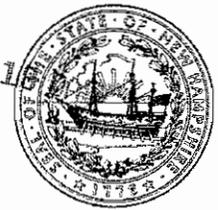


The State of New Hampshire
Department of Environmental Services

Thomas S. Burack, Commissioner

*Celebrating 25 Years of Protecting
New Hampshire's Environment*



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OCT 17 10 21 AM '12

October 2, 2012

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

REQUESTED ACTIONS

- 1) Authorize Department of Environmental Services (DES) to amend existing contract #1018047 with GeoInsight, Inc., Manchester, NH (vendor code #157389) for site investigations, groundwater monitoring, design and remediation of petroleum contaminated sites, by increasing the contract amount by \$20,000.00 from \$2,008,000.00 to \$2,028,000.00, effective upon Governor and Council (G&C) approval through June 30, 2015. 100% Oil Pollution Control Funds. The contract was originally approved by G&C on August 10, 2011, Item #61.

Funding is available in the account as follows:

	<u>FY2013</u>
03-44-44-444010-1400-102-500731	\$20,000
Dept. Environmental Services, Oil Pollution Control Fund, Contracts for Program Services	

- 2) Authorize DES to amend existing contract #1017135 with GZA GeoEnvironmental, Inc., Manchester, NH (vendor code #174515) for site investigations, groundwater monitoring, design and remediation of petroleum contaminated sites, by increasing the contract amount by \$25,000.00 from \$3,495,000.00 to \$3,520,000.00, effective upon Governor and Council (G&C) approval through June 30, 2015. 100% Oil Pollution Control Funds. The contract was originally approved by G&C on July 13, 2011, Item #54.

Funding is available in the account as follows:

	<u>FY2013</u>
03-44-44-444010-1400-102-500731	\$25,000
Dept. Environmental Services, Oil Pollution Control Fund, Contracts for Program Services	

- 3) Authorize DES to amend existing contract #1017152 with Ransom Environmental Consultants, Inc., Portsmouth, NH (vendor code #174588) for site investigations, groundwater monitoring, design and remediation of petroleum contaminated sites, by increasing the contract amount by \$25,000.00 from \$1,715,000.00 to \$1,740,000.00, effective upon Governor and Council (G&C)

approval through June 30, 2015. 100% Oil Pollution Control Funds. The contract was originally approved by G&C on July 13, 2011, Item #51.

Funding is available in the account as follows:

	<u>FY2013</u>
03-44-44-444010-1400-102-500731	\$25,000
Dept. Environmental Services, Oil Pollution Control Fund, Contracts for Program Services	

- 4) Authorize DES to amend existing contract #1017153 with Weston Solutions, Inc., Concord, NH (vendor code #175179) for site investigations, groundwater monitoring, design and remediation of petroleum contaminated sites, by increasing the contract amount by \$130,000.00 from \$4,657,000.00 to \$4,787,000.00, effective upon Governor and Council (G&C) approval through June 30, 2015. 23% Oil Pollution Control Fund, and 77% GREEF. The contract was originally approved by G&C on July 13, 2011, Item #53.

Funding is available in the account as follows:

	<u>FY2013</u>
03-44-44-444010-1400-102-500731	\$30,000
Dept. Environmental Services, Oil Pollution Control Fund, Contracts for Program Services	

	<u>FY2013</u>
03-44-44-444010-1419-102-500731	\$100,000
Dept. Environmental Services, Gasoline Remediation & Elimination of Ethers Fund (GREEF), Contracts for Program Services	

EXPLANATION

These contracts represent four of the five contracts DES currently maintains with engineering firms in connection with site investigations, groundwater monitoring, and remediation activities at petroleum sites. The other firm is Sanborn Head and Associates which is currently not assigned work at petroleum sites. Maintaining on-going contracts with five different engineering firms provides the following benefits: (1) additional capabilities in staff and expertise to investigate and remediate contaminated sites; (2) flexibility in selecting the appropriate consultant at a given site depending on site specific conditions; and (3) reduction in the likelihood of conflicts of interest between a consultant and owners/operators at a given site. These contractors have been responsive and professional with regard to conducting DES work assignments, and their costs of services reflect fair market value. Current Certificates of Insurance, Good Standing, Professional Engineering and Corporate Resolution are on file with DES.

DES intends to increase the above engineering firms' funds in order to add work activities to existing assignments, namely, to complete a bedrock investigation of Methyl tert Butyl Ether (MtBE) in Salem; sample and analyze groundwater from drinking water wells in Chester; study and remediate an oil spill into the Souhegan River at Milford; and complete various ongoing groundwater monitoring projects throughout the State.

The requested action will enable DES to continue to investigate and remediate petroleum-contaminated sites using available allocated FY 2013 funds. The contract rates and costs to be used are fair and reasonable, and were negotiated with each firm under the original contract agreements. In the event that the Other funds are no longer available, General Funds will not be requested to support these contract amendments. The amendments to the current contract agreements have been approved as to form, substance, and execution by the Office of Attorney General.

We respectfully request your approval.

A handwritten signature in black ink, appearing to read "Thomas S. Burack". The signature is written in a cursive style with a horizontal line underneath the name.

Thomas S. Burack, Commissioner

Attachments

AMENDMENT #1 TO AGREEMENT

This Amendment to Agreement (hereinafter called the "Amendment"), by and between the State of New Hampshire, acting by and through the New Hampshire Department of Environmental Services (the "State"), and **GeoInsight, Inc.** at 186 Granite Street, 3rd floor, Suite A, Manchester, NH 03101 (the "Contractor").

WHEREAS, pursuant to an Agreement dated July 12, 2011, approved by the Governor and Executive Council on **August 10, 2011** (the "Contract"), the Contractor has agreed to provide certain services upon the terms and conditions specified in the Contract, in consideration of payment by the State of certain sums specified therein; and

WHEREAS, pursuant to paragraph 18 of the Contract, the Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties thereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire; and

WHEREAS, the State and the Contractor have agreed to amend the Contract in certain respects to accomplish the work required for the environmental services; and

NOW, THEREFORE, in consideration of the foregoing and of the covenants and conditions contained in the Contract and set forth herein, the parties hereto do hereby agree as follows:

1. Amendment and Modification of Contract.

The Contract is hereby amended as follows: **Add \$20,000. to Account No. 03-44-44-444010-1400 for a 1.8 Price Limitation increase from \$2,008,000. to \$2,028,000.**

2. Effective Date of Amendment.

This Amendment is effective on the date of Governor and Executive Council approval.

3. Continuance of Contract.

Except as specifically amended and modified by the terms and conditions of this Agreement, the Agreement and the obligations of the parties thereunder shall remain in full force and effect in accordance with the terms and conditions set forth therein.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year written below.

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF ENVIRONMENTAL
SERVICES

By: Thomas S. Burack
Thomas S. Burack, Commissioner

GEOINSIGHT INC.

By: Michael C. Penney
[NAME OF AUTHORIZED
REPRESENTATIVE OF CONTRACTOR]

STATE OF NEW HAMPSHIRE
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 21 day of August 2012, [NAME OF AUTHORIZED REPRESENTATIVE OF CONTRACTOR].

Danielle M. Rathbun

Notary Public/Justice of the Peace

Printed Name: Danielle Rathbun

Commission Expires:

DANIELLE M. RATHBUN, Notary Public
My Commission Expires August 24, 2016

Approval by OFFICE OF THE ATTORNEY GENERAL:

Date: 10-5-12 By: [Signature]

Approval by GOVERNOR AND EXECUTIVE COUNCIL:

Date: _____ By: _____

COST OR PRICE SUMMARY FORMAT FOR SUBAGREEMENTS UNDER USEPA ASSISTANCE

PART I - GENERAL

1. RECIPIENT New Hampshire Department of Environmental Services	2. ASSISTANCE IDENTIFICATION NO.
3. NAME OF CONTRACTOR OR SUBCONTRACTOR Geolnsight, Inc.	4. DATE OF PROPOSAL August 16, 2012
5. ADDRESS OF CONTRACTOR OR SUBCONTRACTOR 186 Granite Street, 3rd Floor, Suite A Manchester, NH 03101	6. TYPE OF SERVICE TO BE FURNISHED Four-Year Contract for Environmental Consulting Services

PART II - COST SUMMARY

7. DIRECT LABOR (Specify labor categories)	ESTIMATED HOURS	HOURLY RATE	ESTIMATED COST	TOTALS
Assoc. / Snr. Assoc. / Prinicpal	80	\$72.95	\$5,836.00	
Project Director/Sr. Project Manager	625	\$64.29	\$40,181.25	
Project Manager	965	\$35.29	\$34,054.85	
Specialist/HSO	100	\$34.67	\$3,467.00	
EGS 3	3175	\$26.70	\$84,772.50	
Sr. Tech	5008	\$23.31	\$116,736.48	
EGS 2	5050	\$22.80	\$115,140.00	
EGS 1	3150	\$19.19	\$60,448.50	
Tech	4575	\$18.33	\$83,859.75	
CADD	425	\$24.85	\$10,561.25	
Admin	750	\$18.81	\$14,107.50	
DIRECT LABOR TOTAL:				\$569,165.08
8. INDIRECT COSTS (Specify indirect cost pools)	RATE	X BASE =	ESTIMATED COST	
Operating Expenses Based Upon Total Direct Labor	1.900	\$569,165.08	\$1,081,413.65	
INDIRECT COSTS TOTAL:				\$1,081,413.65
9. OTHER DIRECT COSTS				
a. TRAVEL				
(1a) TRANSPORTATION (rental vehicles)			\$600.00	
(1b) TRANSPORTATION (in-house vehicles)			\$22,600.00	
(2) PER DIEM			\$514.16	
TRAVEL SUBTOTAL:			\$23,714.16	
b. EQUIPMENT, MATERIALS, SUPPLIES (Specify categories)	QTY	COST		
Field Instruments	215	115.5	\$24,832.50	
Disposable Equipment	510	44	\$22,440.00	
EQUIPMENT SUBTOTAL:			\$47,272.50	
c. SUBCONTRACTS				
Drilling/Intrusive Investigation Services			\$41,950.00	
Analytical Laboratory Services			\$80,071.04	
Licensed Surveyor			\$2,500.00	
Geophysical Survey			\$6,000.00	
Hazardous Building Assessment			\$22,000.00	
SUBCONTRACTS SUBTOTAL:			\$152,521.04	
d. OTHER (Specify categories)			ESTIMATED COST	
			\$	
			\$	
OTHER SUBTOTAL:			\$	
OTHER DIRECT COSTS TOTAL:				\$223,507.70
10. TOTAL ESTIMATED COST				\$1,874,086.43
11. PROFIT (refer to Note 1 at the bottom of pg 2)				\$153,913.57
12. TOTAL PRICE (refer to Note 2 at bottom of pg 2)				\$2,028,000.00

PART III - CERTIFICATIONS

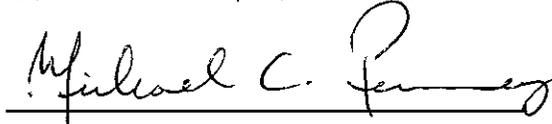
13. CONTRACTOR OR SUBCONTRACTOR

This proposal is submitted for use in connection with and in response to (1) NHDES Site Investigations, Remediation Design, and Implementation Oversight, and Brownfields Assessment and Cleanup Planning contract. This is to certify to the best of my knowledge and belief that the cost and pricing data summarized herein are complete, current, and accurate as of (2) August 16, 2012

and that a financial management capability exists to fully and accurately account for the financial transactions under this project.

I further certify that I understand that the subagreement price may be subject to downward renegotiation and/or recoupment where the above cost and pricing data have been determined, as a result of audit, not to have been complete, current and accurate as of the date above.

(3) 8-16-12
DATE OF EXECUTION


SIGNATURE OF COMPOSER

SENIOR ENGINEER, PRINCIPAL
TITLE OF COMPOSER

14. LOAN RECIPIENT

I certify that I have reviewed the cost/price summary set forth herein and the proposed costs/price appear acceptable for subagreement award.

DATE OF EXECUTION

SIGNATURE OF REVIEWER

TITLE OF REVIEWER

Notes:

1. The entry for PROFIT on line 11 was calculated using 12% mark up for GeoInsight labor and subcontractors . and a 10% markup on per diem, transportation rental, and equipment.
2. The TOTAL PRICE indicated on line 12 is based upon the current estimate for the contract value provided by the NHDES as of the date of this form.

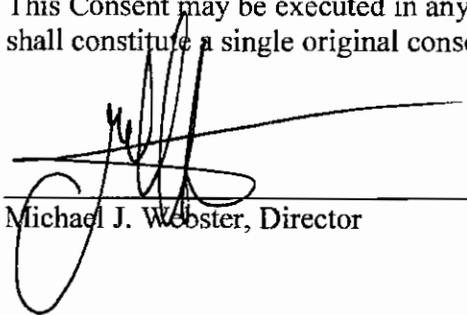
GeoInsight, Inc.

Consent of Directors to Action
in Lieu of Meeting

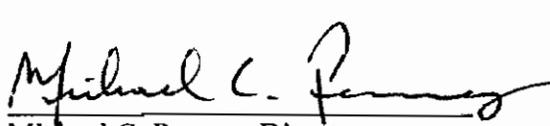
The undersigned, being all of the directors of GeoInsight, Inc., a corporation organized and existing under the New Hampshire Business Corporation Act (NH RSA 293-A) (the "Corporation"), do hereby consent that the following actions be taken in lieu of a meeting pursuant to New Hampshire RSA 293-A:8.21, such actions to be effective as of August 16, 2012:

RESOLVED: That Michael C. Penney and Brian D. Kisiel are authorized to sign on the Corporation's behalf for contractual matters related to the New Hampshire Department of Environmental Services Consultant's Contract, including all such amendments and changes made thereto:

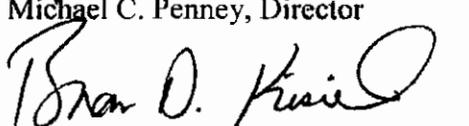
This Consent may be executed in any number of counterparts, all of which when taken together shall constitute a single original consent.



Michael J. Webster, Director



Michael C. Penney, Director



Brian D. Kisiel, Director

The foregoing instrument was acknowledged before me this 16th day of August, in the year 2012.



Signature of Notary

My Commission Expires: _____ DANIELLE M. RATHBUN, Notary Public
My Commission Expires August 24, 2016

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 GEOINSIGHT, INC. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on May 11, 1993. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 21st day of August, A.D. 2012

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/15/2012

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 Infantine Insurance P. O. Box 5125 Manchester NH 03108	CONTACT NAME: Lorna Fletcher, CPIA
	PHONE (A/C. No. Ext): (603) 669-0704 FAX (A/C. No.): (603) 669-6831 E-MAIL ADDRESS: lfletcher@infantine.com
INSURED GeoInsight Inc. 186 Granite Street 3rd Floor, Suite A Manchester NH 03101	INSURER(S) AFFORDING COVERAGE
	INSURER A: Citizens Insurance NAIC # 31534
	INSURER B: Hanover Insurance 22292
	INSURER C: Massachusetts Bay Insurance 22306
	INSURER D: Beazley Insurance Company, Inc. 37540
	INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: Master 2012-2013 W/POLLUTION REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		ZBV793514707	6/15/2012	6/15/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input checked="" type="checkbox"/> LOC						
A C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			ABV793366607 ADN793429808	6/15/2012 6/15/2012	6/15/2013 6/15/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ 0	X	UHV794017208	6/15/2012	6/15/2013	EACH OCCURRENCE \$ 12,000,000 AGGREGATE \$ 12,000,000
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 N	N/A 3A. States: NH MA CT VT WBV793368108 All Officers Included	6/15/2012	6/15/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000
D	PROFESSIONAL/POLLUTION LIABILITY			ADN793429808	6/15/2012	6/15/2013	PER CLAIM /AGGREGATE \$ 5,000,000 DEDUCTIBLE PER CLAIM \$ 15,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Various work throughout the policy term. It is agreed and understood that New Hampshire Department of Environmental Services is included as additional insured on General Liability and Umbrella when required by written contract.

CERTIFICATE HOLDER steven.croce@des.nh.gov New Hampshire Department of Environmental Att: Steven A. Croce, P.E. P.O. Box 95 Concord, NH 03302-0095	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 Sherry Harvey/LF1 <i>Sherry E. Harvey</i>
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AMENDMENT #2 TO AGREEMENT

This Amendment to Agreement (hereinafter called the "Amendment"), by and between the State of New Hampshire, acting by and through the New Hampshire Department of Environmental Services (the "State"), and **GZA GeoEnvironmental, Inc.**, at 380 Harvey Road, Manchester, NH 03103 (the "Contractor").

WHEREAS, pursuant to an Agreement dated June 6, 2011, approved by the Governor and Executive Council on **July 13, 2011** (the "Contract"), the Contractor has agreed to provide certain services upon the terms and conditions specified in the Contract, in consideration of payment by the State of certain sums specified therein; and

WHEREAS, pursuant to paragraph 18 of the Contract, the Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties thereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire; and

WHEREAS, the State and the Contractor have agreed to amend the Contract in certain respects to accomplish the work required for the environmental services; and

NOW, THEREFORE, in consideration of the foregoing and of the covenants and conditions contained in the Contract and set forth herein, the parties hereto do hereby agree as follows:

1. Amendment and Modification of Contract.

The Contract is hereby amended as follows: **Add \$25,000. to Account No. 03-44-44-444010-1400 for a 1.8 Price Limitation increase from \$3,595,000. to \$3,620,000.**

2. Effective Date of Amendment.

This Amendment is effective on the date of Governor and Executive Council approval.

3. Continuance of Contract.

Except as specifically amended and modified by the terms and conditions of this Agreement, the Agreement and the obligations of the parties thereunder shall remain in full force and effect in accordance with the terms and conditions set forth therein.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year written below.

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF ENVIRONMENTAL
SERVICES

By: Thomas S. Burack
Thomas S. Burack, Commissioner

GZA GEOENVIRONMENTAL, INC.

By: [Signature]
Steven R. Lamb, Principal/Sr. V.P.

STATE OF NEW HAMPSHIRE
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 28th day of August, 2012, by Steven R. Lamb as Principal/Sr. V.P. of GZA GeoEnvironmental, Inc.

Karen Reed
Notary Public/~~Justice of the Peace~~
Printed Name: Karen Reed
Commission Expires: **KAREN REED, Notary Public**
My Commission Expires March 5, 2013

Approval by OFFICE OF THE ATTORNEY GENERAL:

Date: 10-5-12 By: [Signature]

Approval by GOVERNOR AND EXECUTIVE COUNCIL:

Date: _____ By: _____

PART I - GENERAL					
1. GRANTEE NH Department of Environmental Services			2. GRANT NUMBER		
3. NAME OF CONTRACTOR OR SUBCONTRACTOR GZA GeoEnvironmental, Inc.			4. DATE OF PROPOSAL 10/14/2011		
5. ADDRESS OF CONTRACTOR OR SUBCONTRACTOR (Include ZIP code) 380 Harvey Road Manchester, New Hampshire 03103			6. TYPE OF SERVICE TO BE FURNISHED Contract for Site Investigations, Remediation Design, and Implementation Oversight, and Brownfields Assessment and Cleanup Planning. <i>Estimated Budget</i>		
PART II - COST SUMMARY					
7. DIRECT LABOR (Specify labor categories)		ESTI- MATED HOURS	HOURLY RATE	ESTIMATED COST	TOTALS
Principal		375	\$69.16	\$25,935.00	
Sr. Project Manager		1800	\$44.38	\$79,884.00	
Project Manager		1,750	\$33.54	\$58,695.00	
P-III level professional		2450	\$25.75	\$63,087.50	
P-II level professional		2100	\$25.50	\$53,550.00	
P-I level professional		2100	\$25.24	\$53,004.00	
Technician		2100	\$25.24	\$53,004.00	
Administration		300	\$26.81	\$8,043.00	
Drafter / Eng Tech II		1320	\$26.79	\$35,362.80	
Specialist (CIH, EH&S, etc.)		500	\$35.60	\$17,800.00	
Word Processor		510	\$17.32	\$8,833.20	
Publications		320	\$15.75	\$5,040.00	
DIRECT LABOR TOTAL:					\$462,238.50
8. INDIRECT COSTS (Specify indirect cost pools)		RATE	X BASE =	ESTIMATED COST	
Overhead, fringe, G&A		1.73	\$462,238.50	\$799,672.61	
INDIRECT COSTS TOTAL:					\$799,672.61
OTHER DIRECT COSTS					
9. TRAVEL				ESTIMATED COST	
TRANSPORTATION				\$600.00	
PER DIEM				\$0.00	
TRAVEL SUBTOTAL:				\$600.00	
10. EQUIPMENT, MATERIALS, SUPPLIES (Specify categories)		QTY	COST	ESTIMATED COST	
Equipment Rental		1	\$104,500.00	\$33,000.00	
Materials / Supplies		1	\$54,000.00	\$55,000.00	
				\$0.00	
				\$0.00	
EQUIPMENT SUBTOTAL:				\$88,000.00	
11. SUBCONTRACTS				ESTIMATED COST	
Drilling				\$1,565,001.75	
Laboratory				\$316,630.00	
				\$0.00	
SUBCONTRACTS SUBTOTAL:				\$1,881,631.75	
12. OTHER (Specify categories)				ESTIMATED COST	
				\$0.00	
				\$0.00	
OTHER SUBTOTAL:				\$0.00	
OTHER DIRECT COSTS TOTAL:					\$1,970,231.75
TOTAL ESTIMATED COST					\$3,232,142.86
PROFIT 12 percent					\$387,857.14
TOTAL PRICE					\$3,620,000.00

Form 5700-41 (2-76)

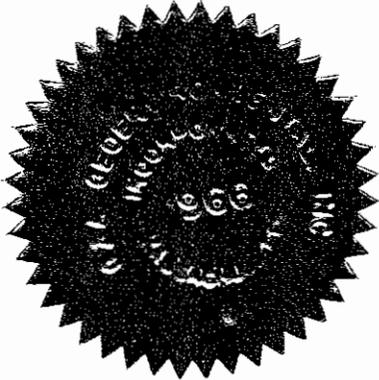
GZA GEOENVIRONMENTAL, INC.

SECRETARY'S CERTIFICATE

I, Kenneth R. Johnston, Assistant Secretary of GZA GeoEnvironmental, Inc. (the "Company"), hereby certify that Steven R. Lamb is a Principal and Senior Vice President of the Company and, pursuant to a vote adopted by the unanimous written consent of the Board of Directors of the Company in July 2012, Steven R. Lamb is authorized to execute and deliver contracts, bonds and other documents related to the performance of professional services for the State of New Hampshire, Department of Environmental Services in the name and on behalf of the Company, and to affix the Corporate Seal thereto, if and as required.

I further certify that the aforesaid unanimous written consent and the authority vested thereby have not been amended or revoked and are still in full force and effect.

WITNESS my hand and seal of the Corporation this 15th day of August 2012.




Kenneth R. Johnston

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 GZA GEOENVIRONMENTAL, INC. a(n) Massachusetts corporation, is authorized to transact business in New Hampshire and qualified on October 28, 1981. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 16th day of August, A.D. 2012

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

ACORD CERTIFICATE OF LIABILITY INSURANCE DATE (MM/DD/YYYY)
8/15/2012

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 SUGROGATION 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 Risk Strategies Company 160 Federal Street Boston, MA 02110	CONTACT NAME:	Jennifer Harper		
	PHONE (A/C, No, Ext):	617-330-5700	FAX (A/C, No):	617-330-5789
	E-MAIL ADDRESS:	gzacerts@risk-strategies.com		
INSURERS AFFORDING COVERAGE				NAIC #
INSURED GZA GeoEnvironmental, Inc. 380 Harvey Road Manchester, NH 03103	INSURER A	Commerce & Industry Insurance Company		
	INSURER B	Commerce & Industry Insurance Company		
	INSURER			
	INSURER D	Hartford Casualty Ins Co		
	INSURER E	Chartis Specialty Insurance Company		
	INSURER			

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	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS		
A	GENERAL LIABILITY			GL5844682	2/28/2012	2/28/2013	EACH OCCURRENCE	\$2,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$500,000	
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$10,000	
	GEN'L AGGREGATE LIMIT APPLIES PER							PERSONAL/ADV INJURY	\$2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						GENERAL AGGREGATE	\$2,000,000	
							PRODUCTS-COMP/OP AGG	\$2,000,000	
B	AUTOMOBILE LIABILITY			CA5844683-AOS; CA5844684-MA	2/28/2012	2/28/2013	COMBINED SINGLE LIMIT (Ea Accident)	\$1,000,000	
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per Person)		
	<input checked="" type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per Accident)		
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per Accident)		
	<input checked="" type="checkbox"/> HIRED AUTOS								
	<input checked="" type="checkbox"/> NON-OWNED AUTOS								
	EXCESS LIABILITY						EACH OCCURRENCE		
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE						AGGREGATE		
	<input type="checkbox"/> DEDUCTIBLE						WC STATUTORY LIMITS	<input checked="" type="checkbox"/> <input type="checkbox"/> OTHER	
	<input type="checkbox"/> RETENTION						E.L. EACH ACCIDENT	\$1,000,000	
D	WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY			08WBRI5940	2/28/2012	2/28/2013	E.L. DISEASE-EA EMPLOYE	\$1,000,000	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?						E.L. DISEASE-POLICY LIMIT	\$1,000,000	
	If yes, describe under SPECIAL								
E	Contractor's Pollution/Professional Liability			COPS3778297	2/28/2012	2/28/2013	Claim/Aggregate	\$1,000,000	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 See attached addendum. Job #: TBD | Job Name: Evidence of Insurance. | Job Location: ,

CERTIFICATE HOLDER	CERT ID: OSR003-5933	CANCELLATION
Osram Sylvania Products, Inc MA Att:		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 Michael Christian/JH

AMENDMENT #1 TO AGREEMENT

This Amendment to Agreement (hereinafter called the "Amendment"), by and between the State of New Hampshire, acting by and through the New Hampshire Department of Environmental Services (the "State"), and **Ransom Consulting, Inc.** at 112 Corporate Drive, Portsmouth, NH 03801 (the "Contractor").

WHEREAS, pursuant to an Agreement dated June 6, 2011, approved by the Governor and Executive Council on **July 13, 2011** (the "Contract"), the Contractor has agreed to provide certain services upon the terms and conditions specified in the Contract, in consideration of payment by the State of certain sums specified therein; and

WHEREAS, pursuant to paragraph 18 of the Contract, the Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties thereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire; and

WHEREAS, the State and the Contractor have agreed to amend the Contract in certain respects to accomplish the work required for the environmental services; and

NOW, THEREFORE, in consideration of the foregoing and of the covenants and conditions contained in the Contract and set forth herein, the parties hereto do hereby agree as follows:

1. Amendment and Modification of Contract.

The Contract is hereby amended as follows: **Add \$25,000. to Account No. 03-44-44-444010-1400 and 1.8 Price Limitation increase from \$1,715,000. to \$1,740,000.**

2. Effective Date of Amendment.

This Amendment is effective on the date of Governor and Executive Council approval.

3. Continuance of Contract.

Except as specifically amended and modified by the terms and conditions of this Agreement, the Agreement and the obligations of the parties thereunder shall remain in full force and effect in accordance with the terms and conditions set forth therein.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year written below.

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF ENVIRONMENTAL
SERVICES

By: Thomas S. Burack
Thomas S. Burack, Commissioner

RANSOM CONSULTING, INC.

By: Stephen B. Ransom, President
Stephen B. Ransom, President

Maine
STATE OF ~~NEW HAMPSHIRE~~
COUNTY OF York

¹² The foregoing instrument was acknowledged before me this 23rd day of August,
~~2008~~, Stephen B. Ransom, President.

Melissa M. Avery
Notary Public/~~Justice of the Peace~~
Printed Name: Melissa M. Avery
Commission Expires: 1/11/2017

MELISSA M. AVERY
NOTARY PUBLIC
STATE OF MAINE
MY COMM. EXP. JANUARY 11, 2017

Approval by OFFICE OF THE ATTORNEY GENERAL:

Date: 10-5-12 By: [Signature]

Approval by GOVERNOR AND EXECUTIVE COUNCIL:

Date: _____ By: _____

COST OR PRICE SUMMARY FORMAT FOR SUBAGREEMENTS UNDER U.S. EPA ASSISTANCE (EPA 5700-41 Form)	
PART I - GENERAL	
1. RECIPIENT State of NH; DES	2. ASSISTANCE IDENTIFICATION NO.
3. NAME OF CONTRACTOR Ransom Consulting, Inc.	4. DATE OF PROPOSAL 4/4/2011; This revision: 8/21/2012
5. ADDRESS Pease International Tradeport 112 Corporate Drive, Portsmouth, NH 03801	6. TYPE OF SERVICE TO BE FURNISHED Environmental Consulting
PART II - COST SUMMARY	

7. DIRECT LABOR (Specify labor category)	ESTIMATED HOURS	HOURLY RATE	ESTIMATED COST	TOTALS
Principal	101.01	\$ 68.03	\$ 6,871.43	
Project Director	505.05	\$ 53.71	\$ 27,126.24	
Sr. Scientist/Project Manager (includes Sr. PE & PG)	808.08	\$ 49.32	\$ 39,857.54	
Project Manager (includes PE & PG)	2020.2	\$ 34.63	\$ 69,950.10	
E/G/S III	1515.15	\$ 26.31	\$ 39,860.89	
E/G/S II	1212.12	\$ 22.95	\$ 27,816.13	
E/G/S I	808.08	\$ 20.81	\$ 16,817.49	
Technician	1515.15	\$ 19.68	\$ 29,818.15	
Specialist	404.04	\$ 42.36	\$ 17,116.29	
CAD/GIS	505.05	\$ 24.82	\$ 12,532.82	
Admin and Support	707.07	\$ 17.27	\$ 12,213.46	
DIRECT LABOR TOTAL:				\$ 299,980.53
8. INDIRECT COSTS (Specify indirect cost pools)	RATE	X BASE	ESTIMATED COST	
Overhead	1.9	\$ 299,980.53	\$ 569,963.00	
INDIRECT COSTS TOTAL:				\$ 569,963.00
9. OTHER DIRECT COSTS				
a. TRAVEL			ESTIMATED COST	
(1) TRANSPORTATION			\$ 12,960.00	
(1) PER DIEM			\$ 3,240.00	
TRAVEL SUBTOTAL:			\$ 16,200.00	
b. EQUIPMENT, MATERIALS, SUPPLIES (Specify categories)		QTY	COST	ESTIMATED COST
Consumables		48.619921	650	\$ 31,602.95
Rentals		48	650	\$ 31,200.00
EQUIPMENT SUBTOTAL:				\$ 62,802.95
c. SUBCONTRACTS SUBTOTAL			ESTIMATED COST	
Subsurface (drilling, test pits)			\$ 244,000.00	
Laboratory			\$ 331,000.00	
SUBCONTRACTS SUBTOTAL:			\$ 575,000.00	
d. OTHER (Specify categories)			ESTIMATED COST	
Remedial (Excavation, System Construction)			\$ 16,000.00	
Soil/Water Treatment/Disposal			\$ 15,600.00	
OTHER SUBTOTAL:			\$ 31,600.00	
OTHER DIRECT COSTS TOTAL:				\$ 685,602.95
10. TOTAL ESTIMATED COST				\$ 1,555,546.48
11. PROFIT (By category)	RATE	X BASE	ESTIMATED PROFIT	
Labor + Indirect Cost	0.12	\$ 869,943.53	\$ 104,393.22	
Travel+Equipment+Other Costs	0.1	\$ 79,002.95	\$ 7,900.29	
Subcontracts (Subsurf.+Lab.)	0.12	\$ 575,000.00	\$ 69,000.00	
Remedial+Soil Treatment/Disposal (<\$50,000)	0.1	\$ 31,600.00	\$ 3,160.00	
Remedial+Soil Treatment/Disposal (<\$100,000)	0.075		\$ -	
Remedial+Soil Treatment/Disposal (>\$100,000)	0.05		\$ -	
PROFIT TOTAL:			\$ 184,453.52	
12. TOTAL PRICE				\$ 1,740,000.00

PART III - CERTIFICATIONS

13. CONTRACTOR OR SUBCONTRACTOR

This proposal is submitted for use in connection and in response to (1) NHDES ENVIRONMENTAL CONSULTANT CONTRACT dated March 1, 2011. This is to certify to the best of my knowledge and belief that the cost and pricing data summarized herein are complete, current, and accurate as of (2) August 21, 2012 and that a financial management capability exists to fully and accurately account for the financial transactions under this project. I further certify that I understand that the subagreement price may be subject to downward renegotiation and/or recoupment where the above cost and pricing data have been determined, as a result of audit, not to have been complete, current and accurate as of the date above.

(3) August 21, 2012
DATE OF EXECUTION

[Handwritten Signature]
SIGNATURE OF COMPOSER

PRESIDENT
TITLE OF COMPOSER

14. LOAN RECIPIENT

I certify that I have reviewed the cost/price summary set forth herein and the proposed costs/price appear acceptable for the subagreement award.

DATE OF EXECUTION

SIGNATURE OF REVIEWER

TITLE OF REVIEWER

RANSOM CONSULTING, INC.

Unanimous Written Consent of the Board of Directors

August 21, 2012

The undersigned, being the sole member of the Board of Directors of Ransom Consulting, Inc. (the "Company"), does hereby consent to the adoption of the following resolutions without a meeting pursuant to M.G.L.A. 156D § 8.21:

RESOLVED: That the Company enter into an Environmental Consultant Contract with the New Hampshire Department of Environmental Services ("DES").

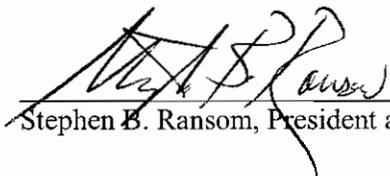
FURTHER

RESOLVED: That Stephen B. Ransom in his capacity as President and Treasurer of the Company (the "Authorized Officer") be, and he hereby is, authorized and empowered to enter into contracts on behalf of the Company.

FURTHER

RESOLVED: That, in addition to and not in limitation of the foregoing, the authorized Officer or other proper officer of the Company be, and each hereby is, authorized, empowered, and directed to make, sign, execute, acknowledge, deliver, file, record and publish any and all agreements, orders, directions, requests, receipts, certificates or other instruments, papers and documents, and to perform any and all such acts and things as may be required or appropriate to carry out the terms and provisions of each of the foregoing resolutions and the transactions contemplated thereby, and all such actions heretofore taken by the Authorized Officer or other proper officer of the Company are hereby ratified and approved.

The undersigned further directs that this written consent will take effect as of the date first above written and shall be filed with the records of the minutes of the meetings of the Board of Directors and stockholders of the Company.



Stephen B. Ransom, President and Treasurer

On this 23rd day of August, 2012, before me, the undersigned notary public, Personally appeared Stephen B. Ransom, proved to me through satisfactory evidence of identification, which were ME 000121 to be the person whose name is signed on the preceding document in my presence.

Melissa M. Avery My commission expires 1/11/2017
(Signature of Notary)

MELISSA M. AVERY
NOTARY PUBLIC
STATE OF MAINE
MY COMM. EXP. JANUARY 11, 2017

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 Ransom Consulting, Inc. a(n) Massachusetts corporation, is authorized to transact business in New Hampshire and qualified on April 15, 1988. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 27th day of August, A.D. 2012

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

OP ID: GD

DATE (MM/DD/YYYY)
08/20/12

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 Poole Professional Ltd. 107 Audubon Rd. #2, Ste. 305 Wakefield, MA 01880 Ernest J. Swymer	781-245-5400	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: RANSO-2	FAX (A/C, No):
	781-245-5463	INSURER(S) AFFORDING COVERAGE	
INSURED Ransom Consulting, Inc. 12 Kent Way, Suite 100 Byfield, MA 01922-1221	INSURER A : Charter Oak Fire Ins. Co.		NAIC # 25615
	INSURER B : Travelers Indemnity Co.		25658
	INSURER C : St Paul Fire & Marine		24767
	INSURER D : Travelers Indemnity Co of CT		25682
	INSURER E :		
	INSURER F :		

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	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	\$500. DEDUCTIBLE 6808300L014	02/20/12	02/20/13	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	<input checked="" type="checkbox"/> Business Owners <input checked="" type="checkbox"/> Contractual Liab.					MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
						\$
B	AUTOMOBILE LIABILITY		BA8235L470 \$500. DEDUCTIBLE	02/20/12	02/20/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BODILY INJURY (Per person) \$				
		BODILY INJURY (Per accident) \$				
		PROPERTY DAMAGE (Per accident) \$				
						\$
						\$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE		QK06503248	02/20/12	02/20/13	EACH OCCURRENCE \$ 10,000,000
	<input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 10000					AGGREGATE \$ 10,000,000
						\$
						\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	UB5693Y274	04/01/12	04/01/13	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER
						E.L. EACH ACCIDENT \$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Special Form Includes Theft		6808300L014	02/20/12	02/20/13	Business 250,000 Property

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 The certificate holder is included as additional insured under the general liability policy subject to the same terms and conditions.

CERTIFICATE HOLDER NHDES-2 New Hampshire Department of Environmental Services 29 Hazen Drive P. O. Box 95 Concord, NH 03302-0095	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 
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CERTIFICATE OF LIABILITY INSURANCE

OP ID: GD

DATE (MM/DD/YYYY)
08/20/12

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 Poole Professional Ltd. 107 Audubon Rd. #2, Ste. 305 Wakefield, MA 01880 Ernest J. Swymer	781-245-5400	CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: RANSO-2	FAX (A/C, No):
	781-245-5463	INSURER(S) AFFORDING COVERAGE	
INSURED Ransom Consulting, Inc. 12 Kent Way, Suite 100 Byfield, MA 01922-1221	INSURER A : NAUTILUS INSURANCE COMPANY		NAIC # 17370
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

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	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Archs/Engrs. Prof		ECP01528892-11	03/13/12	03/13/13	Per Claim 1,000,000
B	Liab. & Pollution					Aggregate 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 For professional liability coverage, the aggregate limit is the total insurance available for all covered claims presented within the policy period. The limit will be reduced by payments of indemnity and expense.

CERTIFICATE HOLDER**CANCELLATION**

NHDES-2 New Hampshire Department of Environmental Services 29 Hazen Drive P. O. Box 95 Concord, NH 03302-0095	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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© 1988-2009 ACORD CORPORATION. All rights reserved.

AMENDMENT #3 TO AGREEMENT

This Amendment to Agreement (hereinafter called the "Amendment"), by and between the State of New Hampshire, acting by and through the New Hampshire Department of Environmental Services (the "State"), and **Weston Solutions, Inc.** at Suite 100, Constitution Drive, Concord, NH 03301 (the "Contractor").

WHEREAS, pursuant to an Agreement dated June 6, 2011, approved by the Governor and Executive Council on **July 13, 2011** (the "Contract"), the Contractor has agreed to provide certain services upon the terms and conditions specified in the Contract, in consideration of payment by the State of certain sums specified therein; and

WHEREAS, pursuant to paragraph 18 of the Contract, the Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties thereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire; and

WHEREAS, the State and the Contractor have agreed to amend the Contract in certain respects to accomplish the work required for the environmental services; and

NOW, THEREFORE, in consideration of the foregoing and of the covenants and conditions contained in the Contract and set forth herein, the parties hereto do hereby agree as follows:

1. Amendment and Modification of Contract.

The Contract is hereby amended as follows: **Add \$30,000. to Account No. 03-44-44-444010-1400 and add \$100,000. to Account No. 03-44-44-444010-1419 for a 1.8 Price Limitation increase from \$4,657,000. to \$4,787,000.**

2. Effective Date of Amendment.

This Amendment is effective on the date of Governor and Executive Council approval.

3. Continuance of Contract.

Except as specifically amended and modified by the terms and conditions of this Agreement, the Agreement and the obligations of the parties thereunder shall remain in full force and effect in accordance with the terms and conditions set forth therein.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year written below.

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF ENVIRONMENTAL
SERVICES

By: Thomas S. Burack
Thomas S. Burack, Commissioner

WESTON SOLUTIONS, INC

By: Bruce A. Campbell
Bruce A. Campbell, P.E.
Principal/Vice President

STATE OF NEW HAMPSHIRE
COUNTY OF Merrimack

The foregoing instrument was acknowledged before me this 10th day of August 2012, Bruce A. Campbell, P.E., Vice President.

Lisa Phillips

Notary Public/Justice of the Peace

Printed Name: LISA PHILLIPS

Commission Expires:

LISA E. PHILLIPS, Notary Public
My Commission Expires February 13, 2013

Approval by OFFICE OF THE ATTORNEY GENERAL:

Date: 10-5-12 By: [Signature]

Approval by GOVERNOR AND EXECUTIVE COUNCIL:

Date: _____ By: _____

COST OR PRICE SUMMARY FORMAT FOR SUBAGREEMENTS UNDER U.S. EPA GRANTS			Form Approved OMB No. 158-R0144	
1. GRANTEE NH Department of Environmental Services		2. GRANT NUMBER		
3. NAME OF CONTRACTOR OR SUBCONTRACTOR Weston Solutions, Inc.		4. DATE OF PROPOSAL 6/2/2011		
5. ADDRESS OF CONTRACTOR OR SUBCONTRACTOR 45 Constitution Avenue, Suite 100 Concord, NH 03301		6. TYPE OF SERVICE TO BE FURNISHED Site Investigation, Remediation Design and Implementation Oversight and Brownfields Assessment and Cleanup Services at various Sites		
PART II - COST SUMMARY				
7. DIRECT LABOR	Est Hours	Hourly Rate	Est Cost	TOTALS
Principal	24	\$ 74.63	\$ 1,791	
Project Manager	2,400	\$ 42.34	\$ 101,616	
Engineer I	240	\$ 23.60	\$ 5,664	
Engineer II	480	\$ 33.46	\$ 16,061	
Engineer III	360	\$ 49.29	\$ 17,744	
Geologist I	3,400	\$ 24.84	\$ 84,456	
Geologist II	5,600	\$ 27.79	\$ 155,624	
Geologist III	4,000	\$ 39.50	\$ 158,000	
Scientist I	1,200	\$ 20.40	\$ 24,480	
Scientist II	1,200	\$ 27.44	\$ 32,928	
Scientist III	1,500	\$ 37.32	\$ 55,980	
Technician	2,000	\$ 23.12	\$ 46,240	
Drafter (CAD)	2,800	\$ 30.65	\$ 85,820	
Admin/Word Processor	2,000	\$ 24.10	\$ 48,200	
CIH/Safety Professional	300	\$ 51.65	\$ 15,495	
IT Specialist	240	\$ 34.88	\$ 8,371	
Subcontracts Manager	480	\$ 44.39	\$ 21,307	
Sr. Technical Manager	100	\$ 53.73	\$ 5,373	
DIRECT LABOR TOTAL:				\$ 885,151
8. INDIRECT COSTS	Rate	x Base =	Est. Cost	
Indirect Costs	1.82	\$ 885,151	\$ 1,610,974	
INDIRECT COSTS TOTAL:				\$ 1,610,974
9. OTHER DIRECT COSTS:			Est. Cost	
a. TRAVEL				
(1) Transportation			\$ 100,000	
(2) Per Diem & Lodging				
TRAVEL SUBTOTAL:			\$ 100,000	
b. EQUIPMENT, MATERIALS, SUPPLIES:			\$ 300,000	
EQUIPMENT SUBTOTAL:			\$ 300,000	
c. SUBCONTRACTS:				
Laboratory Analyses			\$ 525,000	
Drilling Services			\$ 700,000	
Excavation/Waste Disposal			\$ 175,000	
SUBCONTRACTS SUBTOTAL:			\$ 1,400,000	
d. OTHER:				
OTHER SUBTOTAL:			\$ -	
e. OTHER DIRECT COSTS TOTAL:			\$ 1,800,000	
10. TOTAL ESTIMATED COST				\$ 4,296,125
11. PROFIT				\$ 490,875
12. TOTAL PRICE				\$ 4,787,000

EPA Form 5700-41 (2-76)

CERTIFICATE OF CORPORATE AUTHORITY

I certify Patrick G. McCann is Chief Executive Officer and President, Vincent A. Laino, Jr., is Chief Financial Officer and Bruce Campbell is Vice President of Weston Solutions, Inc. a Pennsylvania corporation (the "Company").

I further certify that pursuant to the Company's Approval Authority Operating Practice each of the aforementioned President, Chief Executive Officer, Chief Financial Officer and Vice President of the Company is authorized to execute and commit the Company to the conditions, obligations, stipulations and undertakings contained in the Site Investigations, Remediation Design and Implementation Oversight, and Brownfields Assessment and Cleanup for the State of New Hampshire Department of Environmental Services and that all necessary corporate approvals have been obtained in relation thereto.

IN WITNESS THEREOF, I have set my hand this 16th day of August, 2012.

Signature: _____



Andrew R. Gaddes
Secretary

CORPORATE SEAL

State of New Hampshire Department of State

CERTIFICATE

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



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 16th day of August, A.D. 2012

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

ATTACHMENTS:

- A – GEOINSIGHT G&C, 8/10/2011**
- B – GZA GEOENVIRONMENTAL G&C, 7/13/2011**
- C – RANSON ENVIRONMENTAL G&C, 7/13/2011**
- D – WESTON SOLUTIONS G&C, 7/13/2011**

ATTACHMENT A



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES



Thomas S. Burack, Commissioner

July 26, 2011

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

APPROVED G & C
 DATE 8/10/11
 ITEM # 61

REQUESTED ACTION

Authorize the Department of Environmental Services (DES) to enter into a contract with GeoInsight, Inc. (GeoInsight), Manchester, NH, (VC#157389), in the amount of \$1,985,000.00, to perform site investigations, Brownfields assessments, cleanup planning and remediation services at contaminated sites and Brownfields sites effective upon Governor and Council approval through June 30, 2015. 71% Federal Funds, 29% Other Funds (Hazardous Waste Cleanup Fund, Gasoline Remediation & Elimination of Ethers Fund and Oil Pollution Control Fund).

Funding is available in the accounts listed below as follows with the authority to adjust encumbrances in each of the state fiscal years through the Budget Office if needed and justified. Funding for FY 2014-2015 is contingent upon the availability and continued appropriation of funds.

Fund Name and Account Number	FY 2012	FY 2013	FY 2014	FY 2015	Totals
Brownfields State Response 03-44-44-444010-2514-102-500731	\$50,000.00	\$50,000.00	\$60,000.00	\$50,000.00	\$210,000.00
Oil Pollution Control Fund 03-44-44-444010-1400-102-500731	\$40,000.00	\$20,000.00	\$25,000.00	\$25,000.00	\$110,000.00
Hazardous Waste Cleanup Fund 03-44-44-444010-5392-102-500731	\$75,000.00	\$75,000.00	\$70,000.00	\$70,000.00	\$290,000.00
Brownfields Coalition Assessment Grant 03-44-44-444010-2323-102-500731	\$250,000.00	\$250,000.00	\$275,000.00	\$275,000.00	\$1,050,000.00
LUST Trust Grant 03-44-44-444010-2075-102-500731	\$75,000.00	\$75,000.00	\$0.00	\$0.00	\$150,000.00
Gasoline Remediation & Elimination of Ethers Fund 03-44-44-444010-1419-102-500731	\$60,000.00	\$55,000.00	\$30,000.00	\$30,000.00	\$175,000.00
	\$550,000.00	\$525,000.00	\$460,000.00	\$450,000.00	\$1,985,000.00

EXPLANATION

The purpose of the requested action is to provide DES with professional environmental services to perform the following tasks: 1) rapidly and efficiently respond to emergencies caused by releases to the environment from petroleum and/or hazardous constituents; 2) investigate and remediate contaminated sites where the responsible party is either unknown or unable to perform the required work; and 3) provide site assessment/investigation, cleanup planning and remediation services at Brownfields sites. Previously, in 1996, 1998, 2003, and 2007 the Governor and Council approved similar contracts to provide professional environmental services. The previous five professional engineering contracts expired on June 30, 2011. DES has completed a new qualifications based selection process and GeoInsight was selected as one of the vendors for a new four-year contract. The requested action will allow DES to continue to: 1) respond to emergencies caused by spills of petroleum or hazardous wastes; 2) investigate and remediate abandoned or delinquent contaminated sites within the state; and 3) fulfill the requirements of DES' EPA Brownfields Cooperative Agreements to assess and assist in the cleanup of eligible Brownfields sites.

This environmental services contract will ensure that professional quality investigation, and remediation design and oversight can rapidly and cost-effectively be obtained and implemented. The services of GeoInsight will be available to assist DES in the investigation and remediation of contaminated sites such as Superfund sites and Brownfields sites where the responsible party is unknown or unable to perform the required work or is otherwise eligible to receive Brownfields assistance. This use of professional engineering services allows DES to obtain the required data and identify the appropriate remedy to accelerate the required cleanup action, protect public health, and encourage reuse and redevelopment of abandoned or underutilized sites where appropriate.

Depending on the site-specific needs of each GeoInsight assignment, the work scopes could involve activities such as: site characterization; groundwater sampling and analysis; site investigations; groundwater management and discharge permitting and monitoring; risk assessments and toxics monitoring; pilot studies and treatability studies; remediation designs and specifications; hazardous building assessments; hazard rankings for USEPA; oversight of remedial work; operation and maintenance services for treatment systems; and expert witness services for DES.

In August 2010, DES solicited qualifications and experience statements from professional environmental engineering firms using the procurement process as prescribed by RSA 21-I:22. DES received twelve qualification packages which were reviewed and rated by a seven-member DES evaluation committee. The group of twelve firms was reduced to seven firms based on detailed evaluations and determination of engineering capabilities, experiences, and resources in New Hampshire. DES interviewed the top seven firms in November 2010. Each firm was provided the opportunity to present its proposed project team, summarize its approach to this contract, and present responses to a number of standard and firm-specific questions provided by DES. Upon completion of these interviews, the DES evaluation committee scored and ranked the seven firms as follows.

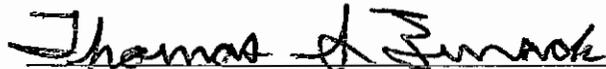
- | | |
|--|-------|
| • GZA GeoEnvironmental, Inc. | 648.5 |
| • Weston Solutions, Inc. | 627.0 |
| • Sanborn Head & Associates | 610.0 |
| • GeoInsight, Inc | 574.5 |
| • Ransom Environmental Consultants, Inc. | 556.0 |
| • Nobis Engineering, Inc. | 537.0 |
| • Comprehensive Environmental, Inc. | 482.0 |

The maximum possible score was 700. See Attachment A for the scores on the seven short-listed firms by the DES evaluation committee members.

DES sent a Negotiation Package to the top five firms requesting proposed labor rates, indirect cost rates, other direct cost multipliers, and subcontractor and profit mark-ups for this four-year contract. DES took into account the estimated value, scope, complexity, and professional nature of the engineering services to be rendered. Proposed rates and terms have been submitted, and DES has worked with GeoInsight in order to develop fair and reasonable rates and terms for each contract. Salary rates will be renegotiated at the end of the second year of the contract. Any adjustment will be approved by the Department and will apply to salaries during the remaining two years of the contract.

DES has negotiated scopes-of-work, multipliers and prices with GeoInsight for the proposed environmental work and reached an agreement on the contract terms and conditions. The detailed labor rates, indirect cost and profit mark-ups, and other direct costs, are contained in the GeoInsight proposal. This contract has been approved by the Attorney General's Office as to form, content, and execution. See Exhibit B-1 for the detailed EPA Form 5700-41 Cost Estimate.

We respectfully request your approval.


Thomas S. Burack
Commissioner

Subject:

[Empty box for subject]

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name DEPARTMENT OF ENVIRONMENTAL SERVICES		1.2 State Agency Address 29 HAZEN DRIVE, CONCORD, NH 03302-0095	
1.3 Contractor Name GEOINSIGHT, INC.		1.4 Contractor Address 186 GRANITE ST, 3RD FL, SUITE A, MANCHESTER, NH 03101	
1.5 Contractor Phone Number 603-314-0820	1.6 Account Number SEE EXHIBIT 'B'	1.7 Completion Date JUNE 30, 2015	1.8 Price Limitation \$1,985,000.00
1.9 Contracting Officer for State Agency STEVEN. A. CROCE		1.10 State Agency Telephone Number 603-271-2229	
1.11 Contractor Signature <i>Michael C. Penney</i>		1.12 Name and Title of Contractor Signatory MICHAEL C. PENNEY, P.E., SENIOR ASSOCIATE	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>July 12, 2011</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.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal]		DANIELLE M. RATHBUN, Notary Public My Commission Expires October 11, 2011 <i>D. Rathbun</i>	
1.13.2 Name and Title of Notary or Justice of the Peace Danielle M. Rathbun, Technical Administrator			
1.14 State Agency Signature <i>Thomas S. Burack</i>		1.15 Name and Title of State Agency Signatory THOMAS S. BURACK, COMMISSIONER	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <i>E. Alan</i> <i>Evan Mulholland</i> On: <i>7-26-11</i>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

- 9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
- 9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
- 9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

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

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

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

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

14. INSURANCE.

- 14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
 - 14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and
 - 14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
- 14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
- 14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

Contractor Initials MCP
Date 7/12/11

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual

intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Exhibit A
Scope of Work

**STATE OF NEW HAMPSHIRE
DES CONTRACT FOR SITE INVESTIGATION –REMEDIATION DESIGN – REMEDIAL
ACTION IMPLEMENTATION**

This contract covers environmental activities such as site characterization; groundwater sampling and analysis; site investigations; groundwater management and discharge permitting and monitoring; risk assessments and toxics monitoring; pilot studies and treatability studies; remediation designs and specifications; hazardous building assessments; hazard rankings for USEPA; oversight of remedial work; operation and maintenance services for treatment systems; and expert witness services for DES.

Separate project assignments will be given to GeoInsight, Inc. (GeoInsight) to complete within specified time periods during the four year contract duration.

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

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

Exhibit B
Estimated Budget and Payment Method

I. Funding Account Numbers

Fund Name and Account Number	Totals
Brownfields State Response 03-44-44-444010-2514-102- 500731	\$210,000.00
Oil Pollution Control Fund 03-44-44-444010-1400-102- 500731	\$110,000.00
Hazardous Waste Cleanup Fund 03-44-44-444010- 5392-102-500731	\$290,000.00
Brownfields Coalition Assessment Grant 03-44-44-444010-2323-102- 500731	\$1,050,000.00
LUJST Trust Grant 03-44-44-444010-2075-102- 500731	\$150,000.00
Gasoline Remediation & Elimination of Ethers Fund 03-44-44-444010-1419-102- 500731	\$175,000.00

TOTAL: \$1,985,000.00

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

II. Submission of Invoices by GeoInsight

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

1. Weston name and vendor code.
2. Invoice date and invoice number.
3. Project/Site name and number (originated by DES).
4. Period of work being invoiced (start and end dates).
5. Work Scope Approval (WSA) number(s).
6. Project task/activity numbers and descriptions must be numbered as show on the WSA and summarized in a manner which clearly shows the charges associated for each WSA task.
7. A brief explanation of the tasks performed/completed during the billing period
8. Copies of invoices and bills from all subcontractors and services.

Items 1, 2, 3, 4, and 5 must be clearly displayed on the first page of the invoice.

B. GeoInsight shall inform DES in writing when they are submitting a final invoice for any WSA upon completion of all project tasks/activities. Upon approval of the required work product or report by the DES project manager, DES will pay the final invoice and any unused funds encumbered by that WSA will be unencumbered so that they can be reallocated.

III. Payments to GeoInsight

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

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

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

IV. Labor Rate Renegotiation

It is understood that the salary rates provided in this contract shall be effective through June 30, 2013. A salary rate adjustment will be negotiated with NHDES and the adjusted rates, once agreed to, will be effective July 1, 2013 through the end of the contract, June 30, 2015.

EXHIBIT B-1

COST OR PRICE SUMMARY FORMAT FOR SUBAGREEMENTS UNDER USEPA ASSISTANCE

PART I - GENERAL

1. RECIPIENT New Hampshire Department of Environmental Services		2. ASSISTANCE IDENTIFICATION NO.	
3. NAME OF CONTRACTOR OR SUBCONTRACTOR Geolnsight, Inc.		4. DATE OF PROPOSAL July 7, 2011	
5. ADDRESS OF CONTRACTOR OR SUBCONTRACTOR 186 Granite Street, 3rd Floor, Suite A Manchester, NH 03101		6. TYPE OF SERVICE TO BE FURNISHED Four-Year Contract for Environmental Consulting Services	

PART II - COST SUMMARY

7. DIRECT LABOR (Specify labor categories)	ESTIMATED HOURS	HOURLY RATE	ESTIMATED COST	TOTALS
Assoc. / Snr. Assoc. / Prinicpal	100	\$72.95	\$7,295.00	
Project Director/Sr. Project Manager	600	\$64.29	\$38,574.00	
Project Manager	900	\$35.29	\$31,761.00	
Specialist/HSO	100	\$34.67	\$3,467.00	
EGS 3	3000	\$26.70	\$80,100.00	
Sr. Tech	4995	\$23.31	\$116,433.45	
EGS 2	4995	\$22.80	\$113,886.00	
EGS 1	3000	\$19.19	\$57,570.00	
Tech	4500	\$18.33	\$82,485.00	
CADD	400	\$24.85	\$9,940.00	
Admin	700	\$18.81	\$13,167.00	
DIRECT LABOR TOTAL:				\$554,678.45
8. INDIRECT COSTS (Specify indirect cost pools)	RATE	X BASE =	ESTIMATED COST	
Operating Expenses Based Upon Total Direct Labor	1.900	\$554,678.45	\$1,053,889.06	
INDIRECT COSTS TOTAL:				\$1,053,889.06
9. OTHER DIRECT COSTS				
a. TRAVEL				
(1a) TRANSPORTATION (rental vehicles)			\$3,000.00	
(1b) TRANSPORTATION (in-house vehicles)			\$22,500.00	
(2) PER DIEM			\$514.16	
TRAVEL SUBTOTAL:			\$23,014.16	
b. EQUIPMENT, MATERIALS, SUPPLIES (Specify categories)	QTY	COST		
Field Instruments	200	115.5	\$23,100.00	
Disposable Equipment	500	44	\$22,000.00	
EQUIPMENT SUBTOTAL:			\$45,100.00	
c. SUBCONTRACTS				
Drilling/Intrusive Investigation Services			\$39,933.12	
Analytical Laboratory Services			\$79,925.00	
Licensed Surveyor			\$2,500.00	
Geophysical Survey			\$8,000.00	
Hazardous Building Assessment			\$24,845.00	
SUBCONTRACTS SUBTOTAL:			\$155,203.12	
d. OTHER (Specify categories)			ESTIMATED COST	
			\$	
OTHER SUBTOTAL:			\$	
OTHER DIRECT COSTS TOTAL:				\$223,317.28
10. TOTAL ESTIMATED COST				\$1,831,884.78
11. PROFIT (refer to Note 1 at the bottom of pg 2)				\$153,115.22
12. TOTAL PRICE (refer to Note 2 at bottom of pg 2)				\$1,985,000.00

PART III - CERTIFICATIONS

13. CONTRACTOR OR SUBCONTRACTOR

This proposal is submitted for use in connection with and in response to (1) NHDES Site Investigations, Remediation Design, and Implementation Oversight, and Brownfields Assessment and Cleanup Planning contract. This is to certify to the best of my knowledge and belief that the cost and pricing data summarized herein are complete, current, and accurate as of (2) July 7, 2011 and that a financial management capability exists to fully and accurately account for the financial transactions under this project. I further certify that I understand that the subagreement price may be subject to downward renegotiation and/or recoupment where the above cost and pricing data have been determined, as a result of audit, not to have been complete, current and accurate as of the date above.

(3) 07-07-2011
DATE OF EXECUTION

Michael C. Penney

SIGNATURE OF COMPOSER

SENIOR ASSOC. / DIRECTOR

TITLE OF COMPOSER

14. LOAN RECIPIENT

I certify that I have reviewed the cost/price summary set forth herein and the proposed costs/price appear acceptable for subagreement award.

DATE OF EXECUTION

SIGNATURE OF REVIEWER

TITLE OF REVIEWER

Notes:

1. The entry for PROFIT on line 11 was calculated using 12% mark up for GeoInsight labor and subcontractors , and a 10% markup on per diem, transportation rental, and equipment.
2. The TOTAL PRICE indicated on line 12 is based upon the current estimate for the contract value provided by the NHDES as of the date of this form.

Exhibit C
Special Provisions

13. INDEMNIFICATION *Revision:*

13.1 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, and 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 negligent, reckless, or wrongful 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 is hereby reserved to the State. This covenant shall survive the termination of this agreement.

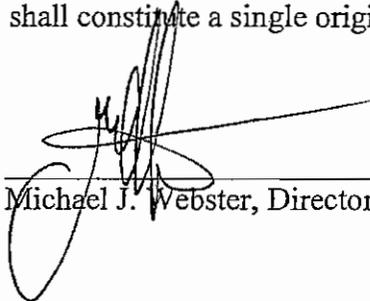
GeoInsight, Inc.

Consent of Directors to Action
in Lieu of Meeting

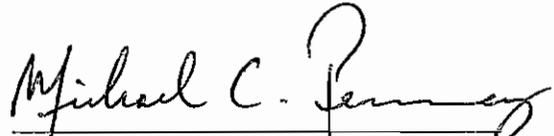
The undersigned, being all of the directors of GeoInsight, Inc., a corporation organized and existing under the New Hampshire Business Corporation Act (NH RSA 293-A) (the "Corporation"), do hereby consent that the following actions be taken in lieu of a meeting pursuant to New Hampshire RSA 293-A:8.21, such actions to be effective as of July 11, 2011:

RESOLVED: That Michael C. Penney and Brian D. Kisiel are authorized to sign on the Corporation's behalf for contractual matters related to the New Hampshire Department of Environmental Services Consultant's Contract, including all such amendments and changes made thereto:

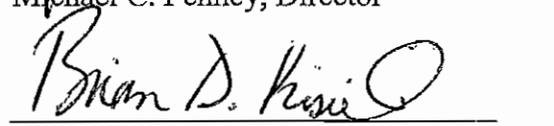
This Consent may be executed in any number of counterparts, all of which when taken together shall constitute a single original consent.



Michael J. Webster, Director



Michael C. Penney, Director



Brian D. Kisiel, Director

The foregoing instrument was acknowledged before me this 12 day of July, in the year 2011.



Signature of Notary

DANIELLE M. RATHBUN, Notary Public
My Commission Expires: My Commission Expires October 11, 2011

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 GEOINSIGHT, INC. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on May 11, 1993. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 15th day of June, A.D. 2011

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

JOINT BOARD OF LICENSURE AND CERTIFICATION
STATE OF NEW HAMPSHIRE

57 Regional Drive
Concord, N.H. 03301-8518

LOUISE LAVERTU
EXECUTIVE DIRECTOR

PROFESSIONAL ENGINEERS
ARCHITECTS
LAND SURVEYORS
FORESTERS
PROFESSIONAL GEOLOGISTS
NATURAL SCIENTISTS
LANDSCAPE ARCHITECTS
COURT REPORTERS
HOME INSPECTORS

Telephone 603-271-2219
Fax, 271-7928 • 271-6990



Wednesday, November 24, 2010.

GEOINSIGHT INC
186 GRANITE ST 3RD FLR STE A
MANCHESTER NH 03101-

CERTIFICATE

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

This Authorization shall expire on **December 31, 2011** unless renewed by application prior to that date.

This Authorization is issued by the Board of Professional Engineers on the basis of information in the application filed with the Board.

Board of Professional Engineers

Certificate # 00946



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/7/2011

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 Infantine Insurance Inc. P. O. Box 5125 Manchester NH 03108 INSURED GeoInsight Inc. 186 Granite Street 3rd Floor, Suite A Manchester NH 03101	CONTACT NAME: Denise Corriveau PHONE (A/C No, Ext): 603-669-0704 ext 254 FAX (A/C No): 603-669-6831 E-MAIL ADDRESS: dcorriveau@infantine.com PRODUCER CUSTOMER ID#: 00010783													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Citizens Insurance</td> <td>31534</td> </tr> <tr> <td>INSURER B: Hanover Insurance</td> <td>22292</td> </tr> <tr> <td>INSURER C: Beasley Insurance</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Citizens Insurance	31534	INSURER B: Hanover Insurance	22292	INSURER C: Beasley Insurance		INSURER D:		INSURER E:		INSURER F:
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INSURER D:														
INSURER E:														
INSURER F:														

COVERAGES **CERTIFICATE NUMBER:** 11/12 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 INSR WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <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 <input type="checkbox"/> LOC		ZBV793514706	1/22/2011	1/22/2012	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		ABV793366606	1/22/2011	1/22/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000 Misc Coverage \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 0		DHV794017207	1/22/2011	1/22/2012	EACH OCCURRENCE \$ 12,000,000 AGGREGATE \$ 12,000,000
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 <input checked="" type="checkbox"/> N/A		WBV793368106 3A States: NH, CT, MA, VT	1/22/2011	1/22/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability with Pollution		W10B9D110201	6/15/2011	6/15/2012	\$5,000,000 \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Various work throughout the policy term. It is agreed and understood that New Hampshire Department of Environmental Services is included as additional insured on General Liability and Umbrella when required by written contract.

CERTIFICATE HOLDER

CANCELLATION

New Hampshire Department of Environmental Att: Steven A. Croce, P.E. P.O. Box 95 Concord, NH 03302-0095	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 Sherry Harvey/DCORR <i>Sherry E. Harvey</i>
--	--



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/7/2011

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		NAIC # 31534 22292	

JUL 11 2011

COVERAGES **CERTIFICATE NUMBER:** 11/12 Master **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
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	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			ABV793366606	1/22/2011	1/22/2012	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000 Misc Coverage \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 0						
B				0BV794017207	1/22/2011	1/22/2012	EACH OCCURRENCE \$ 12,000,000 AGGREGATE \$ 12,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WBV793368106	1/22/2011	1/22/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
				3A States: NH, CT, MA, VT			
C	Professional Liability with Pollution			W10B9D110201	6/15/2011	6/15/2012	\$5,000,000 \$5,000,000

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CERTIFICATE HOLDER

CANCELLATION

New Hampshire Department of Environmental
 Att: Steven A. Croce, P.E.
 P.O. Box 95
 Concord, NH 03302-0095

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
 Sherry Harvey/DCORR *Sherry E. Harvey*

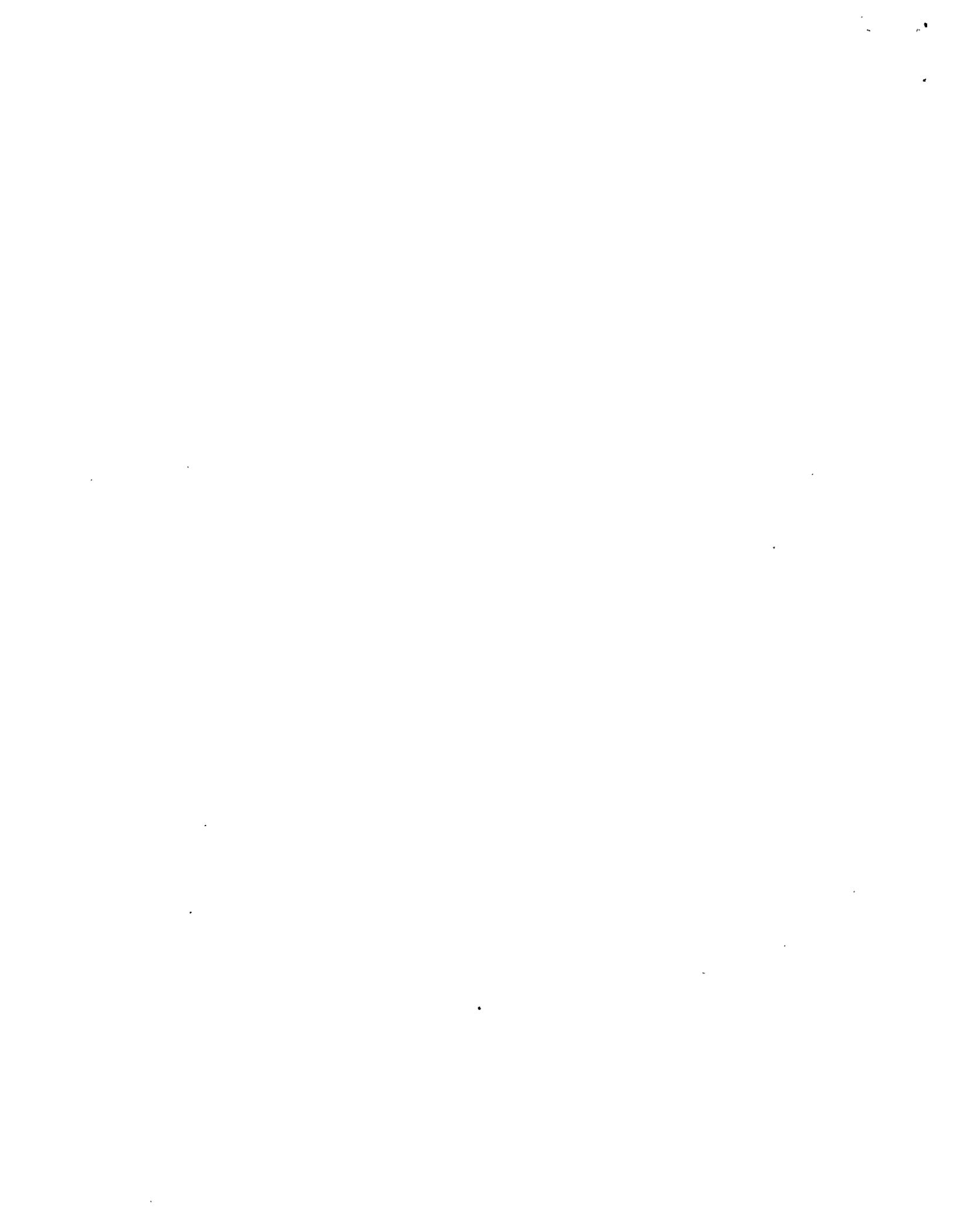
ATTACHMENT A

List of Seven Highest Ranked Firms Based on RFQ and Interview Scoring

Firm Name	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #4	Reviewer #5	Reviewer #6	Reviewer #7	TOTAL SCORE
GZA GeoEnvironmental, Inc	80.0	95.0	96.0	98.0	90.5	94.0	95.0	648.5
Weston Solutions	81.0	96.0	89.0	91.0	88.0	89.0	93.0	627.0
Sanborn Head Associates	80.0	92.0	82.0	95.0	87.0	87.0	87.0	610.0
GeoInsight, Inc.	69.0	90.0	91.0	89.0	83.5	74.0	78.0	574.5
Ransom Environmental Consultants	74.0	91.0	69.0	89.0	80.0	78.0	75.0	556.0
Nobis Engineering	75.0	90.0	77.0	70.0	75.0	70.0	80.0	537.0
Comprehensive Environmental Inc.	69.0	87.0	86.0	70.0	65.0	66.0	59.0	482.0
ATC Associates	Not selected for interview							
Loureiro Engineering Associates, Inc.	Not selected for interview							
KAS Envir. & Geological Consulting	Not selected for interview							
Terracon	Not selected for interview							
Tyree Environmental Corp.	Not selected for interview							

DES Evaluation Team

Evaluation Team Members	Titles	Years Experience
Steven A. Croce, P.E.	Civil Engineer V	35+ Years Experience
Kenneth N. Kettinger, Ph.D., P.G	Hydrogeologist V	40+ Years Experience
Sarah Y. Kim, P.G.	Hydrogeologist IV	16 Years Experience
Frederick J. McGarry, P.E., DEE	Assistant Director	40+ Years Experience
Talcoth Hubbard, P.E.	Civil Engineer V	28 Years Experience
John M. Regan, P.G.	Hydrogeologist V	35+ Years Experience
H. Keith DuBois, P.G.	Hydrogeologist IV	25 Years Experience



ATTACHMENT B





The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES



Thomas S. Burack, Commissioner

June 20, 2011

APPROVED G & C

DATE 7/13/11
 ITEM # 54

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

REQUESTED ACTION

Authorize the Department of Environmental Services (DES) to enter into a contract with GZA GeoEnvironmental, Inc. (GZA), Manchester, NH, (VC# 174515), in the amount of \$3,495,000.00, to perform site investigations, Brownfields assessments, cleanup planning and remediation services at contaminated sites and Brownfields sites effective upon Governor and Council approval through June 30, 2015. 86% Federal Funds, 6% Hazardous Waste Cleanup Fund, 2% Capital (General) Funds, 4% General Funds, 2% Oil Pollution Control Fund.

Funding is available in the accounts listed below as follows with the authority to adjust encumbrances in each of the state fiscal years through the Budget Office if needed and justified. Funding for FY 2012-2015 is contingent upon the availability and continued appropriation of funds.

Fund Name and Account Number	FY 2012	FY 2013	FY 2014	FY 2015	Totals
Brownfields State Response 03-44-44-444010-2514-102-500731	\$45,000.00	\$25,000.00	\$30,000.00	\$25,000.00	\$125,000.00
Brownfields Coalition Assessment Grant 03-44-44-444010-2323-102-500731	\$100,000.00	\$100,000.00	\$50,000.00	\$50,000.00	\$300,000.00
CERCLA Programs 03-44-44-444010-2590-102-500731	\$600,000.00	\$500,000.00	\$600,000.00	\$600,000.00	\$2,300,000.00
Superfund Match 03-44-44-444030-0522-034-500157	\$20,000.00	\$20,000.00	\$50,000.00	\$50,000.00	\$140,000.00
CERCLA Maintenance 03-44-44-444010-2589-102-500731	\$70,000.00	\$70,000.00	\$100,000.00	\$100,000.00	\$340,000.00
Hazardous Waste Cleanup Fund 03-44-44-444010-5392-102-500731	\$75,000.00	\$50,000.00	\$45,000.00	\$45,000.00	\$215,000.00
Oil Pollution Control Fund 03-44-44-444010-1400-102-500731	\$ -0-	\$25,000.00	\$25,000.00	\$25,000.00	\$75,000.00
	\$910,000.00	\$790,000.00	\$900,000.00	\$895,000.00	\$3,495,000.00

DES Web site: www.des.nh.gov

P.O. Box 95, 29 Hazen Drive, Concord, New Hampshire 03302-0095

Telephone: (603) 271-3644 • Fax: (603) 271-2181 • TDD Access: Relay NH 1-800-735-2964

EXPLANATION

The purpose of the requested action is to provide DES with professional environmental services to perform the following tasks: 1) rapidly and efficiently respond to emergencies caused by releases to the environment from petroleum and/or hazardous constituents; 2) investigate and remediate contaminated sites where the responsible party is either unknown or unable to perform the required work; and 3) provide site assessment/investigation, cleanup planning and remediation services at Brownfields sites. Previously, in 1996, 1998, 2003, and 2007 the Governor and Council approved similar contracts to provide professional environmental services. The current five environmental response contracts expire on June 30, 2011. DES has completed a new qualifications-based selection process and GZA was selected as one of the vendors for a new four-year contract. The requested action will allow DES to continue to: 1) respond to emergencies caused by spills of petroleum or hazardous wastes; 2) investigate and remediate abandoned or delinquent contaminated sites within the state; and 3) fulfill the commitments of DES' EPA Brownfields Cooperative Agreements to assess and assist in the cleanup of eligible Brownfields sites.

This environmental services contract will ensure that professional quality investigation, and remediation design and oversight can rapidly and cost-effectively be obtained and implemented. The services of GZA will be available to assist DES in the investigation and remediation of contaminated sites such as Superfund sites and Brownfields sites where the responsible party is unknown or unable to perform the required work or is otherwise eligible to receive Brownfields assistance. This use of professional engineering services allows DES to obtain the required data and identify the appropriate remedy to accelerate the required cleanup action, protect public health, and encourage reuse and redevelopment of abandoned or underutilized sites where appropriate.

Depending on the site-specific needs of each GZA assignment, the work scopes could involve activities such as: site characterization; groundwater sampling and analysis; site investigations; groundwater management and discharge permitting and monitoring; risk assessments and toxics monitoring; pilot studies and treatability studies; remediation designs and specifications; hazardous building assessments; hazard rankings for USEPA, oversight of remedial work; operation and maintenance services for treatment systems; and expert witness services for DES.

In August 2010, DES solicited qualifications and experience statements from professional environmental engineering firms using the procurement process as prescribed by RSA 21-I:22. DES received twelve qualification packages which were reviewed and evaluated by a seven-member DES evaluation committee. The group of twelve firms was reduced to seven firms based on detailed evaluations and determination of engineering capabilities, experiences, and resources in New Hampshire. DES interviewed the top seven firms in November 2010. Each firm was provided the opportunity to present its proposed project team, summarize its approach to this contract, and present responses to a number of standard and firm-specific questions provided by DES. Upon completion of these interviews, the DES evaluation committee scored and ranked the seven firms as follows.

- | | |
|--|-------|
| • GZA GeoEnvironmental, Inc. | 648.5 |
| • Weston Solutions, Inc. | 627.0 |
| • Sanborn Head & Associates | 610.0 |
| • GeoInsight, Inc | 574.5 |
| • Ransom Environmental Consultants, Inc. | 556.0 |
| • Nobis Engineering, Inc. | 537.0 |
| • Comprehensive Environmental, Inc. | 482.0 |

The maximum possible score was 700. See Attachment A for the scores on the seven short-listed firms by the DES evaluation committee members.

DES sent a Negotiation Package to the top five firms requesting proposed labor rates, indirect cost rates, other direct cost multipliers, and subcontractor and profit mark-ups for this four-year contract. DES took into account the estimated value, scope, complexity, and professional nature of the engineering services to be rendered. Proposed rates and terms have been submitted, and DES has worked with GZA in order to develop fair and reasonable rates and terms for the contract. Salary rates will be renegotiated at the end of the second year of the contract. Any adjustment will be approved by the department and will apply to the salaries during the remaining two years of the contract.

DES has negotiated scopes-of-work, multipliers and prices with GZA for the proposed environmental work and reached an agreement on the contract terms and conditions. The detailed labor rates, indirect cost and profit mark-ups, and other direct costs, are contained in the GZA proposal. This contract has been approved by the Attorney General's Office as to form, content, and execution. See Exhibit B-1 for the detailed EPA Form 5700-41 Cost Estimate.

We respectfully request your approval.



Thomas S. Burack
Commissioner

Subject: _____

AGREEMENT

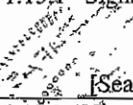
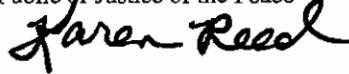
The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name DEPARTMENT OF ENVIRONMENTAL SERVICES		1.2 State Agency Address 29 HAZEN DRIVE, PO BOX 95, CONCORD, NH 03302-0095	
1.3 Contractor Name GZA GEOENVIRONMENTAL, INC.		1.4 Contractor Address 380 HARVEY ROAD, MANCHESTER, NH 03103-3347	
1.5 Contractor Phone Number 603-623-3600	1.6 Account Number SEE EXHIBIT "B"	1.7 Completion Date JUNE 30, 2015	1.8 Price Limitation \$3,495,000.00
1.9 Contracting Officer for State Agency STEVEN A. CROCE, P.E.		1.10 State Agency Telephone Number 603-271-2229	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory STEPHEN R. LAMB, P.G., PRINCIPAL	

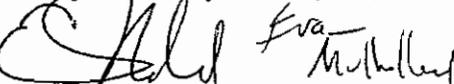
1.13 Acknowledgement: State of New Hamps, County of Hillsborough
 On June 6, 2011, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace
 
KAREN REED, Notary Public
 My Commission Expires March 5, 2013

1.13.2 Name and Title of Notary or Justice of the Peace
 Karen H. Reed, Notary

1.14 State Agency Signature 	1.15 Name and Title of State Agency Signatory THOMAS S. BURACK, COMMISSIONER
--	---

1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)
 By: _____ Director, On: _____

1.17 Approval by the Attorney General (Form, Substance and Execution)
 By:  On: 6-13-11

1.18 Approval by the Governor and Executive Council
 By: _____ On: _____

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual

intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Exhibit A
Scope of Work

**STATE OF NEW HAMPSHIRE
DES CONTRACT FOR SITE INVESTIGATION –REMEDATION DESIGN – REMEDIAL
ACTION IMPLEMENTATION**

This contract covers environmental activities such as site characterization; groundwater sampling and analysis; site investigations; groundwater management and discharge permitting and monitoring; risk assessments and toxics monitoring; pilot studies and treatability studies; remediation designs and specifications; hazardous building assessments; hazard rankings for USEPA; oversight of remedial work; operation and maintenance services for treatment systems; and expert witness services for DES.

Separate project assignments will be given to GZA GeoEnvironmental, Inc. (GZA) to complete within specified time periods during the four year contract duration.

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

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

Exhibit B
Estimated Budget and Payment Method

I. Funding Account Numbers

Fund Name and Account Number	Totals
Brownfields State Response 03-44-44-444010-2514	\$125,000.00
Brownfields Coalition Assessment Grant 03-44-44-444010-2323	\$300,000.00
CERCLA Programs 03-44-44-444010-2590	\$2,300,000.00
Superfund Match 03-44-44-444030-0522	\$140,000.00
CERCLA Maintenance 03-44-44-444010-2589	\$340,000.00
Hazardous Waste Cleanup Fund 03-44-44-444010-5392	\$215,000.00
Oil Pollution Control Fund 03-44-44-444010-1400	\$75,000.00
	\$3,495,000.00

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

II. Submission of Invoices by GZA

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

1. GZA name and vendor code.
2. Invoice date and invoice number.
3. Project/Site name and number (originated by DES).
4. Period of work being invoiced (start and end dates).
5. Work Scope Approval (WSA) number(s).
6. Project task/activity numbers and descriptions must be numbered as show on the WSA and summarized in a manner which clearly shows the charges associated for each WSA task.
7. A brief explanation of the tasks performed/completed during the billing period
8. Copies of invoices and bills from all subcontractors and services.

Items 1, 2, 3, 4, and 5 must be clearly displayed on the first page of the invoice.

B. GZA shall inform DES in writing when they are submitting a final invoice for any WSA upon completion of all project tasks/activities. Upon approval of the required work product or report by the DES project manager, DES will pay the final invoice and any unused funds encumbered by that WSA will be unencumbered so that they can be reallocated.

III. Payments to GZA

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

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

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

IV. Salary Rate Adjustment

It is understood that the salary rates provided in this contract shall be effective through June 30, 2013. A salary rate adjustment will be negotiated between the firm and NHDES and the adjusted rates, once agreed to, will be effective July 1, 2013 through the end of the contract, June 30, 2015.

EXHIBIT B-1

PART I - GENERAL

1. GRANTEE NH Department of Environmental Services	2. GRANT NUMBER
3. NAME OF CONTRACTOR OR SUBCONTRACTOR GZA GeoEnvironmental, Inc.	4. DATE OF PROPOSAL 6/6/2011
5. ADDRESS OF CONTRACTOR OR SUBCONTRACTOR (Include ZIP code) 380 Harvey Road Manchester, New Hampshire 03103	6. TYPE OF SERVICE TO BE FURNISHED Contract for Site Investigations, Remediation Design, and Implementation Oversight, and Brownfields Assessment and Cleanup Planning. <i>Estimated Budget</i>

PART II - COST SUMMARY

7. DIRECT LABOR (Specify labor categories)	ESTI- MATED HOURS	HOURLY RATE	ESTIMATED COST	TOTALS
Principal	350	\$69.16	\$24,206.00	
Sr. Project Manager	1800	\$44.38	\$79,884.00	
Project Manager	1,500	\$33.54	\$50,310.00	
P-III level professional	2100	\$25.75	\$54,075.00	
P-II level professional	2300	\$25.50	\$58,650.00	
P-I level professional	2100	\$25.24	\$53,004.00	
Technician	2100	\$25.24	\$53,004.00	
Administration	300	\$26.81	\$8,043.00	
Drafter / Eng Tech II	1300	\$26.79	\$34,827.00	
Specialist (CIH, EH&S, etc.)	500	\$35.60	\$17,800.00	
Word Processor	500	\$17.32	\$8,660.00	
Publications	300	\$15.75	\$4,725.00	
DIRECT LABOR TOTAL:				\$447,188.00
8. INDIRECT COSTS (Specify indirect cost pools)	RATE	X BASE =	ESTIMATED COST	
Overhead, fringe, G&A	1.73	\$447,188.00	\$773,635.24	
INDIRECT COSTS TOTAL:				\$773,635.24
OTHER DIRECT COSTS				
9. TRAVEL			ESTIMATED COST	
TRANSPORTATION			\$500.00	
PER DIEM			\$0.00	
TRAVEL SUBTOTAL:			\$500.00	
10. EQUIPMENT, MATERIALS, SUPPLIES (Specify categories)		QTY	COST	ESTIMATED COST
Equipment Rental		1	\$100,000.00	\$32,000.00
Materials / Supplies		1	\$50,000.00	\$50,000.00
				\$0.00
				\$0.00
				\$0.00
EQUIPMENT SUBTOTAL:				\$82,000.00
11. SUBCONTRACTS			ESTIMATED COST	
Drilling			\$1,517,212.47	
Laboratory			\$300,000.00	
			\$0.00	
SUBCONTRACTS SUBTOTAL:			\$1,817,212.47	
12. OTHER (Specify categories)			ESTIMATED COST	
			\$0.00	
			\$0.00	
OTHER SUBTOTAL:			\$0.00	
OTHER DIRECT COSTS TOTAL:				\$1,899,712.47
TOTAL ESTIMATED COST				\$3,120,535.71
PROFIT 12 percent				\$374,464.29
TOTAL PRICE				\$3,495,000.00

Form 5700-41 (2-76)

Exhibit C
Special Provisions

13. INDEMNIFICATION *Revision:*

13.1 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, and 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 **negligent, reckless, or wrongful** 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 is hereby reserved to the State. This covenant shall survive the termination of this agreement.

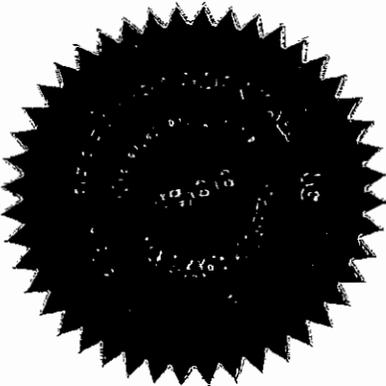
GZA GEOENVIRONMENTAL, INC.

SECRETARY'S CERTIFICATE

I, Kenneth R. Johnston, Assistant Secretary of GZA GeoEnvironmental, Inc. (the "Company"), hereby certify that Steven R. Lamb is a Principal and Senior Vice President of the Company and, pursuant to a vote adopted by the unanimous written consent of the Board of Directors of the Company in March 2011, Steven R. Lamb is authorized to execute and deliver contracts, bonds and other documents related to the performance of professional services for the State of New Hampshire, Department of Environmental Services in the name and on behalf of the Company, and to affix the Corporate Seal thereto, if and as required.

I further certify that the aforesaid unanimous written consent and the authority vested thereby have not been amended or revoked and are still in full force and effect.

WITNESS my hand and seal of the Corporation this 4th day of April 2011.

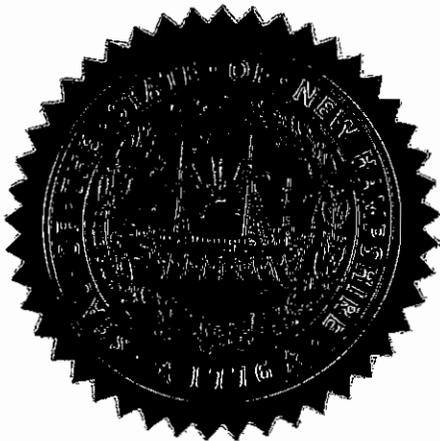



Kenneth R. Johnston

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 GZA GEOENVIRONMENTAL, INC., a(n) Massachusetts corporation, is authorized to transact business in New Hampshire and qualified on October 28, 1981. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 25th day of May, A.D. 2011

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

ACORD**CERTIFICATE OF LIABILITY INSURANCE**DATE (MM/DD/YYYY)
4/6/2011

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 SUGROGATION 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 Risk Strategies Company 160 Federal Street Boston, MA 02110	CONTACT NAME:	Jennifer Harper			
	PHONE (A/C, No, Ext):	617-330-5700	FAX (A/C, No):	617-330-5789	
INSURED GZA GeoEnvironmental, Inc. 380 Harvey Road Manchester, NH 03103	E-MAIL ADDRESS:	gzacerts@risk-strategies.com			
	INSURERS AFFORDING COVERAGE				NAIC #
	INSURER A	Commerce & Industry Insurance Company			
	INSURER B	Commerce & Industry Insurance Company			
	INSURER				
	INSURER D	Hartford Casualty Ins Co			
	INSURER E	Chartis Specialty Insurance Company			
INSURER					

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	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <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			GL5844682	2/28/2011	2/28/2012	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$10,000 PERSONAL/ADV INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS-COMP/OP AGG \$2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			CA5844683-AOS; CA5844684-MA	2/28/2011	2/28/2012	COMBINED SINGLE LIMIT (Ea Accident) \$1,000,000 BODILY INJURY (Per Person) BODILY INJURY (Per Accident) PROPERTY DAMAGE (Per Accident)
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
D	WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL			08WBRI5940	2/28/2011	2/28/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000
E	Contractor's Pollution/Professional Liability			COPS3778297	2/28/2011	2/28/2012	Claim/Aggregate \$1,000,000

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

Issued as Evidence of Insurance. Job #: 04.P000210.11 | Job Name: NHDES - Brownsfields Contract | Job Locaton: Various, NH

CERTIFICATE HOLDER NH Department of Environmental Services 29 Hazen Drive Concord, NH 3302 Att:	CERT ID: NHD001-4680	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 Michael Christian/JH
--	----------------------	--

**JOINT BOARD OF LICENSURE AND CERTIFICATION
STATE OF NEW HAMPSHIRE**

57 Regional Drive
Concord, N.H. 03301-8518

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Wednesday, September 29, 2010

GZA GEOENVIRONMENTAL INC
380 HARVEY RD
MANCHESTER NH 03103-3347

CERTIFICATE

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

This Authorization shall expire on **December 31, 2011** unless renewed by application prior to that date.

This Authorization is issued by the Board of Professional Engineers on the basis of information in the application filed with the Board.

Board of Professional Engineers

Certificate # 00348

ATTACHMENT A

List of Seven Highest Ranked Firms Based on RFQ and Interview Scoring

Firm Name	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #4	Reviewer #5	Reviewer #6	Reviewer #7	TOTAL SCORE
GZA GeoEnvironmental, Inc	80.0	95.0	96.0	98.0	90.5	94.0	95.0	648.5
Weston Solutions	81.0	96.0	89.0	91.0	88.0	89.0	93.0	627.0
Sanborn Head Associates	80.0	92.0	82.0	95.0	87.0	87.0	87.0	610.0
GeoInsight, Inc.	69.0	90.0	91.0	89.0	83.5	74.0	78.0	574.5
Ransom Environmental Consultants	74.0	91.0	69.0	89.0	80.0	78.0	75.0	556.0
Nobis Engineering	75.0	90.0	77.0	70.0	75.0	70.0	80.0	537.0
Comprehensive Environmental Inc.	69.0	87.0	86.0	70.0	65.0	66.0	59.0	482.0
ATC Associates	Not selected for interview							
Loureiro Engineering Associates, Inc.	Not selected for interview							
KAS Envir. & Geological Consulting	Not selected for interview							
Terracon	Not selected for interview							
Tyree Environmental Corp.	Not selected for interview							

DES Evaluation Team

Evaluation Team Members	Titles	Years Experience
Steven A. Croce, P.E.	Civil Engineer V	35+ Years Experience
Kenneth N. Kettinger, Ph.D., P.G	Hydrogeologist V	40+ Years Experience
Sarah Y. Kim, P.G.	Hydrogeologist IV	16 Years Experience
Frederick J. McGarry, P.E., DEE	Assistant Director	40+ Years Experience
Talcott Hubbard, P.E.	Civil Engineer V	28 Years Experience
John M. Regan, P.G.	Hydrogeologist V	35+ Years Experience
H. Keith DuBois, P.G.	Hydrogeologist IV	25 Years Experience



ATTACHMENT C



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES

Steve Croce



Thomas S. Burack, Commissioner

June 20, 2011

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

APPROVED G & C

DATE 7/13/11
 TERM # 57

REQUESTED ACTION

Authorize the Department of Environmental Services (DES) to enter into a contract with Ransom Environmental Consultants, Inc. (Ransom), Portsmouth, NH, (VC#174588), in the amount of \$1,715,000.00, to perform site investigations, Brownfields assessments, cleanup planning and remediation services at contaminated sites and Brownfields sites effective upon Governor and Council approval through June 30, 2015. 68% Federal Funds, 32% Other Funds (Hazardous Waste Cleanup Fund and Oil Pollution Control Fund).

Funding is available in the accounts listed below as follows with the authority to adjust encumbrances in each of the state fiscal years through the Budget Office if needed and justified. Funding for FY 2012-2015 is contingent upon the availability and continued appropriation of funds.

Fund Name and Account Number	FY 2012	FY 2013	FY 2014	FY 2015	Totals
Brownfields State Response 03-44-44-444010-2514-102-500731	\$50,000.00	\$50,000.00	\$60,000.00	\$50,000.00	\$210,000.00
Oil Pollution Control Fund 03-44-44-444010-1400-102-500731	\$0.00	\$25,000.00	\$25,000.00	\$25,000.00	\$75,000.00
Hazardous Waste Cleanup Fund 03-44-44-444010-5392-102-500731	\$125,000.00	\$120,000.00	\$120,000.00	\$120,000.00	\$485,000.00
Brownfields Coalition Assessment Grant 03-44-44-444010-2323-102-500731	\$223,000.00	\$224,000.00	\$249,000.00	\$249,000.00	\$945,000.00
	\$398,000.00	\$419,000.00	\$454,000.00	\$444,000.00	\$1,715,000.00

EXPLANATION

The purpose of the requested action is to provide DES with professional environmental services to perform the following tasks: 1) rapidly and efficiently respond to emergencies caused by releases to the environment from petroleum and/or hazardous constituents; 2) investigate and remediate contaminated sites where the responsible party is either unknown or unable to perform the required work; and 3) provide site assessment/investigation, cleanup planning and remediation services at Brownfields sites. Previously, in 1996, 1998, 2003, and 2007 the Governor and Council approved similar contracts to provide professional environmental services. The current

five professional engineering contracts expire on June 30, 2011. DES has completed a new qualifications based selection process and Ransom was selected as one of the vendors for a new four-year contract. The requested action will allow DES to continue to: 1) respond to emergencies caused by spills of petroleum or hazardous wastes; 2) investigate and remediate abandoned or delinquent contaminated sites within the state; and 3) fulfill the requirements of DES' EPA Brownfields Cooperative Agreements to assess and assist in the cleanup of eligible Brownfields sites.

This environmental services contract will ensure that professional quality investigation, and remediation design and oversight can rapidly and cost-effectively be obtained and implemented. The services of Ransom will be available to assist DES in the investigation and remediation of contaminated sites such as Superfund sites and Brownfields sites where the responsible party is unknown or unable to perform the required work or is otherwise eligible to receive Brownfields assistance. This use of professional engineering services allows DES to obtain the required data and identify the appropriate remedy to accelerate the required cleanup action, protect public health, and encourage reuse and redevelopment of abandoned or underutilized sites where appropriate.

Depending on the site-specific needs of each Ransom assignment, the work scopes could involve activities such as: site characterization; groundwater sampling and analysis; site investigations; groundwater management and discharge permitting and monitoring; risk assessments and toxics monitoring; pilot studies and treatability studies; remediation designs and specifications; hazardous building assessments; hazard rankings for USEPA; oversight of remedial work; operation and maintenance services for treatment systems; and expert witness services for DES.

In August 2010, DES solicited qualifications and experience statements from professional environmental engineering firms using the procurement process as prescribed by RSA 21-I:22. DES received twelve qualification packages which were reviewed and rated by a seven-member DES evaluation committee. The group of twelve firms was reduced to seven firms based on detailed evaluations and determination of engineering capabilities, experiences, and resources in New Hampshire. DES interviewed the top seven firms in November 2010. Each firm was provided the opportunity to present its proposed project team, summarize its approach to this contract, and present responses to a number of standard and firm-specific questions provided by DES. Upon completion of these interviews, the DES evaluation committee scored and ranked the seven firms as follows.

• GZA GeoEnvironmental, Inc.	648.5
• Weston Solutions, Inc.	627.0
• Sanborn Head & Associates	610.0
• GeoInsight, Inc	574.5
• Ransom Environmental Consultants, Inc.	556.0
• Nobis Engineering, Inc.	537.0
• Comprehensive Environmental, Inc.	482.0

The maximum possible score was 700. See Attachment A for the scores on the seven short-listed firms by the DES evaluation committee members.

DES sent a Negotiation Package to the top five firms requesting proposed labor rates, indirect cost rates, other direct cost multipliers, and subcontractor and profit mark-ups for this four-year contract. DES took into account the estimated value, scope, complexity, and professional nature of the engineering services to be rendered.

Proposed rates and terms have been submitted, and DES has worked with Ransom in order to develop fair and reasonable rates and terms for each contract. Salary rates will be renegotiated at the end of the second year of the contract. Any adjustment will be approved by the Department and will apply to salaries during the remaining two years of the contract.

DES has negotiated scopes-of-work, multipliers and prices with Ransom for the proposed environmental work and reached an agreement on the contract terms and conditions. The detailed labor rates, indirect cost and profit mark-ups, and other direct costs, are contained in the Ransom proposal. This contract has been approved by the Attorney General's Office as to form, content, and execution. See Exhibit B-1 for the detailed EPA Form 5700-41 Cost Estimate.

We respectfully request your approval.



Thomas S. Burack
Commissioner

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name DEPARTMENT OF ENVIRONMENTAL SERVICES		1.2 State Agency Address 29 HAZEN DRIVE, PO BOX 95, CONCORD, NH 03302-0095	
1.3 Contractor Name RANSOM ENVIRONMENTAL CONSULTANTS, INC.		1.4 Contractor Address 112 CORPORATE DRIVE, PORTSMOUTH, NH 03801	
1.5 Contractor Phone Number 603-436-1490	1.6 Account Number SEE EXHIBIT "B"	1.7 Completion Date JUNE 30, 2015	1.8 Price Limitation \$1,715,000.00
1.9 Contracting Officer for State Agency STEVEN A. CROCE, P.E.		1.10 State Agency Telephone Number 603-271-2229	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory STEPHEN B. RANSOM, PRESIDENT & TREASURER	
1.13 Acknowledgement: State of <u>Maine</u> , County of <u>York</u> On <u>6-6-2011</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.			
1.13.1 Signature of Notary Public or Justice of the Peace 		MELISSA M. CHASE NOTARY PUBLIC STATE OF MAINE EXPIRES JANUARY 11, 2017	
1.13.2 Name and Title of Notary or Justice of the Peace [Seal]			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory THOMAS S. BURACK, COMMISSIONER	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: On: <u>6-16-11</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

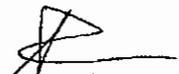
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials 
Date 6/6/11

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

Contractor Initials

Date 6/6/11

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual

intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials 
Date 6/6/11

Exhibit A
Scope of Work

STATE OF NEW HAMPSHIRE
DES CONTRACT FOR SITE INVESTIGATION –REMEDIATION DESIGN – REMEDIAL
ACTION IMPLEMENTATION

This contract covers environmental activities such as site characterization; groundwater sampling and analysis; site investigations; groundwater management and discharge permitting and monitoring; risk assessments and toxics monitoring; pilot studies and treatability studies; remediation designs and specifications; hazardous building assessments; hazard rankings for USEPA; oversight of remedial work; operation and maintenance services for treatment systems; and expert witness services for DES.

Separate project assignments will be given to Ransom Environmental Consultants, Inc. (Ransom) to complete within specified time periods during the four year contract duration.

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

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

Exhibit B
Estimated Budget and Payment Method

I. Funding Account Numbers

Fund Name and Account Number	Totals
Brownfields State Response 03-44-44-444010-2514	\$210,000.00
Oil Pollution Control Fund 03-44-44-444010-1400	\$75,000.00
Hazardous Waste Cleanup Fund 03-44-44-444010-5392	\$485,000.00
Brownfields Coalition Assessment Grant 03-44-44-444010-2323	\$945,000.00
	\$1,715,000.00

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

II. Submission of Invoices by Ransom

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

1. Ransom name and vendor code.
2. Invoice date and invoice number.
3. Project/Site name and number (originated by DES).
4. Period of work being invoiced (start and end dates).
5. Work Scope Approval (WSA) number(s).
6. Project task/activity numbers and descriptions must be numbered as show on the WSA and summarized in a manner which clearly shows the charges associated for each WSA task.
7. A brief explanation of the tasks performed/completed during the billing period
8. Copies of invoices and bills from all subcontractors and services.

Items 1, 2, 3, 4, and 5 must be clearly displayed on the first page of the invoice.

B. Ransom shall inform DES in writing when they are submitting a final invoice for any WSA upon completion of all project tasks/activities. Upon approval of the required work product or report by the DES project manager, DES will pay the final invoice and any unused funds encumbered by that WSA will be unencumbered so that they can be reallocated.

III. Payments to Ransom

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

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

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

IV. Salary Rate Adjustment

It is understood that the salary rates provided in this contract shall be effective through June 30, 2013. A salary rate adjustment will be negotiated between the firm and NHDES and the adjusted rates, once agreed to, will be effective July 1, 2013 through the end of the contract, June 30, 2015.

EXHIBIT B-1

COST OR PRICE SUMMARY FORMAT FOR SUBAGREEMENTS UNDER U.S. EPA ASSISTANCE (EPA 5700-41 Form)

PART I - GENERAL	
1. RECIPIENT State of NH; DES	2. ASSISTANCE IDENTIFICATION NO.
3. NAME OF CONTRACTOR Ransom Environmental Consultants, Inc	4. DATE OF PROPOSAL 4-Apr-11
5. ADDRESS Pease International Tradeport 112 Corporate Drive, Portsmouth, NH 03801	6. TYPE OF SERVICE TO BE FURNISHED Environmental Consulting

PART II - COST SUMMARY

7. DIRECT LABOR (Specify labor category)	ESTIMATED HOURS	HOURLY RATE	ESTIMATED COST	TOTALS	
Principal	99.6025	\$ 68.03	\$ 6,775.68		
Project Director	498.0125	\$ 53.71	\$ 26,748.25		
Sr. Scientist/Project Manager (Includes Sr. PE & PG)	796.82	\$ 49.32	\$ 39,302.15		
Project Manager (includes PE & PG)	1992.05	\$ 34.63	\$ 68,975.40		
E/G/S III	1494.0375	\$ 26.31	\$ 39,306.46		
E/G/S II	1185.23	\$ 22.95	\$ 27,428.54		
E/G/S I	796.82	\$ 20.81	\$ 16,583.15		
Technician	1494.0375	\$ 19.68	\$ 29,402.66		
Specialist	398.41	\$ 42.36	\$ 16,877.79		
CAD/GIS	498.0125	\$ 24.82	\$ 12,356.18		
Admin and Support	697.2175	\$ 17.27	\$ 12,043.27		
DIRECT LABOR TOTAL:				\$ 295,800.52	
8. INDIRECT COSTS (Specify indirect cost pools)	RATE	X BASE	ESTIMATED COST		
Overhead	1.9	\$ 295,800.52	\$ 562,020.99		
INDIRECT COSTS TOTAL:				\$ 562,020.99	
9. OTHER DIRECT COSTS					
a. TRAVEL			ESTIMATED COST		
(1) TRANSPORTATION			\$ 12,800.00		
(1) PER DIEM			\$ 3,200.00		
TRAVEL SUBTOTAL:			\$ 16,000.00		
b. EQUIPMENT, MATERIALS, SUPPLIES (Specify categories)		QTY	COST	ESTIMATED COST	
Consumables		48	650	\$ 31,200.00	
Rentals		48	650	\$ 31,200.00	
EQUIPMENT SUBTOTAL:				\$ 62,400.00	
c. SUBCONTRACTS SUBTOTAL			ESTIMATED COST		
Subsurface (drilling, test pits)			\$ 240,000.00		
Laboratory			\$ 325,000.00		
SUBCONTRACTS SUBTOTAL:			\$ 565,000.00		
d. OTHER (Specify categories)			ESTIMATED COST		
Remedial (Excavation, System Construction)			\$ 15,999.92		
Soil/Water Treatment/Disposal			\$ 16,000.00		
OTHER SUBTOTAL:			\$ 31,999.92		
OTHER DIRECT COSTS TOTAL:				\$ 675,399.92	
10. TOTAL ESTIMATED COST				\$ 1,533,221.43	
11. PROFIT (By category)	RATE	X BASE	ESTIMATED PROFIT		
Labor + indirect Cost	0.12	\$ 857,821.51	\$ 102,938.58		
Travel+Equipment+Other Costs	0.1	\$ 78,400.00	\$ 7,840.00		
Subcontracts (Subsurf.+Lab.)	0.12	\$ 565,000.00	\$ 67,800.00		
Remedial+Soil Treatment/Disposal (<\$50,000)	0.1	\$ 31,999.92	\$ 3,199.99		
Remedial+Soil Treatment/Disposal (<\$100,000)	0.075		\$ -		
Remedial+Soil Treatment/Disposal (>\$100,000)	0.05		\$ -		
PROFIT TOTAL:			\$ 181,776.57		
12. TOTAL PRICE				\$ 1,715,000.00	

Exhibit C
Special Provisions

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY *Revision:*

- 6.1 In connection with the performance of the Services, the Contractor shall comply with applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

7. PERSONNEL *Revision:*

- 7.1 The Contractor shall at its own expense provide the personnel necessary to perform the Services. The Contractor warrants that the personnel engaged in the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

13. INDEMNIFICATION *Revision:*

13.1 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, and 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 negligent, reckless, or wrongful 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 is hereby reserved to the State. This covenant shall survive the termination of this agreement.

RANSOM ENVIRONMENTAL CONSULTANTS, INC.

Unanimous Written Consent of the Board of Directors

May 24, 2011

The undersigned, being the sole member of the Board of Directors of Ransom Environmental Consultants, Inc. (the "Company"), does hereby consent to the adoption of the following resolutions without a meeting pursuant to M.G.L.A. 156D § 8.21:

RESOLVED: That the Company enter into an Environmental Consultant Contract with the New Hampshire Department of Environmental Services ("DES").

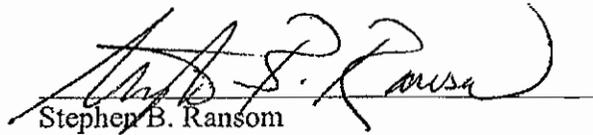
FURTHER

RESOLVED: That Stephen B. Ransom in his capacity as President and Treasurer of the Company (the "Authorized Officer") be, and he hereby is, authorized and empowered to enter into contracts on behalf of the Company.

FURTHER

RESOLVED: That, in addition to and not in limitation of the foregoing, the Authorized Officer or other proper officer of the Company be, and each hereby is, authorized, empowered, and directed to make, sign, execute, acknowledge, deliver, file, record and publish any and all agreements, orders, directions, requests, receipts, certificates or other instruments, papers and documents, and to perform any and all such acts and things as may be required or appropriate to carry out the terms and provisions of each of the foregoing resolutions and the transactions contemplated thereby, and all such actions heretofore taken by the Authorized Officer or other proper officer of the Company are hereby ratified and approved.

The undersigned further directs that this written consent will take effect as of the date first above written and shall be filed with the records of the minutes of the meetings of the Board of Directors and stockholders of the Corporation.


Stephen B. Ransom

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 RANSOM ENVIRONMENTAL CONSULTANTS, INC., a(n) Massachusetts corporation, is authorized to transact business in New Hampshire and qualified on April 15, 1988. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 27th day of May, A.D. 2011

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

OP ID: AD

DATE (MM/DD/YYYY)

05/25/11

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 Poole Professional Ltd. 107 Audubon Rd. #2, Ste. 305 Wakefield, MA 01880 Ernest J. Swymer	781-245-5400	CONTACT NAME:	
	781-245-5463	PHONE (A/C, No. Ext):	FAX (A/C, No):
E-MAIL ADDRESS:		PRODUCER CUSTOMER ID #: RANSO-2	
INSURED Ransom Environmental Consultants, Inc. Oak Engineers, LLC 12 Kent Way, Suite 100 Byfield, MA 01922-1221		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A: Charter Oak Fire Ins. Co.	25615
		INSURER B: Travelers Indemnity Co.	25658
		INSURER C: St Paul Fire & Marine	24767
		INSURER D: Travelers Indemnity Co of CT	25682
		INSURER E:	
		INSURER F:	

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	TYPE OF INSURANCE	ADDL SUBR INSR Y/ND	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X	6808300L014	02/20/11	02/20/12	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person)	\$ 10,000
	<input checked="" type="checkbox"/> Business Owners					PERSONAL & ADV INJURY	\$ 1,000,000
B	<input checked="" type="checkbox"/> Contractual Liab.		BA8235L470	02/20/11	02/20/12	GENERAL AGGREGATE	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG	\$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						\$
	AUTOMOBILE LIABILITY						
C	<input type="checkbox"/> ANY AUTO		QK06503248	02/20/11	02/20/12	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per person)	\$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS					PROPERTY DAMAGE (Per accident)	\$
D	<input checked="" type="checkbox"/> NON-OWNED AUTOS		UB5693Y274	04/01/11	04/01/12		\$
	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR					EACH OCCURRENCE	\$ 10,000,000
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE	\$ 10,000,000
	DEDUCTIBLE						\$
D	<input checked="" type="checkbox"/> RETENTION \$ 10000	N/A	UB5693Y274	04/01/11	04/01/12		\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					<input checked="" type="checkbox"/> NO STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The certificate holder is included as additional insured under the general liability policy subject to the same terms and conditions.

CERTIFICATE HOLDER

NHDES-2

New Hampshire Department of
Environmental Services
29 Hazen Drive
P. O. Box 95
Concord, NH 03302-0095

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

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CERTIFICATE OF LIABILITY INSURANCE

OP ID: AD

DATE (MM/DD/YYYY)

05/25/11

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 Poole Professional Ltd. 107 Audubon Rd. #2, Ste. 305 Wakefield, MA 01880 Ernest J. Swymer	781-245-5400	CONTACT NAME:	
	781-245-5463	PHONE (AG, No, Ext):	FAX (AG, No):
		E-MAIL ADDRESS:	
		PRODUCER CUSTOMER ID #:	RANSO-2
		INSURER(S) AFFORDING COVERAGE	
INSURED Ransom Environmental Consultants, Inc. Oak Engineers, LLC 12 Kent Way, Suite 100 Byfield, MA 01922-1221	INSURER A:		NAUTILUS INSURANCE COMPANY
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		
		NAIC #	17370

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

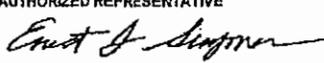
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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	TYPE OF INSURANCE	ADDL INSR	SUBS WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS								
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			<div style="border: 1px solid black; padding: 5px;"> <p>RECEIVED NHDES JUN 08 2011 Oil Remediation & Compliance Bureau</p> </div>			EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$								
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS							COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$							
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$ \$								
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				<table border="1"> <tr> <td>WC STATUTORY LIMITS</td> <td>OTHER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$</td> </tr> </table>	WC STATUTORY LIMITS	OTHER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$
WC STATUTORY LIMITS	OTHER														
E.L. EACH ACCIDENT	\$														
E.L. DISEASE - EA EMPLOYEE	\$														
E.L. DISEASE - POLICY LIMIT	\$														
A	Archs./Engrs. Prof			ECOP1528692-10	03/13/11	03/13/12	Per Claim 1,000,000								
B	Liab. & Pollution						Aggregate 1,000,000								

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 For professional liability coverage, the aggregate limit is the total insurance available for all covered claims presented within the policy period. The limit will be reduced by payments of indemnity and expense.

CERTIFICATE HOLDER

CANCELLATION

New Hampshire Department of Environmental Services 29 Hazen Drive P. O. Box 95 Concord, NH 03302-0095	NHDES-2	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
		AUTHORIZED REPRESENTATIVE 

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**JOINT BOARD OF LICENSURE AND CERTIFICATION
STATE OF NEW HAMPSHIRE**

57 Regional Drive
Concord, N.H. 03301-8518

LOUISE LAVERTU
EXECUTIVE DIRECTOR

PROFESSIONAL ENGINEERS
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LAND SURVEYORS
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PROFESSIONAL GEOLOGISTS
NATURAL SCIENTISTS
LANDSCAPE ARCHITECTS
COURT REPORTERS
HOME INSPECTORS

Telephone 603-271-2219
Fax 271-7928 • 271-6990



Thursday, September 30, 2010

RANSOM ENVIR CNSLTS INC
PEASE INTRNL TRADEPORT 112 COR
PORTSMOUTH NH 03801-

CERTIFICATE

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

This Authorization shall expire on **December 31, 2011** unless renewed by application prior to that date.

This Authorization is issued by the Board of Professional Engineers on the basis of information in the application filed with the Board.

Board of Professional Engineers

Certificate # 00932

ATTACHMENT A

List of Seven Highest Ranked Firms Based on RFQ and Interview Scoring

Firm Name	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #4	Reviewer #5	Reviewer #6	Reviewer #7	TOTAL SCORE
GZA GeoEnvironmental, Inc	80.0	95.0	96.0	98.0	90.5	94.0	95.0	648.5
Weston Solutions	81.0	96.0	89.0	91.0	88.0	89.0	93.0	627.0
Sanborn Head Associates	80.0	92.0	82.0	95.0	87.0	87.0	87.0	610.0
GeoInsight, Inc.	69.0	90.0	91.0	89.0	83.5	74.0	78.0	574.5
Ransom Environmental Consultants	74.0	91.0	69.0	89.0	80.0	78.0	75.0	556.0
Nobis Engineering Comprehensive Environmental Inc.	75.0	90.0	77.0	70.0	75.0	70.0	80.0	537.0
ATC Associates	69.0	87.0	86.0	70.0	65.0	66.0	59.0	482.0
Loureiro Engineering Associates, Inc.	Not selected for interview							
KAS Envir. & Geological Consulting	Not selected for interview							
Terracon	Not selected for interview							
Tyree Environmental Corp.	Not selected for interview							

DES Evaluation Team

Evaluation Team Members	Titles	Years Experience
Steven A. Croce, P.E.	Civil Engineer V	35+ Years Experience
Kenneth N. Kettinger, Ph.D., P.G	Hydrogeologist V	40+ Years Experience
Sarah Y. Kim, P.G.	Hydrogeologist IV	16 Years Experience
Frederick J. McGarry, P.E., DEE	Assistant Director	40+ Years Experience
Talcott Hubbard, P.E.	Civil Engineer V	28 Years Experience
John M. Regan, P.G.	Hydrogeologist V	35+ Years Experience
H. Keith DuBois, P.G.	Hydrogeologist IV	25 Years Experience

ATTACHMENT D



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES



Thomas S. Burack, Commissioner

June 20, 2011

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

APPROVED BY _____
 DATE 7/13/11
 ITEM # 53

REQUESTED ACTION

Authorize the Department of Environmental Services (DES) to enter into a contract with Weston Solutions, Inc. (Weston), Concord, NH, (VC#175179), in the amount of \$3,907,000.00, to perform site investigations, Brownfields assessments, cleanup planning and remediation services at contaminated sites and Brownfields sites effective upon Governor and Council approval through June 30, 2015. 58% Federal Funds, 17% Other Funds (Hazardous Waste Cleanup Fund, Oil Pollution Control Fund, and Gasoline Remediation & Elimination Ethers Fund), and 25% General Funds.

Funding is available in the accounts listed below as follows with the authority to adjust encumbrances in each of the state fiscal years through the Budget Office if needed and justified. Funding for FY 2012-2015 is contingent upon the availability and continued appropriation of funds.

Fund Name and Account Number	FY 2012	FY 2013	FY 2014	FY 2015	Totals
Oil Pollution Control Fund 03-44-44-444010-1400-102-500731	\$40,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$130,000.00
Gasoline Remediation & Elimination Ethers Fund 03-44-44-444010-1419-102-500731	\$70,000.00	\$70,000.00	\$40,000.00	\$30,000.00	\$210,000.00
Brownfields State Response 03-44-44-444010-2514-102-500731	\$60,000.00	\$75,000.00	\$50,000.00	\$75,000.00	\$260,000.00
CERCLA Programs 03-44-44-444010-2590-102-500731	\$150,000.00	\$150,000.00	\$350,000.00	\$250,000.00	\$900,000.00
Hazardous Waste Cleanup Fund 03-44-44-444010-5392-102-500731	\$25,000.00	\$100,000.00	\$95,000.00	\$95,000.00	\$315,000.00
Brownfields Coalition Assessment Grant 03-44-44-444010-2323-102-500731	\$250,000.00	\$250,000.00	\$300,000.00	\$300,000.00	\$1,100,000.00
CERCLA Maintenance 03-44-44-444010-2589-102-500731	\$57,000.00	\$195,000.00	\$370,000.00	\$370,000.00	\$992,000.00
	\$652,000.00	\$870,000.00	\$1,235,000.00	\$1,150,000.00	\$3,907,000.00

EXPLANATION

The purpose of the requested action is to provide DES with professional environmental services to perform the following tasks: 1) rapidly and efficiently respond to emergencies caused by releases to the environment from petroleum and/or hazardous constituents; 2) investigate and remediate contaminated sites where the responsible party is either unknown or unable to perform the required work; and 3) provide site assessment/investigation, cleanup planning and remediation services at Brownfields sites. Previously, in 1996, 1998, 2003, and 2007 the Governor and Council approved similar contracts to provide professional environmental services. The current four contracts expire on June 30, 2011. DES has completed a new qualifications-based selection process and Weston was selected as one of the vendors for a new four-year contract. The requested action will allow DES to continue to: 1) respond to emergencies caused by spills of petroleum or hazardous wastes; 2) investigate and remediate abandoned or delinquent contaminated sites within the state; and 3) fulfill the commitments of DES' EPA Brownfields Cooperative Agreements to assess and assist in the cleanup of eligible Brownfields sites.

This environmental services contract will ensure that professional quality investigation, and remediation design and oversight can rapidly and cost-effectively be obtained and implemented. The services of Weston will be available to assist DES in the investigation and remediation of contaminated sites such as Superfund sites and Brownfields sites where the responsible party is unknown or unable to perform the required work or is otherwise eligible to receive Brownfields assistance. This use of professional engineering services allows DES to obtain the required data and identify the appropriate remedy to accelerate the required cleanup action, protect public health, and encourage reuse and redevelopment of abandoned or underutilized sites where appropriate.

Depending on the site-specific needs of each Weston assignment, the work scopes could involve activities such as: site characterization; groundwater sampling and analysis; site investigations; groundwater management and discharge permitting and monitoring; risk assessments and toxics monitoring; pilot studies and treatability studies; remediation designs and specifications; hazardous building assessments; hazard rankings for USEPA; oversight of remedial work; operation and maintenance services for treatment systems; and expert witness services for DES.

In August 2010, DES solicited qualifications and experience statements from professional environmental engineering firms using the procurement process as prescribed by RSA 21-I:22. DES received twelve qualification packages which were reviewed and evaluated by a seven-member DES evaluation committee. The group of twelve firms was reduced to seven firms based on detailed evaluations and determination of engineering capabilities, experiences, and resources in New Hampshire. DES interviewed the top seven firms in November 2010. Each firm was provided the opportunity to present its proposed project team, summarize its approach to this contract, and present responses to a number of standard and firm-specific questions provided by DES. Upon completion of these interviews, the DES evaluation committee scored and ranked the seven firms as follows.

- GZA GeoEnvironmental, Inc. 648.5
- Weston Solutions, Inc. 627.0
- Sanborn Head & Associates 610.0
- GeoInsight, Inc 574.5
- Ransom Environmental Consultants, Inc. 556.0

- Nobis Engineering, Inc. 537.0
- Comprehensive Environmental, Inc. 482.0

The maximum possible score was 700. See Attachment A for the scores on the seven short-listed firms by the DES evaluation committee members.

DES sent a Negotiation Package to the top five firms requesting proposed labor rates, indirect cost rates, other direct cost multipliers, and subcontractor and profit mark-ups for this four-year contract. DES took into account the estimated value, scope, complexity, and professional nature of the engineering services to be rendered. Proposed rates and terms have been submitted, and DES has worked with Weston in order to develop fair and reasonable rates and terms for the contract. Salary rates will be renegotiated at the end of the second year of the contract. Any adjustment will be approved by the Department and will apply to salaries during the remaining two years of the contract.

DES has negotiated scopes-of-work, multipliers and prices with Weston for the proposed environmental work and reached an agreement on the contract terms and conditions. The detailed labor rates, indirect cost and profit mark-ups, and other direct costs, are contained in the Weston proposal. This contract has been approved by the Attorney General's Office as to form, content, and execution. See Exhibit B-1 for the detailed EPA Form 5700-41 Cost Estimate.

We respectfully request your approval.


Thomas S. Burack
Commissioner

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

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name <div style="border: 1px solid black; padding: 2px;">DEPARTMENT OF ENVIRONMENTAL SERVICES</div>		1.2 State Agency Address <div style="border: 1px solid black; padding: 2px;">29 HAZEN DRIVE, PO BOX 95, CONCORD, NH 03302-0095</div>	
1.3 Contractor Name <div style="border: 1px solid black; padding: 2px;">WESTON SOLUTIONS, INC.</div>		1.4 Contractor Address <div style="border: 1px solid black; padding: 2px;">SUITE 100, CONSTITUTION DRIVE, CONCORD, NH 03301</div>	
1.5 Contractor Phone Number <div style="border: 1px solid black; padding: 2px;">603-656-5400</div>	1.6 Account Number <div style="border: 1px solid black; padding: 2px;">SEE EXHIBIT "B"</div>	1.7 Completion Date <div style="border: 1px solid black; padding: 2px;">JUNE 30, 2015</div>	1.8 Price Limitation <div style="border: 1px solid black; padding: 2px;">\$3,907,000.00</div>
1.9 Contracting Officer for State Agency <div style="border: 1px solid black; padding: 2px;">STEVEN A. CROCE, P.E.</div>		1.10 State Agency Telephone Number <div style="border: 1px solid black; padding: 2px;">603-271-2229</div>	
1.11 Contractor Signature <div style="border: 1px solid black; padding: 2px;"></div>		1.12 Name and Title of Contractor Signatory <div style="border: 1px solid black; padding: 2px;">BRUCE A. CAMPBELL, P.E., PRINCIPAL</div>	
1.13 Acknowledgement: State of New Hampshire , County of Merrimack On June 6th, 2011 before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <div style="border: 1px solid black; padding: 2px;">[Seal] </div>			
1.13.2 Name and Title of Notary or Justice of the Peace <div style="border: 1px solid black; padding: 2px;">Lisa E. Phillips LISA E. PHILLIPS, Notary Public My Commission Expires February 13, 2013</div>			
1.14 State Agency Signature <div style="border: 1px solid black; padding: 2px;"></div>		1.15 Name and Title of State Agency Signatory <div style="border: 1px solid black; padding: 2px;">THOMAS S. BURACK, COMMISSIONER</div>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: On: 6-13-2011			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

Contractor Initials BAC
Date 6-6-11

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual

intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Exhibit A
Scope of Work

**STATE OF NEW HAMPSHIRE
DES CONTRACT FOR SITE INVESTIGATION – REMEDIATION DESIGN – REMEDIAL
ACTION IMPLEMENTATION**

This contract covers environmental activities such as site characterization; groundwater sampling and analysis; site investigations; groundwater management and discharge permitting and monitoring; risk assessments and toxics monitoring; pilot studies and treatability studies; remediation designs and specifications; hazardous building assessments; hazard rankings for USEPA; oversight of remedial work; operation and maintenance services for treatment systems; and expert witness services for DES.

Separate project assignments will be given to Weston Solutions, Inc. (Weston) to complete within specified time periods during the four year contract duration.

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

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

Exhibit B
Estimated Budget and Payment Method

I. Funding Account Numbers

Fund Name and Account Number	Totals
Oil Pollution Control Fund 03-44-44-444010-1400	\$130,000.00
Gasoline Remediation & Elimination Ethers Fund 03-44-44-444010-1419	\$210,000.00
Brownfields State Response 03-44-44-444010-2514	\$260,000.00
CERCLA Programs 03-44-44-444010-2590	\$900,000.00
Hazardous Waste Cleanup Fund 03-44-44-444010- 5392	\$315,000.00
Brownfields Coalition Assessment Grant 03-44-44-444010-2323	\$1,100,000.00
CERCLA Maintenance 03-44-44-444010-2589	\$992,000.00
	\$3,907,000.00

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

II. Submission of Invoices by Weston

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

1. Weston name and vendor code.
2. Invoice date and invoice number.
3. Project/Site name and number (originated by DES).
4. Period of work being invoiced (start and end dates).
5. Work Scope Approval (WSA) number(s).
6. Project task/activity numbers and descriptions must be numbered as show on the WSA and summarized in a manner which clearly shows the charges associated for each WSA task.
7. A brief explanation of the tasks performed/completed during the billing period
8. Copies of invoices and bills from all subcontractors and services.

Items 1, 2, 3, 4, and 5 must be clearly displayed on the first page of the invoice.

B. Weston shall inform DES in writing when they are submitting a final invoice for any WSA upon completion of all project tasks/activities. Upon approval of the required work product or report by the DES project manager, DES will pay the final invoice and any unused funds encumbered by that WSA will be unencumbered so that they can be reallocated.

III. Payments to Weston

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

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

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

IV. Salary Rate Adjustment

It is understood that the salary rates provided in this contract shall be effective through June 30, 2013. A salary rate adjustment will be negotiated between the firm and NHDES and the adjusted rates, once agreed to, will be effective July 1, 2013 through the end of the contract, June 30, 2015.

EXHIBIT B-1

COST OR PRICE SUMMARY FORMAT FOR SUBAGREEMENTS UNDER U.S. EPA GRANTS				Form Approved OMB No. 158-R0144	
1. GRANTEE NH Department of Environmental Services		2. GRANT NUMBER			
3. NAME OF CONTRACTOR OR SUBCONTRACTOR Weston Solutions, Inc.		4. DATE OF PROPOSAL 6/2/2011			
5. ADDRESS OF CONTRACTOR OR SUBCONTRACTOR 45 Constitution Avenue, Suite 100 Concord, NH 03301		6. TYPE OF SERVICE TO BE FURNISHED Site Investigation, Remediation Design and Implementation Oversight and Brownfields Assessment and Cleanup Services at various Sites			
PART II - COST SUMMARY					
7. DIRECT LABOR	Est Hours	Hourly Rate	Est Cost	TOTALS	
Principal	24	\$ 74.63	\$ 1,791		
Project Manager	2,000	\$ 42.34	\$ 84,680		
Engineer I	240	\$ 23.60	\$ 5,664		
Engineer II	240	\$ 33.46	\$ 8,030		
Engineer III	320	\$ 49.29	\$ 15,773		
Geologist I	1,920	\$ 24.84	\$ 47,693		
Geologist II	4,800	\$ 27.79	\$ 133,392		
Geologist III	3,200	\$ 39.50	\$ 126,400		
Scientist I	1,200	\$ 20.40	\$ 24,480		
Scientist II	1,200	\$ 27.44	\$ 32,928		
Scientist III	1,500	\$ 37.32	\$ 55,980		
Technician	1,800	\$ 23.12	\$ 41,616		
Drafter (CAD)	2,400	\$ 30.65	\$ 73,560		
Admin/Word Processor	1,600	\$ 24.10	\$ 38,560		
CIH/Safety Professional	240	\$ 51.65	\$ 12,396		
IT Specialist	200	\$ 34.88	\$ 6,976		
Subcontracts Manager	480	\$ 44.39	\$ 21,307		
Sr. Technical Manager	80	\$ 53.73	\$ 4,298		
DIRECT LABOR TOTAL:			\$ 735,525		
8. INDIRECT COSTS	Rate	x Base =	Est. Cost		
Indirect Costs	1.82	\$ 735,525	\$ 1,338,655		
INDIRECT COSTS TOTAL:			\$ 1,338,655		
9. OTHER DIRECT COSTS:			Est. Cost		
a. TRAVEL					
(1) Transportation			\$ 75,000		
(2) Per Diem & Lodging					
TRAVEL SUBTOTAL:			\$ 75,000		
b. EQUIPMENT, MATERIALS, SUPPLIES:			\$ 250,000		
EQUIPMENT SUBTOTAL:			\$ 250,000		
c. SUBCONTRACTS:					
Laboratory Analyses			\$ 440,000		
Drilling Services			\$ 500,000		
Excavation/Waste Disposal			\$ 150,000		
SUBCONTRACTS SUBTOTAL:			\$ 1,090,000		
d. OTHER:					
OTHER SUBTOTAL:			\$ -		
e. OTHER DIRECT COSTS TOTAL:			\$ 1,415,000		
10. TOTAL ESTIMATED COST				\$ 3,489,180	
11. PROFIT				\$ 417,820	
12. TOTAL PRICE				\$ 3,907,000	

EPA Form 5700-41 (2-76)

Exhibit C
Special Provisions

13. INDEMNIFICATION *Revision:*

13.1 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, and 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 negligent, reckless, or wrongful 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 is hereby reserved to the State. This covenant shall survive the termination of this agreement.

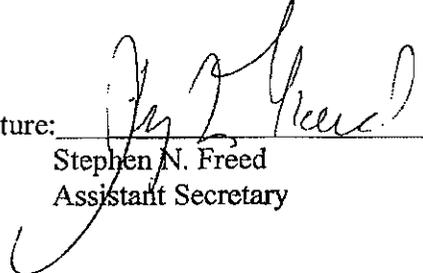
CERTIFICATE OF CORPORATE AUTHORITY

I certify Patrick G. McCann is Chief Executive Officer and President, Vincent A. Laino, Jr., is Chief Financial Officer and Bruce Campbell is Vice President of Weston Solutions, Inc. a Pennsylvania corporation (the "Company").

I further certify that pursuant to the Company's Approval Authority Operating Practice each of the aforementioned President, Chief Executive Officer, Chief Financial Officer and Vice President of the Company is authorized to execute and commit the Company to the conditions, obligations, stipulations and undertakings contained in the New Hampshire Department of Environmental Services – Site Investigation and Remediation and that all necessary corporate approvals have been obtained in relation thereto.

IN WITNESS THEREOF, I have set my hand this 25th day of May 2011.

Signature: _____

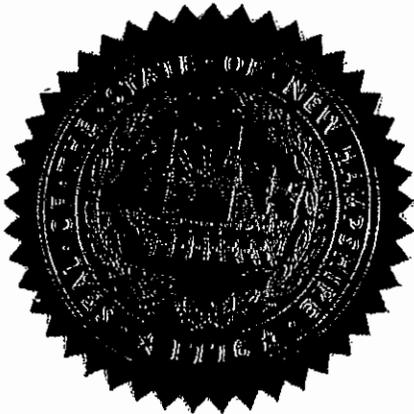

Stephen N. Freed
Assistant Secretary

CORPORATE SEAL

State of New Hampshire
Department of State

CERTIFICATE

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



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 25th day of May, A.D. 2011

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

JOINT BOARD OF LICENSURE AND CERTIFICATION
STATE OF NEW HAMPSHIRE

57 Regional Drive
Concord, N.H. 03301-8518

LOUISE LAVERTU
EXECUTIVE DIRECTOR

Telephone 603-271-2219
Fax 271-7928 • 271-6990

PROFESSIONAL ENGINEERS
ARCHITECTS
LAND SURVEYORS
FORESTERS
PROFESSIONAL GEOLOGISTS
NATURAL SCIENTISTS
LANDSCAPE ARCHITECTS
COURT REPORTERS
HOME INSPECTORS



Friday, September 10, 2010

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

CERTIFICATE

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

This Authorization shall expire on **December 31, 2011** unless renewed by application prior to that date.

This Authorization is issued by the Board of Professional Engineers on the basis of information in the application filed with the Board.

Board of Professional Engineers

Certificate # 00027



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/12/2011

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 MARSH USA INC TWO LOGAN SQUARE PHILADELPHIA, PA 19103 Attn: Philadelphia.certs@Marsh.com Fax 212-948-0360		CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL: ADDRESS: PRODUCER CUSTOMER ID #	
J25307-ALL-GAWUP-11-12 INSURED WESTON SOLUTIONS, INC. ATTN: SUSAN HIPPA-LUDWICK, RISK MANAGER 1400 WESTON WAY WEST CHESTER, PA 19380		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Commerce And Industry Ins Co	NAIC # 19410
		INSURER B: Liberty Insurance Corporation	42404
		INSURER C: N/A	N/A
		INSURER D: N/A	N/A
		INSURER E: Liberty Mutual Fire Ins Co	23035
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** CLE-002803946-27 **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 INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		GL 3779410	01/15/2011	01/15/2012	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea. occurrence) \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> CONTRACTUAL LIABILITY					PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> PER PROJECT AGGREGATE					GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG \$ 2,000,000
	POLICY	PROJ-JECT	LOC			\$
E	AUTOMOBILE LIABILITY		AS2-Z31-477160-041	01/15/2011	01/15/2012	COMBINED SINGLE LIMIT (Ea. accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS					\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS					\$
	UMBRELLA LIAB	OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	CLAIMS-MADE				AGGREGATE \$
	DEDUCTIBLE					\$
	RETENTION \$					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	WC7-Z3D-477160-011 (AOS)	01/15/2011	01/15/2012	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N	N/A	WC2-Z31-477160-051 (OR)	01/15/2011	01/15/2012
						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: SITE INVESTIGATION AND REMEDIATION. THE STATE OF NEW HAMPSHIRE IS INCLUDED AS ADDITIONAL INSURED UNDER THE GENERAL LIABILITY POLICY.

CERTIFICATE HOLDER

NEW HAMPSHIRE DEPARTMENT OF ENVIRONMENTAL SERVICES
ATN. TALCOTT HUBBARD
29 HAZEN DRIVE
P O BOX 95
CONCORD, NH 03302-1964

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

of Marsh USA Inc.

Donna Clappitt

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/12/2011

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 MARSH USA INC. TWO LOGAN SQUARE PHILADELPHIA, PA 19103 Attn: Philadelphia.certs@Marsh.com Fax: 212-948-0360	CONTACT NAME: _____ PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ PRODUCER CUSTOMER ID #: _____			
	INSURER(S) AFFORDING COVERAGE			
INSURED WESTON SOLUTIONS, INC. ATTN: SUSAN HIPP-LUOWICK, RISK MANAGER 1400 WESTON WAY WEST CHESTER, PA 19380	INSURER A:	N/A	NAIC #	N/A
	INSURER B:	N/A	NAIC #	N/A
	INSURER C:	Charlis Specialty Insurance Company	NAIC #	26583
	INSURER D:	N/A	NAIC #	N/A
	INSURER E:	N/A	NAIC #	N/A
	INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** CLE-002803331-27 **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.

INBR LTR	TYPE OF INSURANCE	ADDL INBR	SUBR INBR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS								
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							EACH OCCURRENCE \$ _____ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ _____ MED EXP (Any one person) \$ _____ PERSONAL & ADV INJURY \$ _____ GENERAL AGGREGATE \$ _____ PRODUCTS - COM/POP AGG \$ _____ \$ _____								
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS							COMBINED SINGLE LIMIT (Ea accident) \$ _____ BODILY INJURY (Per person) \$ _____ BODILY INJURY (Per accident) \$ _____ PROPERTY DAMAGE (Per accident) \$ _____ \$ _____ \$ _____								
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE \$ _____ RETENTION \$ _____				PROU 14999614	01/15/2011	01/15/2012	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ _____ \$ _____								
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below							<table border="1"> <tr> <td>WC STATUTORY LIMITS</td> <td>OTHER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$ _____</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$ _____</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$ _____</td> </tr> </table>	WC STATUTORY LIMITS	OTHER	E.L. EACH ACCIDENT	\$ _____	E.L. DISEASE - EA EMPLOYEE	\$ _____	E.L. DISEASE - POLICY LIMIT	\$ _____
WC STATUTORY LIMITS	OTHER															
E.L. EACH ACCIDENT	\$ _____															
E.L. DISEASE - EA EMPLOYEE	\$ _____															
E.L. DISEASE - POLICY LIMIT	\$ _____															

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

CERTIFICATE HOLDER

CANCELLATION

NEW HAMPSHIRE DEPARTMENT OF ENVIRONMENTAL SERVICES ATN: TALCOTT HUBBARD 29 HAZEN DRIVE P O BOX 95 CONCORD, NH 03302-1964	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Donna Clampitt <i>Donna Clampitt</i>
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ATTACHMENT A

List of Seven Highest Ranked Firms Based on RFQ and Interview Scoring

Firm Name	Reviewer #1	Reviewer #2	Reviewer #3	Reviewer #4	Reviewer #5	Reviewer #6	Reviewer #7	TOTAL SCORE
GZA GeoEnvironmental, Inc	80.0	95.0	96.0	98.0	90.5	94.0	95.0	648.5
Weston Solutions	81.0	96.0	89.0	91.0	88.0	89.0	93.0	627.0
Sanborn Head Associates	80.0	92.0	82.0	95.0	87.0	87.0	87.0	610.0
GeoInsight, Inc.	69.0	90.0	91.0	89.0	83.5	74.0	78.0	574.5
Ransom Environmental Consultants	74.0	91.0	69.0	89.0	80.0	78.0	75.0	556.0
Nobis Engineering Comprehensive Environmental Inc.	75.0	90.0	77.0	70.0	75.0	70.0	80.0	537.0
AIC Associates	69.0	87.0	86.0	70.0	65.0	66.0	59.0	482.0
Laureiro Engineering Associates, Inc.	Not selected for interview							
KAS Envir. & Geological Consulting	Not selected for interview							
Terracon	Not selected for interview							
Tyree Environmental Corp.	Not selected for interview							

DES Evaluation Team

Evaluation Team Members	Titles	Years Experience
Steven A. Croce, P.E.	Civil Engineer V	35+ Years Experience
Kenneth N. Kettinger, Ph.D., P.G	Hydrogeologist V	40+ Years Experience
Sarah Y. Kim, P.G.	Hydrogeologist IV	16 Years Experience
Frederick J. McGarry, P.E., DEE	Assistant Director	40+ Years Experience
Talcott Hubbard, P.E.	Civil Engineer V	28 Years Experience
John M. Regan, P.G.	Hydrogeologist V	35+ Years Experience
H. Keith DuBois, P.G.	Hydrogeologist IV	25 Years Experience