

The State of New HampshireDEC07'22 Art 10:34 RCVD

Department of Environmental Services

Robert R. Scott, Commissioner

98



November 2, 2022

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

REQUESTED ACTION

Authorize Department of Environmental Services (NHDES) to amend the contract (PO# 1069587) with Sanborn, Head, & Associates, Inc. (SHA) of Concord, NH (VC# 157382 B001) by increasing the contract amount by \$300,000 to \$6,410,000 from \$6,110,000, effective upon Governor and Council (G&C) approval through June 30, 2023. The contract was originally approved by G&C on June 5, 2019 (Item# 98) to perform site investigations, cleanup and remediation services at contaminated sites. The contract is 95% Federal Funds and 5% Other Funds. This amendment is 100% Federal Funds.

This additional funding is available in the following account:

FY 2023

03-44-44-444010-7062-102-500731

\$300,000

Dept. Environmental Services, Waste Infrastructure-Federal, Contracts for Program Services

EXPLANATION

We are requesting approval of this amendment to the existing contract with SHA in order to support a recently awarded EPA Brownfields Assessment Grant. The additional federal funding will allow NHDES to address the economic, social, and environmental challenges caused by brownfields sites through environmental assessment and redevelopment planning.

The existing contract with SHA is for general environmental consulting services and is funded through several of NHDES's contaminated site management programs to specifically assist in the investigation, monitoring, and remediation of contaminated sites in New Hampshire. The contract's original FY23 amount is \$1,290,000 of which \$57,062.75 has been spent this FY; however, none of the original funds are assigned to the above referenced account. This amendment will allow for the continued use of the qualified environment professional services needed to assist NHDES in obtaining required environmental data, evaluating cost-effective cleanup approaches, and identifying remedies that are protective of public

His Excellency, Governor Christopher T. Sununu and the Honorable Council

Page 2 of 2

health, provides clean drinking water, and encourages the reuse and redevelopment of abandoned or underutilized properties.

The amendment to the contract has been approved as to form, substance, and execution by the Office of the Attorney General. In the event that other funds are no longer available, General Funds will not be requested to support this contract.

We respectfully request your approval.

Robert R. Scott, Commmissioner

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 Sanborn, Head & Associates, Inc. at 20 Foundry Street, Concord, NH 03301 (the "Contractor").

WHEREAS, pursuant to an Agreement dated May 17, 2019, approved by the Governor and Executive Council on June 5, 2019 (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 \$300,000 from Account No. 03-44-44-44\(010-7062-102 \) in FY 2023 for a 1.8 Price Limitation increase to \$6,410,000 from \$6,110,000.

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** Robert R. Scott, Commissioner SANBORN, HEAD & ASSOCIATES. INC. Charles A. Crocetti, Senior Vice President and Principal STATE OF NEW HAMPSHIRE COUNTY OF Rockingham The foregoing instrument was acknowledged before me this 2022. Notary Public/Justice of the P Printed Name: Angela MJ Sulliva E Commission Expires: May 2, 2023 Approval by OFFICE OF THE ATTORNE Approval by GOVERNOR AND EXECUTIVE COUNCIL: Date: By:

Exhibit A Scope of Work

STATE OF NEW HAMPSHIRE NHDES CONTRACT FOR ENVIRONMENTAL CONSULTANT SERVICES

This contract covers environmental activities such as site characterization; groundwater sampling and analysis; site investigations and characterizations; groundwater management permitting and monitoring; risk assessments and toxics monitoring; pilot studies and treatability studies. It also includes: federally-funded CERCLA remediation designs and specifications; hazard recognition and rankings for USEPA; oversight of remedial work; operation and maintenance services for remediation systems; and expert technical document reviews and interpretations.

Separate project assignments will be given to Sanborn, Head and Associates, Inc. (SHA) to complete within specified time periods during the four-year contract.

This environmental services contract will ensure that NHDES can provide professional quality investigation, site characterization, permitting, risk assessment, remediation design and oversight can rapidly and cost-effectively be contracted and implemented. The services of SHA will be available to assist NHDES in the investigation and remediation of contaminated sites where the responsible party is unknown or unable to perform the required work, and where federal and state funded studies provide remediation and operations on CERCLA projects.

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

Contractor's Initials CAC
Date 10/4/2022

Exhibit B Estimated Budget and Payment Method

I. Funding Account Numbers

Fund Name and Account Number	Totals
Hazardous Waste Cleanup Fund 03-44-44-444010-5392	\$320,000.00
CERCLA Programs 03-44-44-444010-2590	\$5,790,000.00
Waste Infrastructure 03-44-44-444010-7062	\$300,000.00

\$6,410,000.00

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

II. Submission of Invoices by Sanborn, Head and Associates, Inc.

- A. Invoices shall be submitted monthly to NHDES for each assignment and shall contain, at a minimum, the following standard detail information:
 - 1. SHA name and vendor code.
 - 2. Invoice date and invoice number.
 - 3. Project/Site name and number (originated by NHDES).
 - 4. Period of work being invoiced (start and end dates).
 - 5. Work Scope Approval (WSA) number(s).
 - Project task/activity numbers and descriptions must be numbered as shown 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. SHA shall inform NHDES 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 NHDES project manager, NHDES 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 Sanborn, Head and Associates, Inc.

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

Contractor's Initials CAC
Date 10/4/2022

- B. NHDES will pay SHA 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 NHDES reserves the right to make partial or incremental payments of an approved invoice if encumbered federal or state funds become unavailable.
- C. NHDES 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 NHDES's written approval. Copies of marked-up invoices may be provided to the contractor.

IV. Labor Rate Re-negotiation

It is understood that the salary rates provided in this contract shall be effective through June 30, 2021. A salary rate adjustment will be negotiated with NHDES and the adjusted rates, once agreed to, will be effective July 1, 2021 through the end of the contract, June 30, 2023.

CERTIFICATE OF RESOLUTIONS

SANBORN, HEAD & ASSOCIATES, INC.

I, Matthew R. Poirier, do hereby certify that I am the duly-elected Executive Vice President and the Treasurer of Sanborn, Head & Associates, Inc. (Sanborn Head), a corporation organized under the laws of the State of New Hampshire, and that the following is a true and correct copy of a Resolution of the Board of Directors of Sanborn Head adopted at a meeting duly held in accordance with the By-Laws, at which a quorum was present, and that the same is still in force and effect:

RESOLVED, that Charles L. Head, CEO, Barret S. Cole, President and/or Charles A. Crocetti, Senior Vice President and Secretary be and are hereby authorized to execute proposals on behalf of Sanborn Head, and that the Corporation will be bound according to the provisions of such proposals and/or contracts. The signature of Charles L. Head, Barret S. Cole or Charles A. Crocetti, shall serve to bind the corporation on such proposals and contracts.

It is further certified that, as of the date hereof, Charles L. Head is the CEO, Barret S. Cole, is the President and Charles A. Crocetti is a Senior Vice President and the Secretary, of Sanborn Head, and they are each duly authorized to execute contracts with the State of New Hampshire, Department of Environmental Services, on behalf of Sanborn Head.

IN WITNESS WHEREOF, I have subscribed my name as Executive Vice President and Treasurer and have caused the Seal of the Corporation to be hereunto affixed this 29th day of April 2019.

(seal)



SANBORN, HEAD & ASSOCIATES, INC.

Matthew R. Poirier, P.E.

Executive Vice President and Treasurer

State of New Hampshire Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that SANBORN, HEAD & ASSOCIATES, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on April 29, 1993. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 189458

Certificate Number: 0005847560



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 17th day of August A.D. 2022.

David M. Scanlan Secretary of State

ACORD.

CERTIFICATE OF LIABILITY INSURANCE

Client#: 25254

DATE (MM/DD/YYYY) 6/16/2022

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

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

PRODUCER	CONTACT Sabrina Wynn		
Greyling Ins. Brokerage/EPIC	PHONE (A/C, No, Ext): 470.785.2254 (A/C, No):		
3780 Mansell Road, Suite 370	E-MAIL ADDRESS: sabrina.wynn@greyling.com		
Alpharetta, GA 30022	INSURER(S) AFFORDING COVERAGE		
	INSURER A : Allied World Assurance Company (U.S.)	19489	
INSURED	INSURER B : Sentinel Insurance Company	11000	
Sanborn, Head & Associates, Inc.	INSURER C : Allied World Surplus Lines Ins	24319	
20 Foundry St	INSURER D: Twin City Fire Insurance Co.	29459	
Concord, NH 03301-5419	INSURER E :		
	INSURER F:		
ACCUSED A COLOR OF THE PROPERTY OF THE PROPERT	DEVICION NUMBER	F :	

5.5			INSURE	RF:			
	COVERAGES CERTIFICATE NUMBER: 22-23 REVISION NUMBER:						
IN CE	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	TYPE OF INSURANCE	ADDL SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
Α	X COMMERCIAL GENERAL LIABILITY		03129204	r		EACH OCCURRENCE	\$1,000,000
	CLAIMS-MADE X OCCUR		,			DAMAGE TO RENTED PREMISES (Ea occurrence)	s1,000,000
						MED EXP (Any one person)	s 10,000
						PERSONAL & ADV INJURY	s1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	s 2,000,000
	POLICY X PRO- JECT LOC					PRODUCTS - COMP/OP AGG	s2,000,000
	OTHER:						\$
D	AUTOMOBILE LIABILITY		20UEGIB8152	06/12/2022	06/12/2023	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	ANY AUTO					BODILY INJURY (Per person)	\$
	OWNED SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	X HIRED X NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
	96 76						\$
Α	X UMBRELLA LIAB X OCCUR		03129206	06/12/2022	06/12/2023	EACH OCCURRENCE	s6,000,000
	X EXCESS LIAB CLAIMS-MADE		14			AGGREGATE	s6,000,000
	DED X RETENTION \$10,000						s
В	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		20WEGAS1K41	06/12/2022	06/12/2023	X PER OTH-	•
	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A			:	E.L. EACH ACCIDENT	\$1,000,000
	(Mandatory in NH)	""				E.L. DISEASE - EA EMPLOYEE	s1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	s1,000,000
С	Professional Liab		03129184	06/12/2022	06/12/2023	Per Claim \$5,000,00	0
	includ. Pollution					Aggregate \$7,000,00	00
DESC	PRIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (ACORO	1	be attached if mo	ve enace is requ	(red)	

Re: NHDES Master Service Agreement. New Hampshire Department of Environmental Services is named as an Additional Insured on the above referenced liability policies with the exception of workers compensation & professional liability where required by written contract. Umbrella Follows Form with respects to General, Automobile & Workers Compensation Policies.

CERTIFICATE HOLDER	CANCELLATION
New Hampshire Department ofEnvironmental Services 29 Hazen Drive P.O. Box 95	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Concord, NH 03302-0000	AUTHORIZED REPRESENTATIVE
	DAN. Cling

CAMOELL ATION



The State of New Hampshire

Department of Environmental Services

Robert R. Scott, Commissioner

May 10, 2019

His Excellency, Governor Christopher T. Sununu And the Executive Council State House Concord, New Hampshire 03301 APPROVED G & G

DATE (9 5) 19

ITEM #

REQUESTED ACTION

Authorize the Department of Environmental Services (NHDES) to enter into a contract with Sanborn, Head & Associates, Inc. (SHA), Concord, NH, (VC #157382), in the amount of \$6,110,000, to perform site investigations, cleanup planning and remediation services at contaminated sites, CERCLA sites and hazardous waste sites effective as of July 1, 2019 through June 30, 2023 (upon Governor and Council approval). 95% Federal Funds and 5% Other 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 2020-2021 and FY 2022-2023 is contingent upon the availability and continued appropriation of funds.

	\$2,290,000	\$1,290,000	\$1,240,000	\$1,290,000	\$6,110,000
CERCLA Programs 444010-2590-102-500731	\$2,210,000	\$1,210,000	\$1,160,000	\$1,210,000	\$5,790,000
Hazardous Waste Cleanup Fund 444010-5392-102-500731	\$80,000	\$80,000	\$80,000	\$80,000	\$320,000
Fund Name & Account Number 03-44-44-	FY 2020	FY 2021	FY 2022	FY 2023	Totals

EXPLANATION

The purpose of the requested action is to provide NHDES with professional environmental consulting 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 CERCLA sites. For the past 20 years, the Governor and Council approved similar contracts to provide professional environmental consulting services. The current five environmental consulting contracts expire on June 30, 2019. NHDES has completed a new qualifications-based selection process and SHA was selected as one of the firms for a new four-year contract.

This environmental consulting services contract will ensure that professional quality investigation, and remediation design and oversight can occur rapidly and cost-effectively. The services of SHA will be available to specifically assist NHDES in the investigation, monitoring and remediation of contaminated media at Superfund and state hazardous waste sites in NH. This use of professional engineering services allows NHDES to obtain the required data, evaluate a cost-effective cleanup approach, and identify the appropriate remedy to accelerate required cleanup

action, protect public health, provide clean drinking water, and encourage reuse and redevelopment of abandoned or underutilized sites where appropriate.

In August 2018, NHDES solicited qualifications and experience statements from professional environmental engineering firms using the procurement process as prescribed by RSA 21-I:22. NHDES received twelve qualification packages which were reviewed and evaluated by a seven-member team. The group of twelve firms was reduced to seven firms based on detailed evaluation self-score sheets and determination of engineering capabilities, experiences, staff and resources in New Hampshire. NHDES sent Interview Packages to and interviewed the seven short-listed firms in December 2018. Each firm was provided the opportunity to present its proposed project team, summarize its approach and accomplishments to completed projects, and present responses to a number of standard and site-specific questions by NHDES. Upon completion of these interviews, the NHDES evaluation team scored and ranked the seven firms as follows.

•	Weston & Sampson Engineers, Inc. (W&S)	/	602.0
•	GZA GeoEnvironmental, Inc. (GZA)		598.0
•	Weston Solutions, Inc.		582.5
•	Sanborn, Head & Associates (SHA)		568.3
•	Ransom Consulting, Inc.	20	500.5
•	Nobis Group		486.5
•	Wilcox & Barton		463.9

The maximum possible score was 700. See Attachment A for the scores on the seven interviewed firms by the NHDES evaluation team.

A Contract Negotiation Package was sent 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. Hourly labor rates, multipliers and prices were negotiated with SHA for the proposed environmental work and agreement reached on the contract terms and conditions.

Salary rates will be renegotiated at the end of the second year of the contract, on or before June 30, 2021. Any adjustment will be approved by the Department and will apply to salaries during the remaining two years of the contract.

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 four-year Price Breakdown.

We respectfully request your approval

Robert R. Scott Commissioner

Attachments

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION. 1.1 State Agency Name		1.2 State Agency Address	· · · · · · · · · · · · · · · · · · ·	
NH Department of Environmental Services		P.O. Box 95, 29 Hazen Drive, Concord, NH 03302-0095		
Sanborn, Head & Associates	. Tric	20 Foundry Street, Concord	NH 03301	
,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	,,		,	
	47	6.5		
.5 Contractor Phone	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation	
Number -			18	
03-415-6121	- Multiple Accounts -	June 30, 2023	\$6,110,000.00	
.9 Contracting Officer for	State Agency	1,10 State Agency Telephor	ne Number	
steven A. Croce, P.E.	200	603-271-2229		
.11 Contractor Signature		1.12 Name and Title of Co	entractor Signatory	
			Vice President and Principal	
11/2/11	4(1)			
		88	·	
.13 Acknowledgement: S	tate of New HampStuccounty of	Merrimach		
2 Amily 20, 2019 h	fore the undersigned officer, neg	onally appeared the person identi	ified in block 1.12, or satisfactorily	
rown lose in person who design may 12.	se name is signed in block 1.11, a	onally appeared the person identi nd acknowledged that s/he execu	ified in block 1.12, or satisfactorily ted this document in the capacity	
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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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("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. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. 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

Contractor Initials CAC
Date 4/30/2019

Agreement. This provision shall survive termination of this

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

8. EVENT OF DEFAULT/REMEDIES.

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

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be

subcontracted by the Contractor without the prior written notice and consent of the State.

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

14. INSURANCE.

- 14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
- 14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000per occurrence and \$2,000,000 aggregate; and
- 14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property. 14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Page 3 of 4

Contractor Initials / F/K
Date 4/30

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 thirty (30) 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 provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) 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 unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

- 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 <u>CAC</u>
Date <u>4/30/2019</u>

Exhibit A Scope of Work

STATE OF NEW HAMPSHIRE NHDES CONTRACT FOR ENVIRONMENTAL CONSULTANT SERVICES

This contract covers environmental activities such as site characterization; groundwater sampling and analysis; site investigations and characterizations; groundwater management permitting and monitoring; risk assessments and toxics monitoring; pilot studies and treatability studies. It also includes: federally-funded CERCLA remediation designs and specifications; hazard recognition and rankings for USEPA; oversight of remedial work; operation and maintenance services for remediation systems; and expert technical document reviews and interpretations.

Separate project assignments will be given to Sanborn, Head and Associates, Inc. (SHA) to complete within specified time periods during the four-year contract.

This environmental services contract will ensure that NHDES can provide professional quality investigation, site characterization, permitting, risk assessment, remediation design and oversight can rapidly and cost-effectively be contracted and implemented. The services of SHA will be available to assist NHDES in the investigation and remediation of contaminated sites where the responsible party is unknown or unable to perform the required work, and where federal and state funded studies provide remediation and operations on CERCLA projects.

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

Contractor's Initials CAC
Date 4/30/2019

Exhibit B Estimated Budget and Payment Method

I. Funding Account Numbers

Fund Name and Account Number	Totals
Hazardous Waste Cleanup Fund 03-44-44-444010-5392	\$320,000.00
CERCLA Programs 03-44-44-444010-2590	\$5,790,000.00

\$6,110,000.00

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

II. Submission of Invoices by SHA

- A. Invoices shall be submitted monthly to NHDES for each assignment and shall contain, at a minimum, the following standard detail information:
 - 1. SHA name and vendor code.
 - 2. Invoice date and invoice number.
 - 3. Project/Site name and number (originated by NHDES).
 - 4. Period of work being invoiced (start and end dates).
 - 5. Work Scope Approval (WSA) number(s).
 - Project task/activity numbers and descriptions must be numbered as shown 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. SHA shall inform NHDES 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 NHDES project manager, NHDES 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 SHA

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

Contractor's Initials CAC Date 4/30 2019

- B. NHDES will pay SHA 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 NHDES reserves the right to make partial or incremental payments of an approved invoice if encumbered federal or state funds become unavailable.
- C. NHDES 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 NHDES's written approval. Copies of marked-up invoices may be provided to the contractor.

IV. Labor Rate Re-negotiation

It is understood that the salary rates provided in this contract shall be effective through June 30, 2021. A salary rate adjustment will be negotiated with NHDES and the adjusted rates, once agreed to, will be effective July 1, 2021 through the end of the contract, June 30, 2023.

Contractor's Initials CAC

Date 4/30 20/9

. Recipient New Hampshire Department of Environmental Services				
New Hampshire Department of Environmental Services		2. ASSISTAN	CE IDENTIFICATI	ON NO.
			<u> </u>	
NAME OF CONTRACTOR OR SUBCONTRACTOR	243	4. DATE OF I		
Sanborn, Head & Associates, Inc.	T		h 14, 2019	
ADDRESS OF CONTRACTOR OR SUBCONTRACTOR			BE FURNISHED	
20 Foundry Street Concord, NH 03301			nediation Design &	
PART II - COST SUMMAI		t, and Brownlie	lds Assessment & C	Iteanup Planning
FACT II - COST SOMMAN	1	HOURLY	ESTIMATED	ř
DIRECT LABOR (Specify labor categories)	HOURS	RATE	COST	TOTALS
. Vice President/Principal and Vice President/Senior Associate	800	\$65.52	\$52,416	RESERVED.
roject Director/Associate	2100	\$61.80	\$129,780	\$3 \tag{2}
enior Project Manager	2500	\$49,44	\$123,600	San de la companya de
roject Manager	2500	\$41.20	\$103,000	
ngineer/Geologist III (Sr. Project Engineer/Geologist)	7300	\$36.05	\$263,165	H-Serger Activity
ngineer/Geologist II (Project Engineer/Geologist)	7300	\$30.90	\$225,570	
ngineer/Geologist I (Engineer/Geologist)	7300	\$25.90	\$189,070	
nior Technician/Senior Drafter	3700	\$29.87	\$110,519	
echnician/Drafter	2000	\$23.69	\$47,380	150
pport	1000	\$24.72	\$24,720	A COLUMN
DIRECT LABOR TOTAL:	经重型使		STATE OF THE STATE	
<u> </u>			ESTIMATED	Trans.
INDIRECT COSTS (Specify indirect cost pools)	RATE	x BASE =	COST	
encral & Administrative	2.0527	\$1,269,220	\$2,605,328	語の音楽器
				但如此为
				2月15万天大
INDIRECT COSTS TOTAL:	Jan Maria	200 XX	A STATE OF THE STATE OF	
OTHER DIRECT COSTS				录表录》
a. TRAVEL			ESTIMATED	
ansportation/mileage (subject to 10% mark up)		7	COST	
dging (subject to 10% mark up)		· ·	\$22,316	
TRAVEL COSTS TOTAL:			\$2,000	Marie Contract
b. EQUIPMENT, MATERIALS, SUPPLIES			\$24,316 ESTIMATED	ACCEPTANCE.
(Specify categories)	QTY	COST		
eld equipment/supplies, rentals, office supplies, other purchased supplies, travel/lodging, and	 	COST	COST	THE PROPERTY OF
ter direct costs (subject to 10% mark-up)	t.	\$40,000	\$40,000	mer the st
emal Office other direct costs (e.g., prints, copies, report bindings) (subject to 5% mark-up)	1 2	\$5,000	\$5,000	CONTRACTOR OF THE PARTY OF THE
nborn Head Equipment/Supplies - Sanborn Head's Proposed NHDES Rates (Sanborn Head				200 Med 230
undard Rates plus 10% markup)	1	\$40,000	\$40,000	541944
EQUIPMENT SUBTOTAL:	第四条	海洋流流域	\$85,000	
c. SUBCONTRACTS			ESTIMATED	PRODUCTION .
boratory Costs (subject to 12% mark up)			\$225,000	100
illing Costs (subject to 12% mark up)			\$800,000	2000
ner Non-Remediation Subcontractors (subject to 12% mark up)			\$ 325,000	Table 18
mediation Subcontractors (subject to 10% mark up)			\$200,000	
. SUBCONTRACTS SUBTOTAL:	r i		\$1,550,000	SALE BIRCH
d. OTHER			ESTIMATED	
(Specify categories)			COST	ALC: CARRE
OTHER SUBTOTAL:			\$0	を作るのが
OTHER DIRECT COSTS TOTAL:			ACCUPATION OF	\$1,659,316
TOTAL ESTIMATED COST				\$5,533,864
PROFIT (Calculated based on 10% of direct labor and indirect labor costs; 12% of laborator contractor costs; 10% on field equipment/supplies, travel/lodging, rentals, and 5% on office siposes of this spreadsheet, remediation contractors are marked up by 10%)	y, drilling and oupplies, copies	other (non-reme , and other direc	diation] t costs. For the	\$576,136.

COMPLETED EPA FORM 5700

7.56	PAR1	T III - CERTIFICATIONS	7.5st
13. CONTRACTOR OR SUBCONT	TRACTOR		
· · · · · · · · · · · · · · · · · · ·	訓		<u> </u>
This proposal is submitted for us	in connection with and in response t	to (1) Environmental Consulting Services Contract.	•
This is to certify to the best of my	knowledge and belief that the cost a	nd pricing data summarized herein are	
complete, current, and accurate a	s of (2) April 16, 2019 and that a fina	nicial management capability exists to fully and	720
	•	urther certify that I understand that the	.00
· ·		recoupment where the above cost and pricing data have been	
	ot to have been complete, current and		•
	· ·		
**			10
(3) April 16, 2019	9	Esta Cl	¥
DATE OF EXECUTION	99 88	SIGNATURE OF COMPOSER	*
V.		18	
•			
		Senior Vice President/Principal	
		TITLE OF COMPOSER	
18 20		- 28	55 V2
14. LOAN RECIPIENT		9	
(6)		29	
I certify that I have reviewed the o	:ost/price summary set forth herein ar	nd the proposed costs/price appear acceptable	
for subagreement award.			
6) 9		₩	
		193 253	/
DATE OF EXECUTION		SIGNATURE OF REVIEWER	40.
	29		50 IA
		W	25
	Sec. 18	TITLE OF REVIEWER	
		W	28 " W

EXHIBIT C SPECIAL PROVISIONS

There are no special provisions.

Contractor Initials CAC
Date 5/3/2019

CERTIFICATE OF RESOLUTIONS

SANBORN, HEAD & ASSOCIATES, INC.

I, Matthew R. Poirier, do hereby certify that I am the duly-elected Executive Vice President and the Treasurer of Sanborn, Head & Associates, Inc. (Sanborn Head), a corporation organized under the laws of the State of New Hampshire, and that the following is a true and correct copy of a Resolution of the Board of Directors of Sanborn Head adopted at a meeting duly held in accordance with the By-Laws, at which a quorum was present, and that the same is still in force and effect:

RESOLVED, that Charles L. Head, CEO, Barret S. Cole, President and/or Charles A. Crocetti, Senior Vice President and Secretary be and are hereby authorized to execute proposals on behalf of Sanborn Head, and that the Corporation will be bound according to the provisions of such proposals and/or contracts. The signature of Charles L. Head, Barret S. Cole or Charles A. Crocetti, shall serve to bind the corporation on such proposals and contracts.

It is further certified that, as of the date hereof, Charles L. Head is the CEO, Barret S. Cole, is the President and Charles A. Crocetti is a Senior Vice President and the Secretary, of Sanborn Head, and they are each duly authorized to execute contracts with the State of New Hampshire, Department of Environmental Services, on behalf of Sanborn Head.

IN WITNESS WHEREOF, I have subscribed my name as Executive Vice President and Treasurer and have caused the Seal of the Corporation to be hereunto affixed this 29th day of April 2019.

(seal)



SANBORN, HEAD & ASSOCIATES, INC.

Matthew R. Poirier, P.E.

Executive Vice President and Treasurer

S:\CONDATA\ZDocs\CORPORAT\SHA Inc\Resolutions\2015\Cert of Resol 20190429.docx

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 SANBORN, HEAD & ASSOCIATES, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on April 29, 1993. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 189458

Certificate Number: 0004506261



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 29th day of April A.D. 2019.

William M. Gardner

Secretary of State



State of New Hampshire

OFFICE OF PROFESSIONAL LICENSURE AND CERTIFICATION DIVISION OF TECHNICAL PROFESSIONAL PROFESSIONAL PROFESSIONAL LICENSURE AND CERTIFICATION DIVISION OF TECHNICAL PROFESSIONAL PROFESSIONAL LICENSURE AND CERTIFICATION DIVISION OF TECHNICAL PROFESSIONAL PROFESSIONAL LICENSURE AND CERTIFICATION DIVISION OF TECHNICAL PROFESSIONAL PRO

121 South Fruit Street, Suite 201 Concold, N.H. 03301-2412 Telephone 603-271-2219 - Fax 603-271-7923 JOSEPH G. SHOEM AKER Director PETER DANLES Executive Director



October 29, 2018

SANBORN HEAD ASSOCIATES INC 20 FOUNDRY STREET CONCORD NH 03301

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, 2019 unless renewed by the 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 #00898

Client#: 25254

SANBHEAD

ACORD.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/D0/YYYY)

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

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

	-ny mante to the ecitificate hereof in			
Greyling Ins. Brokerage/EPIC 3780 Mansell Road, Suite 370		NAME: Katie Kresner		
		PHONE (AJC, No, Ext): 770.552.4225 (AJC, No, Ext): 770.552.4225	366.550.4082	
		E-MAIL ADDRESS: Katie.Kresner@greyling.com		
Alpharetta, GA 30022		INSURER(S) AFFORDING COVERAGE	NAIG #	
*		INSURER A: Twin City Fire Insurance Co.	29459	
Sanborn, Head & Associates, Inc.		INSURER 8 : Harsford Casualty Ins. Co.	29424	
		INSURER C : Conditional Casualty Company	20443	
20 Foundry Street Concord, NH 03301	INSURER D :			
	INSURER E:			
ille		INSURER F		
COVERAGES	CERTIFICATE NUMBER: 18-19	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. ADDL SUBR POLICY EFF POLICY EXP TYPE OF INSURANCE POLICY NUMBER COMMERCIAL GENERAL LIABILITY Α 20SBWAJ8772 06/12/2018 06/12/2019 EACH OCCURRENCE \$1,000,000 CLAIMS-MADE | X OCCUR DAMAGE TO RENTED PREMISES (Ea pocum \$1,000,000 310,000 MED EXP (Any one person) s1.000.000 PERSONAL & ADV INJURY GEN'L AGGREGATE LIMIT APPLIES PER: \$2,000,000 GENERAL AGGREGATE POLICY X PRO-\$2,000,000 PRODUCTS - COMP/OP AGG OTHER: **AUTOMOBILE LIABILITY** COMBINED SINGLE LIMIT 20UEGIB8152 **1**06/12/2018 | 06/12/2019 1,000,000 ANY AUTO BODILY INJURY (Per person) SCHEDULED OWNED AUTOS ONLY SOCALY INJURY (Per accident) AUTOS NON-OWNED AUTOS ONLY PROPERTY DAMAGE (Per accident) HIRED AUTOS ONLY UMBRELLA LIAS 8 20XHGXU6001 06/12/2018 06/12/2019 EACH OCCURRENCE OCCUR \$6,000,000 EXCESS LIAB CLAIMS-MADE AGGREGATE \$6,000,000 DED X RETENTION \$0 WORKERS COMPENSATION 06/12/2018 06/12/2019 X STATUTE 20WEGAB50R2 AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/E ELL EACH ACCIDENT s1,000,000 N NIA (Mandatory in NH) EL DISEASE - EA EMPLOYEE \$1,000,000 If yes, describe under DESCRIPTION OF OPERATIONS before EL DISEASE - POLICY LIMIT \$1,000,000 AEH591889064 **Professional** 06/12/2018 06/12/2019 Per Claim \$5,000,000 Liability Aggregate \$7,000,000

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

Re: NHDES Master Service Agreement. New Hampshire Department of Environmental Services is named as an Additional Insured on the above referenced liability policies with the exception of workers compensation & professional liability where required by written contract. Umbrella Foliows Form with respects to General, Automobile & Workers Compensation Policies.

CERTIFICATE HOLDER	CANCELLATION
New Hampshire Department ofEnvironmental Services 29 Hazen Drive P.O. Box 95	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
Concord, NH 03302	AUTHORIZED REPRESENTATIVE
	DAN. COLL

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	966 7596 at 56 5593	-0.0				FINAL					
	NHDES Environmental Consulting Services Contract Interview Results										
33.											
	Firm Names	Interview Date	197			SCORES	,		35	TOTALS	Comments
	A 1	128	ORCB#1	ORCB#2	HWRB#1	HWRB#2	MTBE#1	MTBE#2	МТВЕ#3	(5 Firms)	
	GZA GeoEnvironmental	12/19/2018	91	79	94	86	71	82	95	598	Selected
	Nobis Engineering	12/17/2018	80	64.5	76	78	. 34	77	77	486.5	
	Ransom Consulting	12/18/2018	87	63.5	73	78	50	70	79	500.5	Selected
1	Sanborn, Head & Associates	12/20/2018	93	70	94	84	60	80	87.3	568.3	Selected
	Wilcox & Barton	12/19/2018	82	" 66. 5	66	69	41	69	70.4	463.9	
	Weston & Sampson	12/18/2018	94	82.5	96	80	76	91	82.5	602	Selected
	Weston Solutions	12/11/2018	95	77	96	84	42	93	95.5	582.5	Selected
	#1 80 EX	28 B	No.	92		NHDES Evaluation Team				-	2 0
100	\$5 \$1	ii a	8	W	-						
page (G 801 5	35 (A)	Evalua	Evaluation Team Members		Tit	Titles		perience		
199k	1 000 13 100110 100110 21	(2) (3)	Ste	ven A. Croce,	en A. Croce, P.E.		Contracts Supervisor		0+]	
1				Michael Juranty, P.E.			MtBE Administrator		5+	98	
	00 % % 000 magni me na	15	Robin Mong		_	Federal Sites Section Chief			5+	1	1
		80 80	Michael McCluskey, P.E.			Federal Sites Section			5+	1	
	F 18 600	8 8 ES	H. Keith DuBois, P.G.			Asst. WMD Director			5+	{	1
	₩	₩ ₩		Sarah Yuhas-Kirn, P.G. Joshua Whipple, P.G.			ORCB Administrator MtBE Section Chief		0+		
<u></u>			Jos	ing willblie,	r.q.	T MITE 260	TION CINES	3	UT	<u></u>	<u></u>