



State of New Hampshire  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
OFFICE OF THE COMMISSIONER  
25 Capitol Street – Room 120  
Concord, New Hampshire 03301

Charles M. Arlinghaus  
Commissioner  
(603)-271-3201

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

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

October 8, 2018

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

**REQUESTED ACTION**

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

**EXPLANATION**

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

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

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

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Charles M. Arlinghaus". The signature is fluid and cursive, with the first name "Charles" being more prominent than the last name "Arlinghaus".

Charles M. Arlinghaus  
Commissioner

**PROPERTY ACCESS AGREEMENT**  
Lakes Region Facility, Laconia

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

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

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

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

4. Immediately upon receipt of LRPC of any final reports, memoranda, correspondence, data compilations or summaries, analyses, or any other written or graphical information from any of the Licensees regarding or relating to the Assessment, or any other information, whether in draft or final form, received by the LRPC or the Licensees from Third Parties, the LRPC or the Licensees shall provide to the State a conforming copy of such written or graphical information in the manner, medium, or format reasonably requested by the State. No reports, memoranda, correspondence, data compilations or summaries, analyses, or any other written or graphical information regarding or relating to the Assessment, whether in draft or final form, will be shared with or distributed to Third Parties without distributing such information to the State at least one business day prior to such sharing or distribution to such department of third person.

5. This Agreement shall automatically terminate upon the earlier of: (a) the completion of the Assessment or (b) June 30, 2019.

6. Notwithstanding the foregoing, the State may terminate this Agreement at any time for any or no reason upon providing written notice to the LRPC.

7. Except as otherwise provided in this Agreement, any written communication to be provided hereunder or in connection herewith shall be sent via first class mail or electronic mail to the designated contact person for each party at the corresponding address indicated below:

State:

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

LRPC:

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

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

9. This Agreement shall not be construed to grant access to any buildings or other structures located at the Facility.

10. The rights granted under this Agreement shall be nontransferable, nonassignable, and nonexclusive.

11. The LRPC and /or the Licensees shall be liable for any and all property damage or bodily injury resulting, or claimed to result from Licensee's use of the Facility and Premises as provided in Consent for Access to Property.

12. This Agreement shall be construed according to the laws of the State of New Hampshire.

13. This Agreement embodies the entire agreement and understanding between the parties hereto and supersedes all prior agreements and understandings between the parties hereto relating to the subject matter hereof.

14. This Agreement may only be amended by an instrument in writing signed by both of the parties hereto.

15. Under no circumstances shall this Agreement be construed to constitute an offer, commitment, agreement, or option to sell or purchase any real property, including, without limitation, the Premises, the Facility, or any part thereof.

16. EFFECTIVE DATE OF AGREEMENT: This Agreement shall only become effective upon execution by both of the parties hereto.



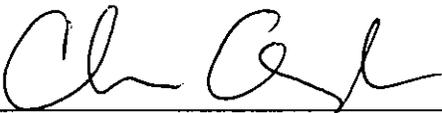
IN WITNESS WHEREOF, the parties hereto have set their hands as of the date first above written.

**STATE:**

STATE OF NEW HAMPSHIRE

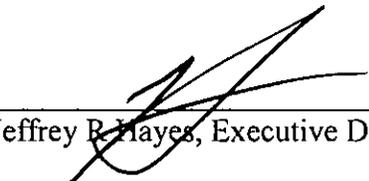
By and through its

DEPARTMENT OF ADMINSTRATIVE SERVICES

By:   
Charles M. Arlinghaus, Commissioner

**LRPC:**

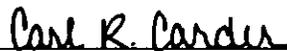
Lakes Region Planning Commission

By:   
Jeffrey R. Hayes, Executive Director

STATE OF NEW HAMPSHIRE

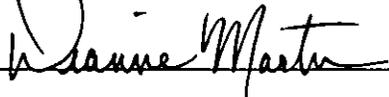
COUNTY OF Belknap

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

  
Notary Public/Justice of the Peace

My Commission Expires:

OFFICE OF THE ATTORNEY GENERAL

By:   
Sr. Assistant Attorney General

On: 10/11/18



The foregoing agreement was approved

by the Governor and Council

On \_\_\_\_\_, 2018.

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

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

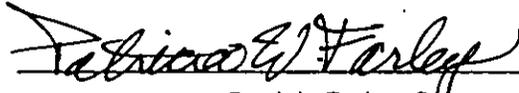
CERTIFICATE OF AUTHORITY

I, Patricia Farley, do hereby certify that:

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

*Jeffrey R. Hayes, Executive Director*

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

  
 \_\_\_\_\_  
 Patricia Farley, Secretary

STATE OF NEW HAMPSHIRE

County of Belknap

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

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

  
 \_\_\_\_\_  
 Carl R. Carder, Notary Public

Commission Expiration Date:



**CONSENT FOR ACCESS TO PROPERTY**

Lakes Region Facility, Laconia

**NAME:** State of New Hampshire

**PROPERTY:** Parcel of land approximately 200 acres bounded on three sides by NH Route 106, Meredith Center Road, and Eastman Road

**ADDRESS OF PROPERTY:** Lakes Region Facility  
1 Right Way Path (NH Route 106)  
Laconia, New Hampshire

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

- Site Inspection of north/northeast forested area
- Excavating test pits for observation, inspection and sampling
- Collecting and analyzing soil samples
- Drilling and monitoring wells
- Collecting and analyzing ground water samples
- Taking Photographs

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

**TERMS AND CONDITIONS:**

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

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

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

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

9. The Contractor shall be solely responsible for damage to property or injuries to (or death of) persons which may arise from or be attributable or incident to the exercise of the privileges granted under this Consent, including without limitation approaching a deteriorating building resulting in damage to the building, for damage to the property of the Contractor, and for damage to the property or injuries to the person of any of the Contractor's employees, agents, principals, subcontractors, or representatives or others who may have entered the Property at their invitation or at the invitation of any one of them.
  
10. The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor to obtain and maintain in force, both for the benefit of the State, the following insurance:
  - A. Workers' Compensation Insurance: In accordance with NH RSA chapter 281-A, workers' compensation insurance is required as follows:
    1. Employers Liability – Limits of Liability:
      - a. \$100,000 each accident.
      - b. \$500,000 Disease policy limit.
      - c. \$100,000 Disease – each employee.

Any applicable deductibles shall be shown on the insurance certificate.

- B. Comprehensive General Liability Insurance:
  1. Occurrence Form Policy: must include full Contractual Liability (see Indemnification Clause Paragraph 11 ) Explosion, Collapse, Underground coverages:
    - a. Limits of Liability:
      - 1) \$1,000,000 Each Occurrence Bodily Injury & Property Damage.
      - 2) \$2,000,000 General Aggregate – Include per Project Aggregate Endorsement
      - 3) \$2,000,000 Products/ Completed Operations Aggregate. The State of New Hampshire, its agencies, and its agents and employees shall be names as additional insured.
  
- C. Commercial Automobile Liability covering all motor vehicles including owned, hired, borrowed, and non-owned vehicles.
  1. Limits of Liability:
    - a. \$1,000,000 Combined Single Limit for Bodily Injury & Property Damage
  
- D. Commercial Umbrella Liability
  1. Limits of Liability:
    - a. \$1,000,000 Each Occurrence
    - b. \$1,000,000 General Aggregate
    - c. \$1,000,000 Completed Operations Aggregate
  
- E. General Insurance Conditions

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

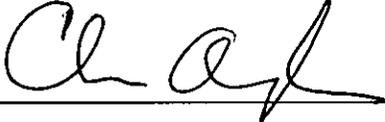
State of New Hampshire  
Department of Administrative Services  
Charles Arlinghaus or designee  
25 Capitol Street, Room 120  
Concord, NH 03301

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

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

STATE OF NEW HAMPSHIRE  
By and through its  
DEPARTMENT OF ADMINISTRATIVE  
SERVICES

Date: 10/9/18

By: 

Name: CHARLES ARLINGHAUS  
Title: COMMISSIONER, ADMIN SVCS  
Address: STATE HOUSE ANEX  
25 CAPITOL ST RM 120  
CONCORD NH 03301  
Phone: (603) 271-3201

The Contractor hereby acknowledges and agrees to the foregoing terms and conditions set forth in this Consent.

Date: August 23, 2018

NOBIS ENGINEERING INC.

By: 

Name: Kenneth R. Koornneef, P.E.

Title: President/CEO

Address: 18 Chenell Drive

Concord, NH 03301

Phone: (603) 224-4182

OFFICE OF THE ATTORNEY GENERAL

By: 

Sr. Assistant Attorney General

On: 10/11/18

The foregoing agreement was approved  
by the Governor and Council

On \_\_\_\_\_, 2018.

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

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



nobis

August 16, 2018  
Project No. 93004.00

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

**Re: BFWA-2018-004.00**  
**Proposed Work Scope and Budget**  
Phase II Environmental Site Assessment  
Laconia State School  
One Right Path Way  
Laconia, NH 03246  
NHDES Site No. 199212023, Project No. 24760

Dear Mr. Hayes:

Nobis Engineering, Inc. (Nobis) is pleased to provide the Lakes Region Planning Commission (LRPC) Brownfields Program with the following work scope and budget (WS&B) to perform a Phase II Environmental Site Assessment (ESA) for the above referenced site. As requested, this WS&B was prepared to address site-specific *Recognized Environmental Conditions (RECs)* identified during the completion of a prior Phase I ESA<sup>1</sup> of the site in August 2010.

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

## **BACKGROUND**

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

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



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

## **SCOPE OF WORK**

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

### **Task 0001 - Initial Site Visit and Work Scope Development**

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

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

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

### **Task 0100 - Site-Specific QAPP Addendum**

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



#### **Task 0200 - Health and Safety Plan**

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

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

#### **Task 0300 – Site Visit and Background Information Review**

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

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

#### **Task 0400 – Historic Resources Review and Coordination**

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

#### **Task 0500 – Subsurface Investigation and Monitoring Well Installations**

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

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



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

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

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

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

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

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

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

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



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

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

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

#### **Task 0600 - Groundwater Sample Collection**

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

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

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



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

#### **Task 0700 - Phase II ESA Report**

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

#### **Task 0800 – Project Management and Data Review**

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

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



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

Sincerely,

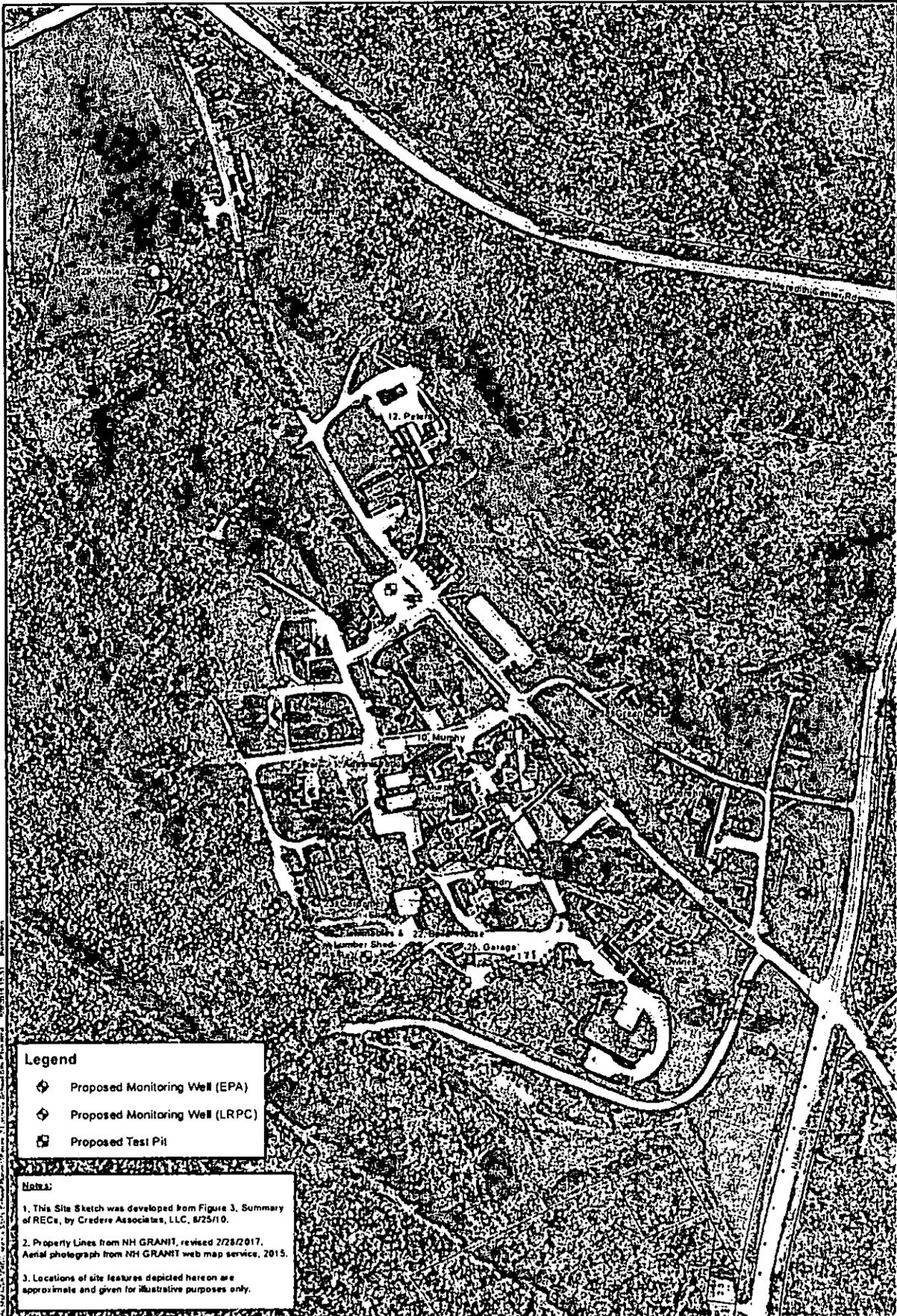
Nobis Group®

A handwritten signature in black ink, appearing to read 'Clarence Andrews' with a flourish at the end.

Clarence "Tim" Andrews, P.G  
Senior Project Manager  
Director of Environmental Services

Attachment: Project Work Scope and Budget Estimate  
Figure 1 – Proposed Test Boring Locations

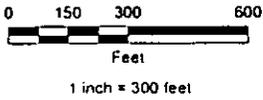
Contractor		Description		Code	Units	Rate	Amount	Subtotal	Notes
0001	Sr. Project Manager	Development		E	8	\$150.00	\$900.00		
Subtotal									\$900.00
0100	Sr. Project Manager	0100 Bas-Specific GMP Addendum		E	1	\$150.00	\$150.00		
	Sr. Project Engineer II (QA Manager)			E	2	\$290.00	\$580.00		
	Project Geologist II (QA Manager)			E	2	\$290.00	\$580.00		
	CADD/Printer			E	1	\$85.00	\$85.00		
	Administrative Processor			E	1	\$50.00	\$50.00		
Subtotal									\$895.00
0200	Sr. Project Manager	0200 Health and Safety Plan		E	0.5	\$150.00	\$77.50		
	Staff Engineer/II (H&SP Update)			E	4	\$85.00	\$340.00		
	Corp. Safety Officer			E	1	\$170.00	\$170.00		
Subtotal									\$587.50
0300	Sr. Project Manager	0300 Site Visit and Background Information Review		E	4	\$150.00	\$620.00		
	Project Geologist II			E	24	\$100.00	\$2,400.00		
	Message (Field Vehicle, 1 round trip)			E	80	\$0.55	\$32.10		
Subtotal									\$3,052.10
0400	Sr. Project Manager	0400 Health Resources Review and Coordination		E	6	\$150.00	\$900.00		
	Project Geologist II			E	18	\$100.00	\$1,800.00		
	Message (Field Vehicle, 1 round trip)			E	60	\$0.55	\$32.10		
Subtotal									\$3,052.10
0500	Sr. Project Manager	0500 Subsurface Investigation and Monitoring Well Installation		E	5	\$150.00	\$775.00		
	Project Geologist II (Sample management)			E	4	\$100.00	\$400.00		
	Staff Engineer II (5 days overlay and dev.)			E	60	\$80.00	\$4,800.00		
	Staff Engineer II (Booring logs)			E	10	\$80.00	\$800.00		
	Message (Field Vehicle, 5 round trips, 2 staff)			E	800	\$0.55	\$321.00		
	Field Supplies			E	450	\$0.40	\$180.00		
	Water Level Meter			E	3	\$15.00	\$45.00		
	Field Supplies			E	3	\$25.00	\$75.00		
	Hydrant Pump			E	4	\$125.00	\$500.00		
	Stump Block			E	10	\$15.00	\$150.00		
	Tubing - 50' Roll			E	7	\$15.00	\$105.00		
	Eastern Analytical, Inc.			X	1	\$1,198.00	\$1,198.00		
	Ditching and Monitoring Well Installation			X	1	\$1,000.00	\$1,000.00		
	Message (Field Vehicle, 1 round trip)			E	1	\$125.00	\$125.00		
	Project Geologist II			E	15	\$122.00	\$1,830.00		
	EA			E	15	\$290.00	\$4,350.00		
	TPM			L	15	\$72.00	\$1,080.00		
	13 PP Meetings			L	15	\$84.00	\$1,260.00		
	PCBS			L	15	\$150.00	\$2,250.00		
	EA			E	15	\$112.00	\$1,680.00		
	Message (Field Vehicle, 5 round trips, 2 staff)			E	10	\$80.00	\$800.00		
	Field Supplies			E	450	\$0.40	\$180.00		
	Water Level Meter			E	3	\$15.00	\$45.00		
	Field Supplies			E	3	\$25.00	\$75.00		
	Hydrant Pump			E	4	\$125.00	\$500.00		
	Stump Block			E	10	\$15.00	\$150.00		
	Tubing - 50' Roll			E	7	\$15.00	\$105.00		
	Eastern Analytical, Inc.			X	1	\$1,198.00	\$1,198.00		
	Ditching and Monitoring Well Installation			X	1	\$1,000.00	\$1,000.00		
	Message (Field Vehicle, 1 round trip)			E	1	\$125.00	\$125.00		
	Project Geologist II			E	15	\$122.00	\$1,830.00		
	EA			E	15	\$290.00	\$4,350.00		
	TPM			L	15	\$72.00	\$1,080.00		
	13 PP Meetings			L	15	\$84.00	\$1,260.00		
	PCBS			L	15	\$150.00	\$2,250.00		
	EA			E	15	\$112.00	\$1,680.00		
	Message (Field Vehicle, 5 round trips, 2 staff)			E	10	\$80.00	\$800.00		
	Field Supplies			E	450	\$0.40	\$180.00		
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	Field Supplies			E	3	\$25.00	\$75.00		
	Hydrant Pump			E	4	\$125.00	\$500.00		
	Stump Block			E	10	\$15.00	\$150.00		
	Tubing - 50' Roll			E	7	\$15.00	\$105.00		
	Eastern Analytical, Inc.			X	1	\$1,198.00	\$1,198.00		
	Ditching and Monitoring Well Installation			X	1	\$1,000.00	\$1,000.00		
	Message (Field Vehicle, 1 round trip)			E	1	\$125.00	\$125.00		
	Project Geologist II			E	15	\$122.00	\$1,830.00		
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	Stump Block			E	10	\$15.00	\$150.00		
	Tubing - 50' Roll			E	7	\$15.00	\$105.00		
	Eastern Analytical, Inc.			X	1	\$1,198.00	\$1,198.00		
	Ditching and Monitoring Well Installation			X	1	\$1,000.00	\$1,000.00		
	Message (Field Vehicle, 1 round trip)			E	1	\$125.00	\$125.00		
	Project Geologist II			E	15	\$122.00	\$1,830.00		
	EA			E	15	\$290.00	\$4,350.00		
	TPM			L	15	\$72.00	\$1,080.00		
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	Tubing - 50' Roll			E	7	\$15.00	\$105.00		
	Eastern Analytical, Inc.			X	1	\$1,198.00	\$1,198.00		
	Ditching and Monitoring Well Installation			X	1	\$1,000.00	\$1,000.00		
	Message (Field Vehicle, 1 round trip)			E	1	\$125.00	\$125.00		
	Project Geologist II			E	15	\$122.00	\$1,830.00		
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	TPM			L	15	\$72.00	\$1,080.00		
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	Tubing - 50' Roll			E	7	\$15.00	\$105.00		
	Eastern Analytical, Inc.			X	1	\$1,198.00	\$1,198.00		
	Ditching and Monitoring Well Installation			X	1	\$1,000.00	\$1,000.00		
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	Hydrant Pump			E	4	\$125.00	\$500.00		
	Stump Block			E	10	\$15.00	\$150.00		
	Tubing - 50' Roll			E	7	\$15.00	\$105.00		
	Eastern Analytical, Inc.			X	1	\$1,198.00	\$1,198.00		
	Ditching and Monitoring Well Installation			X	1	\$1,000.00	\$1,000.00		
	Message (Field Vehicle, 1 round trip)			E	1	\$125.00	\$125.00		
	Project Geologist II			E	15	\$122.00	\$1,830.00		
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	Stump Block			E	10	\$15.00	\$150.00		
	Tubing - 50' Roll			E	7	\$15.00	\$105.00		
	Eastern Analytical, Inc.			X	1	\$1,198.00	\$1,198.00		
	Ditching and Monitoring Well Installation			X	1	\$1,000.00	\$1,000.00		
	Message (Field Vehicle, 1 round trip)			E	1	\$125.00	\$125.00		
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	Message (Field Vehicle, 5 round trips, 2 staff)			E	10	\$80.00	\$800.00		
	Field Supplies			E	450	\$0.40	\$180.00		
	Water Level Meter								



- Legend**
- ◆ Proposed Monitoring Well (EPA)
  - ◆ Proposed Monitoring Well (LRPC)
  - Proposed Test Pit

**Notes:**

1. This Site Sketch was developed from Figure 3, Summary of RECs, by Credere Associates, LLC, 8/25/10.
2. Property Lines from NH GRANIT, revised 7/28/2017, Aerial photograph from NH GRANIT web map service, 2015.
3. Locations of site features depicted here on are approximate and given for illustrative purposes only.



nobis  
 Nobis Group - 18 Cheneil Drive  
 Concord, NH 03301 - (603) 774-4197  
 www.nobis-group.com

**FIGURE 1**

**SITE PLAN  
 LACONIA STATE SCHOOL TBA  
 LACONIA, NEW HAMPSHIRE**

PREPARED BY: JH  
 PROJECT NO. 86108.1Q

CHECKED BY: TA  
 DATE: AUGUST 2018

# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NOBIS ENGINEERING, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on May 03, 1989. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 140923

Certificate Number : 0004169544



IN TESTIMONY WHEREOF,

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

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

William M. Gardner  
Secretary of State



NOBIENG-01

MCALLAHAN

## CERTIFICATE OF LIABILITY INSURANCE

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

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

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

PRODUCER Ames & Gough 859 Willard Street Suite 320 Quincy, MA 02169	CONTACT NAME		
	PHONE (A/C, No, Ext): (617) 328-6555	FAX (A/C, No): (617) 328-6888	
	E-MAIL ADDRESS: boston@amesgough.com		
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Valley Forge Insurance Company A(XV)		20508
	INSURER B: Continental Insurance Company A(XV)		35289
	INSURER C: Hartford Casualty Insurance Company A+ (XV)		29424
	INSURER D: Beazley Syndicate 2623/623 at Lloyd's A+, XV		
	INSURER E:		
	INSURER F:		

INSURED  
Nobis Engineering, Inc./D/B/A Nobis Group  
18 Chenell Drive  
Concord, NH 03301

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 INSD	SUBR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X		6043450373	09/30/2018	09/30/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO:JECT <input checked="" type="checkbox"/> LOC OTHER:						
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY			6043450339	09/30/2018	09/30/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB			6043450356	09/30/2018	09/30/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 DED <input checked="" type="checkbox"/> RETENTION \$ 10,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		N/A	08WEGEK8600	09/30/2018	09/30/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liab.			W2030E180401	09/30/2018	09/30/2019	Per Claim 2,000,000
D				W2030E180401	09/30/2018	09/30/2019	Aggregate 2,000,000

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

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

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

CERTIFICATE HOLDER	CANCELLATION
State of New Hampshire Department of Administrative Services Charles Arlinghaus or designee 25 Capitol Street, Room 120 Concord, NH 03301	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 <i>John P. DeLong</i>