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The State of New Hampshire

Department of Environmental Services

Robert R. Scott, Commissioner

June 10, 2021

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

REQUESTED ACTION

Authorize the Department of Environmental Services (NHDES) to enter into contracts in the amount of $1,914,500 with the three vendors listed below to perform environmental spill response and hazardous materials cleanup, effective as of July 1, 2021 through June 30, 2025, upon Governor and Council approval. Funding is: 47% Oil Pollution Control Fund, 7% Hazardous Waste Cleanup Fund, 44% MtBE Settlement Fund and 1% RCRA Hazardous Waste Program.

Funding is available in the accounts as follows with authority to adjust encumbrances in each of the State fiscal years and between each of the contractors through the Budget Office if needed and justified. Funding for FY 2022-2025 is contingent upon continuing appropriation and availability of funds.

Contractor	Vendor Code#	Four-Year Contract Amount
Clean Harbors Environmental Services, Inc. Norwell, MA	174558-R005	$669,500
ACV Environmental Services, Inc. Avenel, NJ	302903-R002	$597,500
NRC East Environmental Services Inc., Franklin, MA	161724-B001	$647,500
		Total: $1,914,500

Fund Name	Account Number 03-44-44-444010	FY 2022	FY 2023	FY 2024	FY 2025	Totals
Oil Pollution Control Fund	1400-102-500731	$225,000	$225,000	$225,000	$225,000	$900,000
Hazardous Waste Cleanup Fund	5392-102-500731	$35,625	$35,625	$35,625	$35,625	$142,500
MtBE Settlement Fund	8893-102-500731	$300,000	$300,000	$125,000	$125,000	$850,000
RCRA Hazardous Waste Program	7603-102-500731	$22,000	$0	$0	$0	$22,000
TOTALS		**$582,625**	**$560,625**	**$385,625**	**$385,625**	**$1,914,500**

www.des.nh.gov
29 Hazen Drive • PO Box 95 • Concord, NH 03302-0095
(603) 271-3503 • Fax: 271-2867 • TDD Access: Relay NH 1-800-735-2964

EXPLANATION

The Oil Pollution Control Fund under RSA 146-A, Hazardous Waste Cleanup Fund under RSA 147-B, RCRA Hazardous Waste Program and MtBE Settlement Fund were established for environmental spill response and cleanup. The NHDES maintains contracts under these funds for conducting various oil and hazardous material spill response and cleanup activities to protect public health and the environment, often performed on an emergency basis. When a responsible party can be identified, the statutes authorize recovery of costs incurred by the State. These contracts are periodically renewed in consideration of preparedness for emergencies, changes in response and cleanup needs, identification of new contractors, and economic conditions.

The NHDES will employ three initial response contractors to maintain adequate first responder capability and ensure coverage in all geographic regions of the state. Each contractor is required to respond when requested within a specific time frame, thus all three firms have an office and equipment located in New Hampshire. Remuneration under each contract for each year may vary depending on the type of work assigned. However, there will be a maximum approved expenditure for any fiscal year over the four-year contract period.

On November 3, 2020, the NHDES issued an Invitation for Pre-Qualifications. Four firms submitted qualification packages and all contractors met the submission requirements. The Invitation for Pre-Qualifications was announced in the Union Leader on November 12 and 13, 2020, and listed on the NH Department of Administrative Services website. The NHDES Selection Committee evaluated each contractor's qualifications and experience, and scored the qualification submissions; a minimum score of 600 was required to move to the contract negotiation phase. Based on scoring of the qualification packages, Clean Harbors Environmental Services, NRC East Environmental Services, Inc., ACV Enviro Corporation, and Absolute Spill Response were pre-qualified to negotiate contracts. Absolute Spill Response was removed from consideration during the negotiation phase due to non-responsiveness. All three remaining contractors successfully negotiated a price schedule and performance standards and are to be awarded contracts with NHDES.

See Attachments A and B for the ranking of the four firms based on self-scores and the evaluations by NHDES Selection Committee members, and for each contractor's funding allocation.

The contractors are qualified to perform cleanup and emergency response work in accordance with standard practice for remediation services on a job-order basis. Contractors will be assigned work based on location, experience and capabilities. The NHDES will evaluate the degree to which the contractors meet project needs based on responsiveness, proximity to an event, capability, and past performance.

Unit prices in the Price Schedule, Exhibit C-1, are established for the first year of the contract period based on an evaluation of fair market value, economic factors and contractor input. Prices will be reviewed annually for consistency with fair market value, current rates and economic conditions. The NHDES may revise the contract price schedule annually, as warranted, with notice to each contractor. However, the total value of each contract and the aggregate expenditure for the four-year period will not increase due

to price schedule updates.

The NHDES has a long history of response and cleanup management experience, and program personnel are qualified to oversee all components of the contractor's work. The NHDES has awarded term contracts for remediation services with the top two ranked firms in the past, and is confident that the new contractor, ACV Enviro Corporation, will perform in a professional and expedient manner under the current contract.

The contracts were approved by the Department of Justice as to form, content, and execution. In the event the Funds are no longer available, General Funds will not be requested to support these contracts.

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 Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive, P.O. Box 95, Concord, NH 03302	
1.3 Contractor Name Clean Harbors Environmental Services, Inc.		1.4 Contractor Address 42 Longwater Drive, Norwell, MA 02061	
1.5 Contractor Phone Number 800–282-0058	1.6 Account Number(s): 03-44-44-444010 -1400, 5392, 7603 and 8893 - 102-500731	1.7 Completion Date June 30, 2025	1.8 Price Limitation $669,500.00
1.9 Contracting Officer for State Agency Steven A. Croce, P.E.		1.10 State Agency Telephone Number 603-271-2229	
1.11 Contractor Signature Date: 6/10/21		1.12 Name and Title of Contractor Signatory Robert Sherman, District Vice President	
1.13 State Agency Signature Date: 6/10/21		1.14 Name and Title of State Agency Signatory Robert R. Scott, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Director, On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: On: 6/14/2021			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials RS
Date 6/10/21

2. 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 B 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 1.17, 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 1.13 ("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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

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

Contractor Initials

Date 6/10/21

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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor Initials BS
Date 6/10/21

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. 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.

17. 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.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

Contractor Initials BS
Date 6/10/21

EXHIBIT A

Special Provisions

1. The Contractor shall maintain records of all work assignments in accordance with standard accounting practices and Department rules for technical reporting. Records shall be maintained for a period of seven (7) years following completion of a work assignment. The Contractor shall make all records available for audit and provide copies as required by the State. The records shall be retained in a manner that protects them from water, fire and vandalism. At the end of the retention period, the Contractor shall offer the records to the State. If the State declines to accept the records, the records become the property of the Contractor.

2. The State shall obtain necessary rights-of-way, land easements, building entry, dock access, and any other access agreement necessary to fulfill the requirements of this Contract. The Contractor shall not enter upon or cross over private property unless the State has secured access or entry by legal or emergency authorization.

3. The State reserves the right to terminate any Contractor who fails to meet the Performance Standards, is found brokering a work assignment to another Contractor, and/or to unqualified subcontractors. The NHDES shall limit the future assignment of work to Contractors that are found to be non-responsive and inefficient in their efforts to complete assignments that are under inspection by State officials.

Initials: BS
Date: 6/1/24

EXHIBIT B

Scope of Work

1. The State has contracted separately with Clean Harbors Environmental Services Inc., NRC East Environmental Services Inc., and ACV Enviro Corporation. Each Contractor shall furnish all necessary labor, materials, goods, equipment, services and facilities to perform comprehensive contaminated site cleanup, spill response, planned remediation, spill prevention and other services at various locations as requested by the State.

2. All work shall be performed in accordance with the Department of Environmental Services ("Department") document titled; FY 2021 – FY 2025 Contaminated Site Response & Cleanup Contract Performance Standards ("Performance Standards"), incorporated herein by reference. The work includes the following response, remediation and prevention categories:

    1) On-Premise-Use Heating Oil Spills
    2) Planned Remediation at Contaminated Sites
    3) Removal of Underground and Aboveground Storage Tanks
    4) Motor Vehicle Accidents
    5) Containment, Transportation and Disposal of Unknown Wastes
    6) Solid Waste and Hazardous Material Incidents
    7) Recovery of Submerged Petroleum Powered Vehicles or Petroleum Containers
    8) Response to Oil Spills in Swift Water Environments
    9) Clandestine Drug Labs
    10) Incident Command System Operations, Terrorist Incidents, and Disaster Response

3. The State shall assign work to each Contractor in accordance with the protocol in the Performance Standards. The State makes no guarantee of a minimum or maximum amount of work assigned to each Contractor.

Initials: _____
Date: 6/1/21

EXHIBIT C

Contract Price and Payment Method

1. The total amount of all payments to this Contractor for this contract shall not exceed Six Hundred Sixty-Nine Thousand, Five Hundred dollars ($669,500). The breakdown of state funds is as follows:

CLEAN HARBORS Environmental Services Inc.					
ORG.	**FY 2022**	**FY 2023**	**FY 2024**	**FY 2025**	**TOTAL**
1400	$75,000	$75,000	$75,000	$75,000	$300,000
5392	$11,875	$11,875	$11,875	$11,875	$47,500
8893	$100,000	$100,000	$50,000	$50,000	$300,000
7603	$22,000	$0	$0	$0	$22,000
TOTALS:	**$208,875**	**$186,875**	**$136,875**	**$136,875**	**$669,500**

2. Payment for each work assignment shall be based upon the items, not-to-exceed unit prices and not-to-exceed labor rates provided in the Exhibit C-1: Price Schedule, agreed-to by the State and the Contractors. For any special items not included in the Price Schedule, the Contractor shall be paid the invoiced cost for the service or goods provided, as agreed-to in advance, by the State and the Contractor.

3. The Contractor may include percentage-based "markup" charges to cover handling costs, subcontractor administration and insurance for certain service categories at the not-to-exceed rates provided in the Price Schedule. Such charges shall not be used for profit, but shall be full compensation to the Contractor for handling costs, subcontractor administration, and insurance.

4. For the initial Contract year, the Department shall establish the items, unit prices, labor rates, rates for handling costs, subcontractor administration, and insurance provided in the Price Schedule. For subsequent years, and at its discretion, the Department may add new items to the Price Schedule and adjust the unit prices and rates in consideration of market conditions and with Contractor input. However, the total value of each contract shall not be increased without Governor and Council approval.

5. The Contractor shall submit payment requests in accordance with the Performance Standards. The Department shall review invoices for completeness and compliance with the contract terms and shall return invoices found to be incomplete or inaccurate, or mark-down prices. Payment for completed work shall be contingent upon Department approval of invoices based on verification of conformance with the contract terms.

Initials: BS
Date: 6/1/21

EXHIBIT C-1: PRICE SCHEDULE
IR CONTRACT - CONTAMINATED SITE RESPONSE AND CLEANUP CONTRACT
Contract Period: July 2021 - June 2025

ITEM	CATEGORY	UNITS	Current Rate for 6/30/18 - 7/01/19 (1)	PROPOSED Unit Rates for 7/01/21
Item #	**Labor**			
L-1	Site Supervisor	Hour	$96.60	$99.00
L-2	Foreman	Hour	$65.36	$70.00
L-3	Technician	Hour	$52.50	$55.00
L-4	Field Chemist	Hour	$73.03	$75.00
L-5	Marine Laborer (4)	Hour	$53.81	$57.00
L-6	Boat Operator	Hour	$59.30	$62.00
L-7	Equipment Operator/ Truck Driver	Hour	$57.86	$65.00
L-8	Licensed Plumber	Hour	Cost + 15%	Cost + 15%
L-9	Licensed Electrician	Hour	Cost + 15%	Cost + 15%
L-10	Per Diem	Person/day	$110.00	$150.00
L-11	Overtime Premium (workday hours >10/day; & weekend hours)	Hour	1.5 X Labor Rate	1.5 X Labor Rate
L-12	Police Detail	Hour	Cost + 10%	Cost + 10%
Item #	**Health and Safety**			
HS-1	Level A PPE (7)	Day/person	$222.00	$300.00
HS-2	Level B PPE	Day/person	$132.50	$175.00
HS-3	Level C PPE	Day/person	$75.00	$85.00
HS-4	Level D - Supplemental PPE (8)	Day/person	$25.00	$30.00
Item #	**Vehicles**			
V-1	Automobiles, 2-wheel and 4-wheel drive	Mile	IRS Rate	IRS Rate
V-2	Pickup Truck	Half-Day	$73.27	$90.00
V-3	Work/Utility Truck (Non-Emergency)	Half-Day	$133.26	$160.00
Item #	**Vehicles & Trailers**			
VT-1	Fully equipped Emergency Response Trailer	Half-Day	$141.83	$150.00
VT-2	Fully equipped Emergency Response Van	Half-Day	$149.93	$160.00
VT-3	RackTruck	Half-Day	$142.09	$175.00

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ITEM	CATEGORY	UNITS	Current Rate for 6/30/18 - 7/01/19 (1)	PROPOSED Unit Rates for 7/01/21
VT-4	Transport Tankers, 3000 gallon minimum	Half-Day	$181.01	$200.00
VT-5	Dump Truck, diesel, 5-6 cyd	Half-Day	$205.00	$215.00
VT-6	Dump Truck ,diesel, 22-24 cydl	Half-Day	$212.11	$230.00
VT-7	Vacuum truck	Hour	$73.27	$80.00
VT-8	Vacuum truck - Stainless Steel	Hour	$81.66	90.00
VT-9	Box Truck	Half-Day	$181.01	$190.00
VT-10	Lowboy trailer with tractor	Hour	$119.77	$125.00
VT-11	Roll-Off/Frac Tank Trailer or Truck	Hour	$73.27	$80.00
VT-12	Flat Bed Trailers	Half-Day	$107.12	$110.00
VT-13	Bobcat attachments	Half-Day	$150.12	$158.00
Item #	**Excavating & Loading**			
EL-1	Backhoe Loader, 4WD	Half-Day	$298.04	$310.00
EL-2	Mini-Excavator, 10,000 lb, hydraulic	Half-Day	$225.10	$235.00
EL-3	Excavator - 40,000 lb, hydraulic	Half-Day	$383.00	$400.00
EL-4	Excavator - 60,000 lb, hydraulic	Half-Day	$551.93	$580.00
EL-5	Bobcat Loader- 1,500 lb, skidsteer WHEELED	Half-Day	$179.91	$190.00
EL-6	Loader - 3 cy bucket, 4WD, diesel	Half-Day	$383.00	$400.00
EL-7	Vactor Truck	Hour	$120.39	$125.00
EL-8	Vactor Hose, 6 in. diameter	Foot	$2.82	$3.00
EL-9	Pump Truck	Day	Cost +15%	Cost +15%
EL-10	Common Backfill	Ton	Cost + 10%	Cost + 10%
EL-11	Gravel/crushed stone	Ton	Cost + 10%	Cost + 10%
EL-12	Flowable Fill	Cubic Yard	Cost + 10%	Cost + 10%
EL-13	Loam	Cubic Yard or Ton	Cost +10%	Cost + 10%
EL-14	Grass seed	Pound	Cost + 10%	Cost + 10%
Item #	**Absorbents, Cleaning, & Containment (2)**			
ACC-1	6 mil poly roll 100'x20'	Each	$98.44	120.00
ACC-2	Containment boom, up to 18"	Foot	$1.40	1.50
ACC-3	Containment boom, up to 37"	Foot	$1.66	1.75
ACC-4	Sorbent pads, 15"x19"x3/16", 200 per bale	Bale	$98.49	75.00

BS
6/1/21

ITEM	CATEGORY	UNITS	Current Rate for 6/30/18 - 7/01/19 (1)	PROPOSED Unit Rates for 7/01/21
ACC-5	Sorbent boom 10'x5" diam., 4 per bale	Bale	$196.98	100.00
ACC-6	Speedi-dry, 50lb. bag	Bag	$7.48	15.00
ACC-7	Polyethylene bags, 38" x 60", 4 mill	Bag	$1.07	1.25
ACC-8	Degreaser - Biodegradable Surfactant	Gallon	$56.70	25.00
Item #	**Containers**			
C-1	Storage tank (1,000-2,500 gallon)	Half-Day	$16.38	$20.00
C-2	Storage tank (5,000-7,500 gallon)	Half-Day	$16.38	$20.00
C-3	Storage tank (Frac-20,000-gallon)	Half-Day	$31.50	$32.00
C-4	Roll-Off Container, 10 c.y.	Half-Day	$9.64	$10.00
C-5	Roll-Off Container, 20 c.y.	Half-Day	$12.86	$15.00
C-6	Roll-Off Container, 30 c.y.	Half-Day	$13.91	$20.00
C-7	Roll-Off Liner, all sizes	Each	$68.51	$72.00
C-8	Drums, 55 gallon Type 17E, closed head	Each	$42.00	$50.00
C-9	Drums - 55 gallon 17H, open head	Each	$42.00	$55.00
C-10	Drums, 25M, poly, 55 gallon	Each	$71.40	$72.00
C-11	Drums, 17E, poly, 30 gallon	Each	$61.95	$62.00
C-12	Drums, 17H, poly, 30 gallon	Each	$85.05	$85.00
C-13	1 CuYd Box	Each	$110.25	$115.00
C-14	Pails, poly, 5 gallon (Lab Pack)	Each	$9.82	$10.00
C-15	Overpack drums, 1A2/X427/S, 85 gallon, steel	Each	$163.80	$170.00
C-16	Overpack drums, 1H2/X340/S, 90 gallon, poly	Each	$178.50	$200.00
Item #	**Pumps**			
P-1	Drum vacuum pump	Half-Day	$41.74	$50.00
P-2	Pump, pneumatic diaphragm, 1.5 in. to 3 in. discharge	Half-Day	$52.45	$60.00
P-3	Pump, electric centrifugal, 1.5 in. to 3 in. discharge	Half-Day	$42.84	$45.00
P-4	Pump, trash, 2 in. to 4 in. discharge	Half-Day	$109.20	$115.00
Item #	**Tools & Equipment (2)**			

BS
6/1/21

ITEM	CATEGORY	UNITS	Current Rate for 6/30/18 - 7/01/19 (1)	PROPOSED Unit Rates for 7/01/21
TE-1	Transit or level, tripod, rod, and tape	Half-Day	$43.89	$45.00
TE-2	Blower/exhaust fan, explosion proof 5,000 CFM	Half-Day	$35.28	$40.00
TE-3	Blower/exhaust fan, explosion proof 5,000 CFM	Week	$163.80	$175.00
TE-4	Blower/exhaust fan, explosion proof 1,570 CFM	Half-Day	$17.14	$20.00
TE-5	Blower/exhaust fan, explosion proof 1,570 CFM	Week	$98.49	$110.00
TE-6	Charcoal Scrubber Treatment	Week	Cost + 15%	Cost + 15%
TE-7	Compactor - walk behind 20 x 28" vibrating plate type	Half-Day	$59.96	$65.00
TE-8	Compactor – double drum type	Half-Day	$119.91	$125.00
TE-9	Air Compressor 125/175 psi	Half-Day	$71.72	$75.00
TE-10	Concrete Saw with blade	Day	$246.28	$255.00
TE-11	Concrete Saw Blade	Each	Cost + 10%	Cost + 10%
TE-12	Concrete corer - 6" to 8" diameter	Half-Day	$87.78	$92.00
TE-13	Generator, up to 5000 watt	Half-Day	$69.56	$72.00
TE-14	Jackhammer with bit and hose	Half-Day	$47.04	$50.00
TE-15	Skimmer - Duckbill, Slurp, Swiss	Half-Day	$33.18	$35.00
TE-16	Water Blaster – up to 3,000 psi	Half-Day	$54.60	$57.00
TE-17	Steam Cleaner – 800 psi	Half-Day	$65.31	$70.00
TE-18	Reciprocating saw, electric or pneumatic w/ blades	Half-Day	$33.18	$35.00
TE-19	Light tower w/generator	Half-Day	$119.91	$125.00
TE-20	Portable floodlight	Half-Day	$29.93	$32.00
TE-21	Chain Saw, gas or electric, all sizes	Half-Day	$35.28	$36.00
TE-22	Rotary percussion drill, electric or pneumatic, 1/2" to 3/4"	Half-Day	$35.28	$45.00
TE-23	All other powered hand tools	Half-Day	$21.42	$25.00
TE-24	Traffic Signs Package	Incident	$107.10	$115.00
TE-25	Heat Blanket	Day	$26.78	$28.00
TE-26	Glycol Heater	Day	$682.50	$725.00
TE-27	HEPA Vacuum, wet/dry	Half-Day	$47.25	$50.00
TE-28	Mercury Vacuum	Half-Day	$78.75	$85.00

RS
6/1/21

ITEM	CATEGORY	UNITS	Current Rate for 6/30/18 - 7/01/19 (1)	PROPOSED Unit Rates for 7/01/21
TE-29	Duct Tape	Roll	$8.00	$12.00
Item #	**Marine**			
M-1	Row Boat (Emerg.Trailer/Van) w/ motor	Day	$75.00	$100.00
M-2	Work Boat, up to 16 foot	Day	$500.00	$500.00
M-3	Work/Tow Boat, 17 to 26 foot	Day	$770.00	$770.00
M-4	Boom Boat, 23 to 35 foot	Day	$1,200.00	$1,200.00
M-5	Response/Tow Boat, >24 feet	Day	$1,350.00	$1,350.00
Item #	**Disposal & Treatment**			
DT-1a **(5)**	Bulk Liquid Disposal (gasoline/water), FP ≤ 140° F, < 1000 gal.	Gallon	$1.86	1.90
DT-1b **(5)**	Bulk Liquid Disposal (gasoline/water), FP > 140° F	Gallon	$0.82	0.85
DT-1c **(6)**	Bulk Liquid Disposal (gasoline/water), FP > 140° F for incineration	Gallon	$2.60	2.60
DT-2 **(5)**	Bulk Liquid Disposal (fuel oil/water)	Gallon	$0.52	0.60
DT-3	Bulk Liquid Disposal (Heavy Oil/water)	Gallon	$0.71	0.75
DT-4	Mixed Liquid Disposal (gasoline/water)	Drum	$266.18	275.00
DT-5	Gasoline-Contaminated Debris In Drums (Hazardous)	Drum	$250.82	275.00
DT-6	Oil-Contaminated Debris In Drums (Non-Hazardous)	Drum	$100.33	125.00
DT-7	Mixed Liquid Disposal (fuel oil/water)	Drum	$131.04	140.00
DT-8	Oily Debris Disposal In Bags	Bag	$31.74	32.00
DT-9	Bulk Oily Debris Disposal	Ton	Cost + 15%	Cost + 15%
DT-10	VPC Soil - Thermal Treatment or Landfill Disposal < 50 tons	Ton	Cost + 15%	Cost + 15%
DT-11	VPC Soil - Thermal Treatment or Landfill Disposal > 50 tons	Ton	Minimum 2 Quotes required	Minimum 2 Quotes required
DT-12	VPC Soil - Off-Spec Load Expense **(9)**	Load	Cost + 15%	Cost + 15%
DT-13	VPC Soil (small quantities in drums) **(3)**	Drum	$100.33	125.00
DT-14	Transport of VPC Soil	Ton	Cost + 15%	Cost + 15%

BS
6/1/21

ITEM	CATEGORY	UNITS	Current Rate for 6/30/18 - 7/01/19 (1)	PROPOSED Unit Rates for 7/01/21
DT-15	Other Petroleum wastes	T-packs	Minimum 2 Quotes required	Minimum 2 Quotes required
DT-16	Bulk Liquid Disposal (hazardous waste)	Gallon	Minimum 2 Quotes required	Minimum 2 Quotes required
DT-17	Other Hazardous waste	T-packs	Minimum 2 Quotes required	Minimum 2 Quotes required
DT-18	E-Manifest Service	Event	--	$25.00
Item #	**Hazardous/Petroleum Storage Tank Removals**			
TANK-1	Tank closure, materials disposal and site restoration	By Quote	Project-specific Quote Required	Project-specific Quote Required
Item #	**Meters – Detectors**			
MD-1	Photoionization detector (PID)	Day	$80	100.00
MD-2	Flameionization detector (FID)	Day	$103.50	110.00
MD-3	Water level meter	Day	$17.25	18.00
MD-4	Oil/Water Interface probe	Day	$28.75	30.00
MD-5	Metal detector	Day	$17.25	20.00
MD-6	Multi-Gas Meter (VOCs, LEL, O_2)	Day	$108.10	120.00
MD-7	Drager/Synsidyne (plus tubes)	Day	$30 + tubes (Cost + 15%)	$30 + tubes (Cost + 15%)
MD-8	Mercury Vapor Analyzer (Jerome Meter)	Day	$125.00	125.00
MD-9	Unknown Hazardous Waste Field ID Kit	Day	$172.50	175.00
MD-10	Unknown Compressed Gas Field ID Kit	Day	$172.50	175.00
Item #	**Sampling Equipment and Supplies**			
S-1	Disposable bailers	Each	$13.80	13.00
S-2	Encore™ sample container for use with sampling Method 5035	Each	$9.20	10.00
S-3	Field Supplies	Day	$28.75	30.00
S-4	Groundwater sampling filter	Each	$23.00	24.00
S-5	Groundwater sampling pump	Day	$46.00	46.00
Item #	**Laboratory Analysis**			
LA-1	Various methodologies as appropriate, including 24-hour turnaround if requested by DES	Each	DES-Approved Rate + 15%	DES-Approved Rate + 15%

BS 6/1/21

ITEM	CATEGORY	UNITS	Current Rate for 6/30/18 - 7/01/19 (1)	PROPOSED Unit Rates for 7/01/21
Item #	**Subcontractor Markup, Fuel Cost Adjustment & Other Multipliers**			
CS-1	Subcontract services per Section O, Specifications.	Cost + 15%	**Cost + 15%**	**Cost + 15%**
CS-2	Materials, supplies and rentals, not a listed item and no subcontract	Cost + 10%	**Cost + 10%**	**Cost + 10%**

NOTES:

(1) Prices will be evaluated and adjusted annually on or about July 1st, in consideration of CPI and other indexes.

(2) DES shall determine whether to pay the purchase price or the use/rental cost for an item used on any assignment.

(3) Assumes that any large quantity of soil will be disposed as bulk wastes, 5 drums or less is considered small quantity since 5 drums cost $490 versus a minimum load 10 tons at $43.per ton plus administrative costs.

(4) The Marine Laborer hourly rate will be applied to IR Service personnel that are used for boom deployment excerises, DES boat orientation, and joint-agency spill exercises.

(5) Assumes mixtures are recycled and reused.

(6) Assumes mixtures are incinerated including tanker rinse waters.

(7) The listed rate is for reusable suits with decontamination and examination/testing by a safety professional. When extensive contamination is expected may concider using disposable suits and with compensatation for additional cost.

(8) Supplemental Level D PPE based on site conditions that warrant additional worker protection. Standard Level D worker protection is built into existing labor rates.

(9) Surcharges for off-spec loads are approved by DES on an individual case basis and include supplemental charges for high moisture content, minimum loads (<5 tons) and high organics content that are billed per project, and not on a per ton basis.

BS
6/1/21

A Clean Harbors Company
42 Longwater Drive
P.O. Box 9149
Norwell, MA 02061-9149

CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.

(the "Company")

Secretary's Certificate

I, Michael R. McDonald, the Company's Assistant Secretary, hereby certify that the Company is authorized to enter into the Agreement and that Robert Sherman, Vice President, is authorized by the Board of Directors of the Company to execute any and all documents related to the certain agreement to be signed between the Company and the New Hampshire Department of Administrative Services pursuant to NHDES2021-2025IR (the "Agreement").

CERTIFIED, this 13th day of May 2021

Assistant Secretary

COMMONWEALTH OF MASSACHUSETTS)
)
COUNTY OF PLYMOUTH ss)

On this 13th day of May 2021, before me, the undersigned notary public, personally appeared Michael R. McDonald, proved to me through satisfactory evidence of identification which was a driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it as Assistant Secretary of Clean Harbors Environmental Services, Inc., voluntarily for its stated purpose.

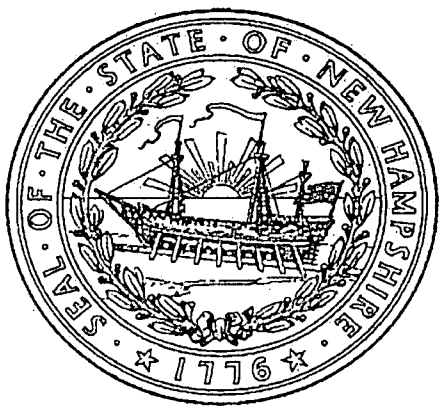
Coleen O'Donnell Robbie
NOTARY PUBLIC
Commonwealth of
Massachusetts
My Commission Expires
3/25/2027

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 CLEAN HARBORS ENVIRONMENTAL SERVICES, INC. is a Massachusetts Profit Corporation registered to transact business in New Hampshire on April 20, 1987. 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: **110515**
Certificate Number : **0005366409**



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this **12th** day of **May** A.D. **2021.**

William M. Gardner
Secretary of State

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/10/2021

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
Willis Towers Watson Northeast, Inc.
c/o 26 Century Blvd
P.O. Box 305191
Nashville, TN 372305191 USA

CONTACT NAME: Willis Towers Watson Certificate Center
PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378
E-MAIL ADDRESS: certificates@willis.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: ACE American Insurance Company	22667
INSURER B: ACE Property & Casualty Insurance Company	20699
INSURER C: Indemnity Insurance Company of North Ameri	43575
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Clean Harbors Environmental Services, Inc. and its Affiliates
42 Longwater Drive
Norwell, MA 02061

COVERAGES **CERTIFICATE NUMBER:** W21235222 **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 WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR X XCU X Contractual GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☐ OTHER:	Y		HDO G7145387A	11/01/2020	11/01/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 500,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO X OWNED AUTOS ONLY X HIRED AUTOS ONLY X MCS-90 ☐ SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	Y		ISA H25310871	11/01/2020	11/01/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 5,000,000 $ $ $ $
B	X UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $			G4682586A 004	11/01/2020	11/01/2021	EACH OCCURRENCE AGGREGATE $	$ 10,000,000 $ 10,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) Y/N No If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WLR C67459817 (AOS)	11/01/2020	11/01/2021	X PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 2,000,000 $ 2,000,000 $ 2,000,000
A	Workers Compensation & Employers Liability Per Statute			WLR C67459854 (CA, MA)	11/01/2020	11/01/2021	E.L. EACH ACCIDENT E.L. DISEASE - EA EMP E.L. DISEASE-POL LMT	$2,000,000 $2,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Scope of work: All operations of the Named Insured
SEE ATTACHED

CERTIFICATE HOLDER

New Hampshire Department oe Environmental Services
Attn: Steve Croce
29 Hazen Drive
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Julie M Powers

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AGENCY CUSTOMER ID: _____

LOC #: _____

ACORD ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Willis Towers Watson Northeast, Inc.		Clean Harbors Environmental Services, Inc. and its Affiliates 42 Longwater Drive Norwell, MA 02061
POLICY NUMBER See Page 1		
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Certificate Holder is named as an Additional Insured for General Liability and Auto Liability as their interests may appear if required by written contract but only with respect to liability arising out of operations of the Named Insured.

INSURER AFFORDING COVERAGE: ACE American Insurance Company NAIC#: 22667

POLICY NUMBER: COO G27416603 006 EFF DATE: 11/01/2020 EXP DATE: 11/01/2021

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Contractor's Pollution Liability	Each Claim	$10,000,000
	All Claims	$10,000,000
	SIR	$250,000

INSURER AFFORDING COVERAGE: ACE American Insurance Company NAIC#: 22667

POLICY NUMBER: COO G27416603 006 EFF DATE: 11/01/2020 EXP DATE: 11/01/2021

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Professional Liability	Each Claim	$10,000,000
	All Claims	$10,000,000
	SIR	$250,000

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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 Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive, P.O. Box 95, Concord, NH 03302	
1.3 Contractor Name ACV Environmental Services, Inc.		1.4 Contractor Address 1500 Rahway Ave. Avenel, NJ 07001	
1.5 Contractor Phone Number 732-375-9988	1.6 Account Number(s): 03-44-44-444010 -1400, 5392, and 8893 - 102-500731	1.7 Completion Date June 30, 2025	1.8 Price Limitation $597,500.00
1.9 Contracting Officer for State Agency Steven A. Croce, P.E.		1.10 State Agency Telephone Number 603-271-2229	
1.11 Contractor Signature Donna Miller Date: 5/21/2021		1.12 Name and Title of Contractor Signatory Donna Miller, Vice President	
1.13 State Agency Signature Date: 6/14/21		1.14 Name and Title of State Agency Signatory Robert R. Scott, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Director, On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: On: 6/14/2021			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials
Date 5/21/2021

2. 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 B 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 1.17, 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 1.13 ("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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

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

Contractor Initials

Date 5/21/2021

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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor Initials

Date 5/21/2021

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. 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.

17. 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.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

Contractor Initials _____

Date 5/21/2021

EXHIBIT A

Special Provisions

1. The Contractor shall maintain records of all work assignments in accordance with standard accounting practices and Department rules for technical reporting. Records shall be maintained for a period of seven (7) years following completion of a work assignment. The Contractor shall make all records available for audit and provide copies as required by the State. The records shall be retained in a manner that protects them from water, fire and vandalism. At the end of the retention period, the Contractor shall offer the records to the State. If the State declines to accept the records, the records become the property of the Contractor.

2. The State shall obtain necessary rights-of-way, land easements, building entry, dock access, and any other access agreement necessary to fulfill the requirements of this Contract. The Contractor shall not enter upon or cross over private property unless the State has secured access or entry by legal or emergency authorization.

3. The State reserves the right to terminate any Contractor who fails to meet the Performance Standards, is found brokering a work assignment to another Contractor, and/or to unqualified subcontractors. The NHDES shall limit the future assignment of work to Contractors that are found to be non-responsive and inefficient in their efforts to complete assignments that are under inspection by State officials.

Initials: PJM
Date: 11/2/21

RECEIVED
NHDES
JUN - 7 2021
Oil Remediation &
Compliance Bureau

EXHIBIT B

Scope of Work

1. The State has contracted separately with Clean Harbors Environmental Services Inc., NRC East Environmental Services Inc., and ACV Enviro Corporation. Each Contractor shall furnish all necessary labor, materials, goods, equipment, services and facilities to perform comprehensive contaminated site cleanup, spill response, planned remediation, spill prevention and other services at various locations as requested by the State.

2. All work shall be performed in accordance with the Department of Environmental Services ("Department") document titled; FY 2021 – FY 2025 Contaminated Site Response & Cleanup Contract Performance Standards ("Performance Standards"), incorporated herein by reference. The work includes the following response, remediation and prevention categories:

    1) On-Premise-Use Heating Oil Spills
    2) Planned Remediation at Contaminated Sites
    3) Removal of Underground and Aboveground Storage Tanks
    4) Motor Vehicle Accidents
    5) Containment, Transportation and Disposal of Unknown Wastes
    6) Solid Waste and Hazardous Material Incidents
    7) Recovery of Submerged Petroleum Powered Vehicles or Petroleum Containers
    8) Response to Oil Spills in Swift Water Environments
    9) Clandestine Drug Labs
    10) Incident Command System Operations, Terrorist Incidents, and Disaster Response

3. The State shall assign work to each Contractor in accordance with the protocol in the Performance Standards. The State makes no guarantee of a minimum or maximum amount of work assigned to each Contractor.

Initials: JW
Date: 6/2/21

EXHIBIT C

Contract Price and Payment Method

1. The total amount of all payments to this Contractor for this contract shall not exceed Five Hundred Ninety-Seven Thousand, Five Hundred dollars ($597,500). The breakdown of state funds is as follows:

ACV Enviro Corporation					
ORG.	**FY 2022**	**FY 2023**	**FY 2024**	**FY 2025**	**TOTAL**
1400	$75,000	$75,000	$75,000	$75,000	$300,000
5392	$11,875	$11,875	$11,875	$11,875	$47,500
8893	$100,000	$100,000	$25,000	$25,000	$250,000
TOTALS:	**$186,875**	**$186,875**	**$111,875**	**$111,875**	**$597,500**

2. Payment for each work assignment shall be based upon the items, not-to-exceed unit prices and not-to-exceed labor rates provided in the Exhibit C-1: Price Schedule, agreed-to by the State and the Contractors. For any special items not included in the Price Schedule, the Contractor shall be paid the invoiced cost for the service or goods provided, as agreed-to in advance, by the State and the Contractor.

3. The Contractor may include percentage-based "markup" charges to cover handling costs, subcontractor administration and insurance for certain service categories at the not-to-exceed rates provided in the Price Schedule. Such charges shall not be used for profit, but shall be full compensation to the Contractor for handling costs, subcontractor administration, and insurance.

4. For the initial Contract year, the Department shall establish the items, unit prices, labor rates, rates for handling costs, subcontractor administration, and insurance provided in the Price Schedule. For subsequent years, and at its discretion, the Department may add new items to the Price Schedule and adjust the unit prices and rates in consideration of market conditions and with Contractor input. However, the total value of each contract shall not be increased without Governor and Council approval.

5. The Contractor shall submit payment requests in accordance with the Performance Standards. The Department shall review invoices for completeness and compliance with the contract terms and shall return invoices found to be incomplete or inaccurate, or mark-down prices. Payment for completed work shall be contingent upon Department approval of invoices based on verification of conformance with the contract terms.

Initials: _____
Date: 12/2/21

EXHIBIT C-1: PRICE SCHEDULE
IR CONTRACT - CONTAMINATED SITE RESPONSE AND CLEANUP CONTRACT
Contract Period: July 2021 - June 2025

ITEM	CATEGORY	UNITS	Current Rate for 6/30/18 - 7/01/19 (1)	PROPOSED Unit Rates for 7/01/21
Item #	**Labor**			
L-1	Site Supervisor	Hour	**$96.60**	**$99.00**
L-2	Foreman	Hour	**$65.36**	**$70.00**
L-3	Technician	Hour	**$52.50**	**$55.00**
L-4	Field Chemist	Hour	**$73.03**	**$75.00**
L-5	Marine Laborer (4)	Hour	**$53.81**	**$57.00**
L-6	Boat Operator	Hour	**$59.30**	**$62.00**
L-7	Equipment Operator/ Truck Driver	Hour	**$57.86**	**$65.00**
L-8	Licensed Plumber	Hour	**Cost + 15%**	**Cost + 15%**
L-9	Licensed Electrician	Hour	**Cost + 15%**	**Cost + 15%**
L-10	Per Diem	Person/day	**$110.00**	**$150.00**
L-11	Overtime Premium (workday hours >10/day; & weekend hours)	Hour	**1.5 X Labor Rate**	**1.5 X Labor Rate**
L-12	Police Detail	Hour	**Cost + 10%**	**Cost + 10%**
Item #	**Health and Safety**			
HS-1	Level A PPE (7)	Day/person	**$222.00**	**$300.00**
HS-2	Level B PPE	Day/person	**$132.50**	**$175.00**
HS-3	Level C PPE	Day/person	**$75.00**	**$85.00**
HS-4	Level D - Supplemental PPE (8)	Day/person	**$25.00**	**$30.00**
Item #	**Vehicles**			
V-1	Automobiles, 2-wheel and 4-wheel drive	Mile	**IRS Rate**	**IRS Rate**
V-2	Pickup Truck	Half-Day	**$73.27**	**$90.00**
V-3	Work/Utility Truck (Non-Emergency)	Half-Day	**$133.26**	**$160.00**
Item #	**Vehicles & Trailers**			
VT-1	Fully equipped Emergency Response Trailer	Half-Day	**$141.83**	**$150.00**
VT-2	Fully equipped Emergency Response Van	Half-Day	**$149.93**	**$160.00**
VT-3	RackTruck	Half-Day	**$142.09**	**$175.00**

6/2/21

ITEM	CATEGORY	UNITS	Current Rate for 6/30/18 - 7/01/19 (1)	PROPOSED Unit Rates for 7/01/21
VT-4	Transport Tankers, 3000 gallon minimum	Half-Day	**$181.01**	**$200.00**
VT-5	Dump Truck, diesel, 5-6 cyd	Half-Day	**$205.00**	**$215.00**
VT-6	Dump Truck ,diesel, 22-24 cydl	Half-Day	**$212.11**	**$230.00**
VT-7	Vacuum truck	Hour	**$73.27**	**$80.00**
VT-8	Vacuum truck - Stainless Steel	Hour	**$81.66**	**90.00**
VT-9	Box Truck	Half-Day	**$181.01**	**$190.00**
VT-10	Lowboy trailer with tractor	Hour	**$119.77**	**$125.00**
VT-11	Roll-Off/Frac Tank Trailer or Truck	Hour	**$73.27**	**$80.00**
VT-12	Flat Bed Trailers	Half-Day	**$107.12**	**$110.00**
VT-13	Bobcat attachments	Half-Day	**$150.12**	**$158.00**
Item #	**Excavating & Loading**			
EL-1	Backhoe Loader, 4WD	Half-Day	**$298.04**	**$310.00**
EL-2	Mini-Excavator, 10,000 lb, hydraulic	Half-Day	**$225.10**	**$235.00**
EL-3	Excavator - 40,000 lb, hydraulic	Half-Day	**$383.00**	**$400.00**
EL-4	Excavator - 60,000 lb, hydraulic	Half-Day	**$551.93**	**$580.00**
EL-5	Bobcat Loader- 1,500 lb, skidsteer WHEELED	Half-Day	**$179.91**	**$190.00**
EL-6	Loader - 3 cy bucket, 4WD, diesel	Half-Day	**$383.00**	**$400.00**
EL-7	Vactor Truck	Hour	**$120.39**	**$125.00**
EL-8	Vactor Hose, 6 in. diameter	Foot	**$2.82**	**$3.00**
EL-9	Pump Truck	Day	**Cost +15%**	**Cost +15%**
EL-10	Common Backfill	Ton	**Cost + 10%**	**Cost + 10%**
EL-11	Gravel/crushed stone	Ton	**Cost + 10%**	**Cost + 10%**
EL-12	Flowable Fill	Cubic Yard	**Cost + 10%**	**Cost + 10%**
EL-13	Loam	Cubic Yard or Ton	**Cost +10%**	**Cost + 10%**
EL-14	Grass seed	Pound	**Cost + 10%**	**Cost + 10%**
Item #	**Absorbents, Cleaning, & Containment (2)**			
ACC-1	6 mil poly roll 100'x20'	Each	**$98.44**	**120.00**
ACC-2	Containment boom, up to 18"	Foot	**$1.40**	**1.50**
ACC-3	Containment boom, up to 37"	Foot	**$1.66**	**1.75**

6/4/21

ITEM	CATEGORY	UNITS	Current Rate for 6/30/18 - 7/01/19 (1)	PROPOSED Unit Rates for 7/01/21
ACC-4	Sorbent pads, 15"x19"x3/16", 200 per bale	Bale	**$98.49**	**75.00**
ACC-5	Sorbent boom 10'x5" diam., 4 per bale	Bale	**$196.98**	**100.00**
ACC-6	Speedi-dry, 50lb. bag	Bag	**$7.48**	**15.00**
ACC-7	Polyethylene bags, 38" x 60", 4 mill	Bag	**$1.07**	**1.25**
ACC-8	Degreaser - Biodegradable Surfactant	Gallon	**$56.70**	**25.00**
Item #	**Containers**			
C-1	Storage tank (1,000-2,500 gallon)	Half-Day	**$16.38**	**$20.00**
C-2	Storage tank (5,000-7,500 gallon)	Half-Day	**$16.38**	**$20.00**
C-3	Storage tank (Frac-20,000-gallon)	Half-Day	**$31.50**	**$32.00**
C-4	Roll-Off Container, 10 c.y.	Half-Day	**$9.64**	**$10.00**
C-5	Roll-Off Container, 20 c.y.	Half-Day	**$12.86**	**$15.00**
C-6	Roll-Off Container, 30 c.y.	Half-Day	**$13.91**	**$20.00**
C-7	Roll-Off Liner, all sizes	Each	**$68.51**	**$72.00**
C-8	Drums, 55 gallon Type 17E, closed head	Each	**$42.00**	**$50.00**
C-9	Drums - 55 gallon 17H, open head	Each	**$42.00**	**$55.00**
C-10	Drums, 25M, poly, 55 gallon	Each	**$71.40**	**$72.00**
C-11	Drums, 17E, poly, 30 gallon	Each	**$61.95**	**$62.00**
C-12	Drums, 17H, poly, 30 gallon	Each	**$85.05**	**$85.00**
C-13	1 CuYd Box	Each	**$110.25**	**$115.00**
C-14	Pails, poly, 5 gallon (Lab Pack)	Each	**$9.82**	**$10.00**
C-15	Overpack drums, 1A2/X427/S, 85 gallon, steel	Each	**$163.80**	**$170.00**
C-16	Overpack drums, 1H2/X340/S, 90 gallon, poly	Each	**$178.50**	**$200.00**
Item #	**Pumps**			
P-1	Drum vacuum pump	Half-Day	**$41.74**	**$50.00**
P-2	Pump, pneumatic diaphragm, 1.5 in. to 3 in. discharge	Half-Day	**$52.45**	**$60.00**
P-3	Pump, electric centrifugal, 1.5 in. to 3 in. discharge	Half-Day	**$42.84**	**$45.00**

6/2/21

ITEM	CATEGORY	UNITS	Current Rate for 6/30/18 - 7/01/19 (1)	PROPOSED Unit Rates for 7/01/21
P-4	Pump, trash, 2 in. to 4 in. discharge	Half-Day	**$109.20**	**$115.00**
Item #	**Tools & Equipment (2)**			
TE-1	Transit or level, tripod, rod, and tape	Half-Day	**$43.89**	**$45.00**
TE-2	Blower/exhaust fan, explosion proof 5,000 CFM	Half-Day	**$35.28**	**$40.00**
TE-3	Blower/exhaust fan, explosion proof 5,000 CFM	Week	**$163.80**	**$175.00**
TE-4	Blower/exhaust fan, explosion proof 1,570 CFM	Half-Day	**$17.14**	**$20.00**
TE-5	Blower/exhaust fan, explosion proof 1,570 CFM	Week	**$98.49**	**$110.00**
TE-6	Charcoal Scrubber Treatment	Week	**Cost + 15%**	**Cost + 15%**
TE-7	Compactor - walk behind 20 x 28" vibrating plate type	Half-Day	**$59.96**	**$65.00**
TE-8	Compactor – double drum type	Half-Day	**$119.91**	**$125.00**
TE-9	Air Compressor 125/175 psi	Half-Day	**$71.72**	**$75.00**
TE-10	Concrete Saw with blade	Day	**$246.28**	**$255.00**
TE-11	Concrete Saw Blade	Each	**Cost + 10%**	**Cost + 10%**
TE-12	Concrete corer - 6" to 8" diameter	Half-Day	**$87.78**	**$92.00**
TE-13	Generator, up to 5000 watt	Half-Day	**$69.56**	**$72.00**
TE-14	Jackhammer with bit and hose	Half-Day	**$47.04**	**$50.00**
TE-15	Skimmer - Duckbill, Slurp, Swiss	Half-Day	**$33.18**	**$35.00**
TE-16	Water Blaster – up to 3,000 psi	Half-Day	**$54.60**	**$57.00**
TE-17	Steam Cleaner – 800 psi	Half-Day	**$65.31**	**$70.00**
TE-18	Reciprocating saw, electric or pneumatic w/ blades	Half-Day	**$33.18**	**$35.00**
TE-19	Light tower w/generator	Half-Day	**$119.91**	**$125.00**
TE-20	Portable floodlight	Half-Day	**$29.93**	**$32.00**
TE-21	Chain Saw, gas or electric, all sizes	Half-Day	**$35.28**	**$36.00**
TE-22	Rotary percussion drill, electric or pneumatic, 1/2" to 3/4"	Half-Day	**$35.28**	**$45.00**
TE-23	All other powered hand tools	Half-Day	**$21.42**	**$25.00**
TE-24	Traffic Signs Package	Incident	**$107.10**	**$115.00**

DBW 6/2/21

ITEM	CATEGORY	UNITS	Current Rate for 6/30/18 - 7/01/19 (1)	PROPOSED Unit Rates for 7/01/21
TE-25	Heat Blanket	Day	**$26.78**	**$28.00**
TE-26	Glycol Heater	Day	**$682.50**	**$725.00**
TE-27	HEPA Vacuum, wet/dry	Half-Day	**$47.25**	**$50.00**
TE-28	Mercury Vacuum	Half-Day	**$78.75**	**$85.00**
TE-29	Duct Tape	Roll	**$8.00**	**$12.00**
Item #	**Marine**			
M-1	Row Boat (Emerg.Trailer/Van) w/ motor	Day	**$75.00**	**$100.00**
M-2	Work Boat, up to 16 foot	Day	**$500.00**	**$500.00**
M-3	Work/Tow Boat, 17 to 26 foot	Day	**$770.00**	**$770.00**
M-4	Boom Boat, 23 to 35 foot	Day	**$1,200.00**	**$1,200.00**
M-5	Response/Tow Boat, >24 feet	Day	**$1,350.00**	**$1,350.00**
Item #	**Disposal & Treatment**			
DT-1a **(5)**	Bulk Liquid Disposal (gasoline/water), FP ≤ 140° F, < 1000 gal.	Gallon	**$1.86**	**1.90**
DT-1b **(5)**	Bulk Liquid Disposal (gasoline/water), FP > 140° F	Gallon	**$0.82**	**0.85**
DT-1c **(6)**	Bulk Liquid Disposal (gasoline/water), FP > 140° F for incineration	Gallon	**$2.60**	**2.60**
DT-2 **(5)**	Bulk Liquid Disposal (fuel oil/water)	Gallon	**$0.52**	**0.60**
DT-3	Bulk Liquid Disposal (Heavy Oil/water)	Gallon	**$0.71**	**0.75**
DT-4	Mixed Liquid Disposal (gasoline/water)	Drum	**$266.18**	**275.00**
DT-5	Gasoline-Contaminated Debris In Drums (Hazardous)	Drum	**$250.82**	**275.00**
DT-6	Oil-Contaminated Debris In Drums (Non-Hazardous)	Drum	**$100.33**	**125.00**
DT-7	Mixed Liquid Disposal (fuel oil/water)	Drum	**$131.04**	**140.00**
DT-8	Oily Debris Disposal In Bags	Bag	**$31.74**	**32.00**
DT-9	Bulk Oily Debris Disposal	Ton	**Cost + 15%**	**Cost + 15%**
DT-10	VPC Soil - Thermal Treatment or Landfill Disposal < 50 tons	Ton	**Cost + 15%**	**Cost + 15%**
DT-11	VPC Soil - Thermal Treatment or Landfill Disposal > 50 tons	Ton	**Minimum 2 Quotes required**	**Minimum 2 Quotes required**

6/2/21

ITEM	CATEGORY	UNITS	Current Rate for 6/30/18 - 7/01/19 (1)	PROPOSED Unit Rates for 7/01/21
DT-12	VPC Soil - Off-Spec Load Expense **(9)**	Load	**Cost + 15%**	**Cost + 15%**
DT-13	VPC Soil (small quantities in drums) **(3)**	Drum	**$100.33**	**125.00**
DT-14	Transport of VPC Soil	Ton	**Cost + 15%**	**Cost + 15%**
DT-15	Other Petroleum wastes	T-packs	**Minimum 2 Quotes required**	**Minimum 2 Quotes required**
DT-16	Bulk Liquid Disposal (hazardous waste)	Gallon	**Minimum 2 Quotes required**	**Minimum 2 Quotes required**
DT-17	Other Hazardous waste	T-packs	**Minimum 2 Quotes required**	**Minimum 2 Quotes required**
DT-18	E-Manifest Service	Event	--	**$25.00**
Item #	**Hazardous/Petroleum Storage Tank Removals**			
TANK-1	Tank closure, materials disposal and site restoration	By Quote	**Project-specific Quote Required**	**Project-specific Quote Required**
Item #	**Meters – Detectors**			
MD-1	Photoionization detector (PID)	Day	**$80**	**100.00**
MD-2	Flameionization detector (FID)	Day	**$103.50**	**110.00**
MD-3	Water level meter	Day	**$17.25**	**18.00**
MD-4	Oil/Water Interface probe	Day	**$28.75**	**30.00**
MD-5	Metal detector	Day	**$17.25**	**20.00**
MD-6	Multi-Gas Meter (VOCs, LEL, O_2)	Day	**$108.10**	**120.00**
MD-7	Drager/Synsidyne (plus tubes)	Day	**$30 + tubes (Cost + 15%)**	**$30 + tubes (Cost + 15%)**
MD-8	Mercury Vapor Analyzer (Jerome Meter)	Day	**$125.00**	**125.00**
MD-9	Unknown Hazardous Waste Field ID Kit	Day	**$172.50**	**175.00**
MD-10	Unknown Compressed Gas Field ID Kit	Day	**$172.50**	**175.00**
Item #	**Sampling Equipment and Supplies**			
S-1	Disposable bailers	Each	**$13.80**	**13.00**
S-2	Encore™ sample container for use with sampling Method 5035	Each	**$9.20**	**10.00**
S-3	Field Supplies	Day	**$28.75**	**30.00**
S-4	Groundwater sampling filter	Each	**$23.00**	**24.00**

10/2/21

ITEM	CATEGORY	UNITS	Current Rate for 6/30/18 - 7/01/19 (1)	PROPOSED Unit Rates for 7/01/21
S-5	Groundwater sampling pump	Day	**$46.00**	**46.00**
Item #	**Laboratory Analysis**			
LA-1	Various methodologies as appropriate, including 24-hour turnaround if requested by DES	Each	**DES-Approved Rate + 15%**	**DES-Approved Rate + 15%**

DW 6/21/21

ITEM	CATEGORY	UNITS	Current Rate for 6/30/18 - 7/01/19 (1)	PROPOSED Unit Rates for 7/01/21
Item #	**Subcontractor Markup, Fuel Cost Adjustment & Other Multipliers**			
CS-1	Subcontract services per Section O, Specifications.	Cost + 15%	**Cost + 15%**	**Cost + 15%**
CS-2	Materials, supplies and rentals, not a listed item and no subcontract	Cost + 10%	**Cost + 10%**	**Cost + 10%**

NOTES:

(1) Prices will be evaluated and adjusted annually on or about July 1st, in consideration of CPI and other indexes.

(2) DES shall determine whether to pay the purchase price or the use/rental cost for an item used on any assignment.

(3) Assumes that any large quantity of soil will be disposed as bulk wastes, 5 drums or less is considered small quantity since 5 drums cost $490 versus a minimum load 10 tons at $43.per ton plus administrative costs.

(4) The Marine Laborer hourly rate will be applied to IR Service personnel that are used for boom deployment excerises, DES boat orientation, and joint-agency spill exercises.

(5) Assumes mixtures are recycled and reused.

(6) Assumes mixtures are incinerated including tanker rinse waters.

(7) The listed rate is for reusable suits with decontamination and examination/testing by a safety professional. When extensive contamination is expected may concider using disposable suits and with compensatation for additional cost.

(8) Supplemental Level D PPE based on site conditions that warrant additional worker protection. Standard Level D worker protection is built into existing labor rates.

(9) Surcharges for off-spec loads are approved by DES on an individual case basis and include supplemental charges for high moisture content, minimum loads (<5 tons) and high organics content that are billed per project, and not on a per ton basis.

CONSENT IN LIEU OF SPECIAL MEETING

OF BOARD OF DIRECTORS OF

ACV ENVIRONMENTAL SERVICES, INC.

The undersigned, being an authorized member of the Board of Directors of ACV ENVIRONMENTAL SERVICES, INC., a New York corporation (the "Corporation"), hereby approves and adopts the following actions:

RESOLVED, that Andrew Shackett, President and Chief Executive Officer of the Corporation and Donna Miller, Vice-President of the Corporation are hereby authorized to perform all actions, including the execution and delivery of bids and/or contracts, and other documents and agreements in the name and on behalf of the Corporation, deemed necessary and/or advisable by him/her in connection with the implementation and/or consummation of transactions with customers of the Corporation.

FURTHER RESOLVED, that facsimile or electronic signatures on these resolutions shall be deemed to constitute original signatures.

Dated: 5/19/2021

Ken Wunderlich Secy/Treas.

State of New Hampshire

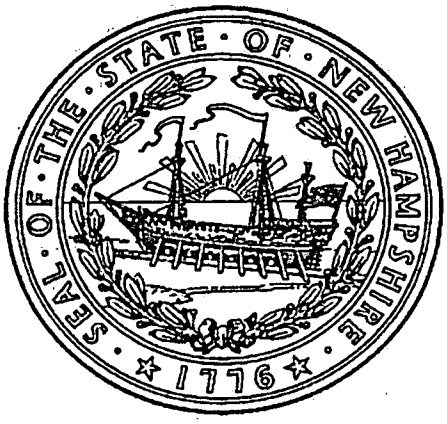
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that ACV ENVIRONMENTAL SERVICES, INC. is a New York Profit Corporation registered to transact business in New Hampshire on August 28, 1996. 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: **255428**

Certificate Number: **0005373456**



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 26th day of May A.D. 2021.

William M. Gardner
Secretary of State

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

11/1/2021

DATE (MM/DD/YYYY) 5/26/2021

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
LOCKTON COMPANIES
500 West Monroe, Suite 3400
CHICAGO IL 60661
(312) 669-6900

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Steadfast Insurance Company	26387
INSURER B : American Zurich Insurance Company	40142
INSURER C : Zurich American Insurance Company	16535
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
1446666
ACV Enviro Corporation
Clean Venture Inc/Cycle Chem, Inc
ACV Environmental Services, Inc. dba ACV
Enviro APV fka Allstate Power Vac, Inc.
Envirotech Consultants, LLC
~~1500 Rahway Avenue, Avenel NJ 07001~~

COVERAGES **CERTIFICATE NUMBER:** 17595475 **REVISION NUMBER:** XXXXXXX

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 WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	N	N	GPL 0160671-04	11/1/2020	11/1/2021	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 6,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
C	AUTOMOBILE LIABILITY	N	N	BAP 0160669-04	11/1/2020	11/1/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$ XXXXXXX
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ XXXXXXX
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
A	X UMBRELLA LIAB X OCCUR	N	N	SXS 0160706-04	11/1/2020	11/1/2021	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED RETENTION $							$ XXXXXXX
B C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		N	WC 2508992-02 (AOS)	11/1/2020	11/1/2021	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N	N/A		WC 6950257-02 (WI)	11/1/2020	11/1/2021	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A A	Env. Impairment E&O & Pollution Liability	N	N	EPC 0160703-04 GPL 0160671-04	11/1/2020 11/1/2020	11/1/2021 11/1/2021	$5M Each Occ/$10M Agg SEE ATTACHED FOR LIMITS OF INSURANCE	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: Contaminated Site Response and Cleanup

CERTIFICATE HOLDER

17595475
New Hampshire Dept. of Environmental Services
Oil Remediation & Compliance Bureau
PO Box 95
Concord NH 03302

CANCELLATION See Attachment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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2020-2021 Professional and Contracting Services Proposal

Policy Number: GPL 0160671-04			
Coverage	Each Occurrence Limit	Coverage Aggregate	Deductible
Professional Liability	$5,000,000	$10,000,000	$50,000
Transporters Auto Pollution Liability	$5,000,000	$10,000,000	$50,000
Remediation Legal Liability	$5,000,000	$10,000,000	$50,000
Contractor's Pollution Liability	$5,000,000	$10,000,000	$50,000

Policy Number: EPC 0160703-04			
Coverage	Each Pollution Condition Limit	Coverage Aggregate	Deductible
Pollution Legal Liability	$5,000,000	$10,000,000	$50,000
Non-Owned Disposal Site	$5,000,000	$10,000,000	$50,000
In-Bound and Out-Bound Contingent Transportation	$5,000,000	$10,000,000	$50,000
Transportation Liability	$5,000,000	$10,000,000	$50,000

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 Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive, P.O. Box 95, Concord, NH 03302	
1.3 Contractor Name NRC East Environmental Services, Inc.		1.4 Contractor Address 19 National Drive, Franklin, MA 02038	
1.5 Contractor Phone Number 800-899-4672	1.6 Account Number(s): 03-44-44-444010 -1400, 5392, and 8893 - 102-500731	1.7 Completion Date June 30, 2025	1.8 Price Limitation $647,500.00
1.9 Contracting Officer for State Agency Steven A. Croce, P.E.		1.10 State Agency Telephone Number 603-271-2229	
1.11 Contractor Signature Date: 6/1/2021		1.12 Name and Title of Contractor Signatory Kevin O'Neil, Senior Vice President	
1.13 State Agency Signature Date: 6/14/21		1.14 Name and Title of State Agency Signatory Robert R. Scott, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Director, On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: On: 6/14/2021			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials KO
Date 6/1/2021

2. 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 B 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 1.17, 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 1.13 ("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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

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

Contractor Initials KG
Date 6/1/2021

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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor Initials KO

Date 6/1/2021

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. 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.

17. 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.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

Contractor Initials KO
Date 6/1/2021

EXHIBIT A

Special Provisions

1. The Contractor shall maintain records of all work assignments in accordance with standard accounting practices and Department rules for technical reporting. Records shall be maintained for a period of seven (7) years following completion of a work assignment. The Contractor shall make all records available for audit and provide copies as required by the State. The records shall be retained in a manner that protects them from water, fire and vandalism. At the end of the retention period, the Contractor shall offer the records to the State. If the State declines to accept the records, the records become the property of the Contractor.

2. The State shall obtain necessary rights-of-way, land easements, building entry, dock access, and any other access agreement necessary to fulfill the requirements of this Contract. The Contractor shall not enter upon or cross over private property unless the State has secured access or entry by legal or emergency authorization.

3. The State reserves the right to terminate any Contractor who fails to meet the Performance Standards, is found brokering a work assignment to another Contractor, and/or to unqualified subcontractors. The NHDES shall limit the future assignment of work to Contractors that are found to be non-responsive and inefficient in their efforts to complete assignments that are under inspection by State officials.

Initials: LO
Date: 6/1/2021

EXHIBIT B

Scope of Work

1. The State has contracted separately with Clean Harbors Environmental Services Inc., NRC East Environmental Services Inc., and ACV Enviro Corporation. Each Contractor shall furnish all necessary labor, materials, goods, equipment, services and facilities to perform comprehensive contaminated site cleanup, spill response, planned remediation, spill prevention and other services at various locations as requested by the State.

2. All work shall be performed in accordance with the Department of Environmental Services ("Department") document titled; FY 2021 – FY 2025 Contaminated Site Response & Cleanup Contract Performance Standards ("Performance Standards"), incorporated herein by reference. The work includes the following response, remediation and prevention categories:

    1) On-Premise-Use Heating Oil Spills
    2) Planned Remediation at Contaminated Sites
    3) Removal of Underground and Aboveground Storage Tanks
    4) Motor Vehicle Accidents
    5) Containment, Transportation and Disposal of Unknown Wastes
    6) Solid Waste and Hazardous Material Incidents
    7) Recovery of Submerged Petroleum Powered Vehicles or Petroleum Containers
    8) Response to Oil Spills in Swift Water Environments
    9) Clandestine Drug Labs
    10) Incident Command System Operations, Terrorist Incidents, and Disaster Response

3. The State shall assign work to each Contractor in accordance with the protocol in the Performance Standards. The State makes no guarantee of a minimum or maximum amount of work assigned to each Contractor.

Initials: UC
Date: 6/1/2021

EXHIBIT C

Contract Price and Payment Method

1. The total amount of all payments to this Contractor for this contract shall not exceed Six Hundred Forty-Seven Thousand, Five Hundred dollars ($647,500). The breakdown of state funds is as follows:

NRC EAST Environmental Services Inc.					
ORG.	**FY 2022**	**FY 2023**	**FY 2024**	**FY 2025**	**TOTAL**
1400	$75,000	$75,000	$75,000	$75,000	$300,000
5392	$11,875	$11,875	$11,875	$11,875	$47,500
8893	$100,000	$100,000	$50,000	$50,000	$300,000
TOTALS:	**$186,875**	**$186,875**	**$136,875**	**$136,875**	**$647,500**

2. Payment for each work assignment shall be based upon the items, not-to-exceed unit prices and not-to-exceed labor rates provided in the Exhibit C-1: Price Schedule, agreed-to by the State and the Contractors. For any special items not included in the Price Schedule, the Contractor shall be paid the invoiced cost for the service or goods provided, as agreed-to in advance, by the State and the Contractor.

3. The Contractor may include percentage-based "markup" charges to cover handling costs, subcontractor administration and insurance for certain service categories at the not-to-exceed rates provided in the Price Schedule. Such charges shall not be used for profit, but shall be full compensation to the Contractor for handling costs, subcontractor administration, and insurance.

4. For the initial Contract year, the Department shall establish the items, unit prices, labor rates, rates for handling costs, subcontractor administration, and insurance provided in the Price Schedule. For subsequent years, and at its discretion, the Department may add new items to the Price Schedule and adjust the unit prices and rates in consideration of market conditions and with Contractor input. However, the total value of each contract shall not be increased without Governor and Council approval.

5. The Contractor shall submit payment requests in accordance with the Performance Standards. The Department shall review invoices for completeness and compliance with the contract terms and shall return invoices found to be incomplete or inaccurate, or mark-down prices. Payment for completed work shall be contingent upon Department approval of invoices based on verification of conformance with the contract terms.

Initials: KO
Date: 6/1/2021

EXHIBIT C-1: PRICE SCHEDULE
IR CONTRACT - CONTAMINATED SITE RESPONSE AND CLEANUP CONTRACT
Contract Period: July 2021 - June 2025

ITEM	CATEGORY	UNITS	Current Rate for 6/30/18 - 7/01/19 (1)	PROPOSED Unit Rates for 7/01/21
Item #	**Labor**			
L-1	Site Supervisor	Hour	**$96.60**	**$99.00**
L-2	Foreman	Hour	**$65.36**	**$70.00**
L-3	Technician	Hour	**$52.50**	**$55.00**
L-4	Field Chemist	Hour	**$73.03**	**$75.00**
L-5	Marine Laborer (4)	Hour	**$53.81**	**$57.00**
L-6	Boat Operator	Hour	**$59.30**	**$62.00**
L-7	Equipment Operator/ Truck Driver	Hour	**$57.86**	**$65.00**
L-8	Licensed Plumber	Hour	**Cost + 15%**	**Cost + 15%**
L-9	Licensed Electrician	Hour	**Cost + 15%**	**Cost + 15%**
L-10	Per Diem	Person/day	**$110.00**	**$150.00**
L-11	Overtime Premium (workday hours >10/day; & weekend hours)	Hour	**1.5 X Labor Rate**	**1.5 X Labor Rate**
L-12	Police Detail	Hour	**Cost + 10%**	**Cost + 10%**
Item #	**Health and Safety**			
HS-1	Level A PPE (7)	Day/person	**$222.00**	**$300.00**
HS-2	Level B PPE	Day/person	**$132.50**	**$175.00**
HS-3	Level C PPE	Day/person	**$75.00**	**$85.00**
HS-4	Level D - Supplemental PPE (8)	Day/person	**$25.00**	**$30.00**
Item #	**Vehicles**			
V-1	Automobiles, 2-wheel and 4-wheel drive	Mile	**IRS Rate**	**IRS Rate**
V-2	Pickup Truck	Half-Day	**$73.27**	**$90.00**
V-3	Work/Utility Truck (Non-Emergency)	Half-Day	**$133.26**	**$160.00**
Item #	**Vehicles & Trailers**			
VT-1	Fully equipped Emergency Response Trailer	Half-Day	**$141.83**	**$150.00**
VT-2	Fully equipped Emergency Response Van	Half-Day	**$149.93**	**$160.00**
VT-3	RackTruck	Half-Day	**$142.09**	**$175.00**

NRC East Environmental Services, Inc.

KO 6-1-21

ITEM	CATEGORY	UNITS	Current Rate for 6/30/18 - 7/01/19 (1)	PROPOSED Unit Rates for 7/01/21
VT-4	Transport Tankers, 3000 gallon minimum	Half-Day	**$181.01**	**$200.00**
VT-5	Dump Truck, diesel, 5-6 cyd	Half-Day	**$205.00**	**$215.00**
VT-6	Dump Truck ,diesel, 22-24 cydl	Half-Day	**$212.11**	**$230.00**
VT-7	Vacuum truck	Hour	**$73.27**	**$80.00**
VT-8	Vacuum truck - Stainless Steel	Hour	**$81.66**	**90.00**
VT-9	Box Truck	Half-Day	**$181.01**	**$190.00**
VT-10	Lowboy trailer with tractor	Hour	**$119.77**	**$125.00**
VT-11	Roll-Off/Frac Tank Trailer or Truck	Hour	**$73.27**	**$80.00**
VT-12	Flat Bed Trailers	Half-Day	**$107.12**	**$110.00**
VT-13	Bobcat attachments	Half-Day	**$150.12**	**$158.00**
Item #	**Excavating & Loading**			
EL-1	Backhoe Loader, 4WD	Half-Day	**$298.04**	**$310.00**
EL-2	Mini-Excavator, 10,000 lb, hydraulic	Half-Day	**$225.10**	**$235.00**
EL-3	Excavator - 40,000 lb, hydraulic	Half-Day	**$383.00**	**$400.00**
EL-4	Excavator - 60,000 lb, hydraulic	Half-Day	**$551.93**	**$580.00**
EL-5	Bobcat Loader- 1,500 lb, skidsteer WHEELED	Half-Day	**$179.91**	**$190.00**
EL-6	Loader - 3 cy bucket, 4WD, diesel	Half-Day	**$383.00**	**$400.00**
EL-7	Vactor Truck	Hour	**$120.39**	**$125.00**
EL-8	Vactor Hose, 6 in. diameter	Foot	**$2.82**	**$3.00**
EL-9	Pump Truck	Day	**Cost +15%**	**Cost +15%**
EL-10	Common Backfill	Ton	**Cost + 10%**	**Cost + 10%**
EL-11	Gravel/crushed stone	Ton	**Cost + 10%**	**Cost + 10%**
EL-12	Flowable Fill	Cubic Yard	**Cost + 10%**	**Cost + 10%**
EL-13	Loam	Cubic Yard or Ton	**Cost +10%**	**Cost + 10%**
EL-14	Grass seed	Pound	**Cost + 10%**	**Cost + 10%**
Item #	**Absorbents, Cleaning, & Containment (2)**			
ACC-1	6 mil poly roll 100'x20'	Each	**$98.44**	**120.00**
ACC-2	Containment boom, up to 18"	Foot	**$1.40**	**1.50**
ACC-3	Containment boom, up to 37"	Foot	**$1.66**	**1.75**
ACC-4	Sorbent pads, 15"x19"x3/16", 200 per bale	Bale	**$98.49**	**75.00**

NRC East Environmental Services, Inc.

RO 6-1-21

ITEM	CATEGORY	UNITS	Current Rate for 6/30/18 - 7/01/19 (1)	PROPOSED Unit Rates for 7/01/21
ACC-5	Sorbent boom 10'x5" diam., 4 per bale	Bale	**$196.98**	**100.00**
ACC-6	Speedi-dry, 50lb. bag	Bag	**$7.48**	**15.00**
ACC-7	Polyethylene bags, 38" x 60", 4 mill	Bag	**$1.07**	**1.25**
ACC-8	Degreaser - Biodegradable Surfactant	Gallon	**$56.70**	**25.00**
Item #	**Containers**			
C-1	Storage tank (1,000-2,500 gallon)	Half-Day	**$16.38**	**$20.00**
C-2	Storage tank (5,000-7,500 gallon)	Half-Day	**$16.38**	**$20.00**
C-3	Storage tank (Frac-20,000-gallon)	Half-Day	**$31.50**	**$32.00**
C-4	Roll-Off Container, 10 c.y.	Half-Day	**$9.64**	**$10.00**
C-5	Roll-Off Container, 20 c.y.	Half-Day	**$12.86**	**$15.00**
C-6	Roll-Off Container, 30 c.y.	Half-Day	**$13.91**	**$20.00**
C-7	Roll-Off Liner, all sizes	Each	**$68.51**	**$72.00**
C-8	Drums, 55 gallon Type 17E, closed head	Each	**$42.00**	**$50.00**
C-9	Drums - 55 gallon 17H, open head	Each	**$42.00**	**$55.00**
C-10	Drums, 25M, poly, 55 gallon	Each	**$71.40**	**$72.00**
C-11	Drums, 17E, poly, 30 gallon	Each	**$61.95**	**$62.00**
C-12	Drums, 17H, poly, 30 gallon	Each	**$85.05**	**$85.00**
C-13	1 CuYd Box	Each	**$110.25**	**$115.00**
C-14	Pails, poly, 5 gallon (Lab Pack)	Each	**$9.82**	**$10.00**
C-15	Overpack drums, 1A2/X427/S, 85 gallon, steel	Each	**$163.80**	**$170.00**
C-16	Overpack drums, 1H2/X340/S, 90 gallon, poly	Each	**$178.50**	**$200.00**
Item #	**Pumps**			
P-1	Drum vacuum pump	Half-Day	**$41.74**	**$50.00**
P-2	Pump, pneumatic diaphragm, 1.5 in. to 3 in. discharge	Half-Day	**$52.45**	**$60.00**
P-3	Pump, electric centrifugal, 1.5 in. to 3 in. discharge	Half-Day	**$42.84**	**$45.00**
P-4	Pump, trash, 2 in. to 4 in. discharge	Half-Day	**$109.20**	**$115.00**
Item #	**Tools & Equipment (2)**			

NRC East Environmental Services, Inc.

6-1-21

ITEM	CATEGORY	UNITS	Current Rate for 6/30/18 - 7/01/19 (1)	PROPOSED Unit Rates for 7/01/21
TE-1	Transit or level, tripod, rod, and tape	Half-Day	**$43.89**	**$45.00**
TE-2	Blower/exhaust fan, explosion proof 5,000 CFM	Half-Day	**$35.28**	**$40.00**
TE-3	Blower/exhaust fan, explosion proof 5,000 CFM	Week	**$163.80**	**$175.00**
TE-4	Blower/exhaust fan, explosion proof 1,570 CFM	Half-Day	**$17.14**	**$20.00**
TE-5	Blower/exhaust fan, explosion proof 1,570 CFM	Week	**$98.49**	**$110.00**
TE-6	Charcoal Scrubber Treatment	Week	**Cost + 15%**	**Cost + 15%**
TE-7	Compactor - walk behind 20 x 28" vibrating plate type	Half-Day	**$59.96**	**$65.00**
TE-8	Compactor – double drum type	Half-Day	**$119.91**	**$125.00**
TE-9	Air Compressor 125/175 psi	Half-Day	**$71.72**	**$75.00**
TE-10	Concrete Saw with blade	Day	**$246.28**	**$255.00**
TE-11	Concrete Saw Blade	Each	**Cost + 10%**	**Cost + 10%**
TE-12	Concrete corer - 6" to 8" diameter	Half-Day	**$87.78**	**$92.00**
TE-13	Generator, up to 5000 watt	Half-Day	**$69.56**	**$72.00**
TE-14	Jackhammer with bit and hose	Half-Day	**$47.04**	**$50.00**
TE-15	Skimmer - Duckbill, Slurp, Swiss	Half-Day	**$33.18**	**$35.00**
TE-16	Water Blaster – up to 3,000 psi	Half-Day	**$54.60**	**$57.00**
TE-17	Steam Cleaner – 800 psi	Half-Day	**$65.31**	**$70.00**
TE-18	Reciprocating saw, electric or pneumatic w/ blades	Half-Day	**$33.18**	**$35.00**
TE-19	Light tower w/generator	Half-Day	**$119.91**	**$125.00**
TE-20	Portable floodlight	Half-Day	**$29.93**	**$32.00**
TE-21	Chain Saw, gas or electric, all sizes	Half-Day	**$35.28**	**$36.00**
TE-22	Rotary percussion drill, electric or pneumatic, 1/2" to 3/4"	Half-Day	**$35.28**	**$45.00**
TE-23	All other powered hand tools	Half-Day	**$21.42**	**$25.00**
TE-24	Traffic Signs Package	Incident	**$107.10**	**$115.00**
TE-25	Heat Blanket	Day	**$26.78**	**$28.00**
TE-26	Glycol Heater	Day	**$682.50**	**$725.00**
TE-27	HEPA Vacuum, wet/dry	Half-Day	**$47.25**	**$50.00**
TE-28	Mercury Vacuum	Half-Day	**$78.75**	**$85.00**

NRC East Environmental Services, Inc.

KO 6-1-21

ITEM	CATEGORY	UNITS	Current Rate for 6/30/18 - 7/01/19 (1)	PROPOSED Unit Rates for 7/01/21
TE-29	Duct Tape	Roll	**$8.00**	**$12.00**
Item #	**Marine**			
M-1	Row Boat (Emerg.Trailer/Van) w/ motor	Day	**$75.00**	**$100.00**
M-2	Work Boat, up to 16 foot	Day	**$500.00**	**$500.00**
M-3	Work/Tow Boat, 17 to 26 foot	Day	**$770.00**	**$770.00**
M-4	Boom Boat, 23 to 35 foot	Day	**$1,200.00**	**$1,200.00**
M-5	Response/Tow Boat, >24 feet	Day	**$1,350.00**	**$1,350.00**
Item #	**Disposal & Treatment**			
DT-1a **(5)**	Bulk Liquid Disposal (gasoline/water), FP ≤ 140° F, < 1000 gal.	Gallon	**$1.86**	**1.90**
DT-1b **(5)**	Bulk Liquid Disposal (gasoline/water), FP > 140° F	Gallon	**$0.82**	**0.85**
DT-1c **(6)**	Bulk Liquid Disposal (gasoline/water), FP > 140° F for incineration	Gallon	**$2.60**	**2.60**
DT-2 **(5)**	Bulk Liquid Disposal (fuel oil/water)	Gallon	**$0.52**	**0.60**
DT-3	Bulk Liquid Disposal (Heavy Oil/water)	Gallon	**$0.71**	**0.75**
DT-4	Mixed Liquid Disposal (gasoline/water)	Drum	**$266.18**	**275.00**
DT-5	Gasoline-Contaminated Debris In Drums (Hazardous)	Drum	**$250.82**	**275.00**
DT-6	Oil-Contaminated Debris In Drums (Non-Hazardous)	Drum	**$100.33**	**125.00**
DT-7	Mixed Liquid Disposal (fuel oil/water)	Drum	**$131.04**	**140.00**
DT-8	Oily Debris Disposal In Bags	Bag	**$31.74**	**32.00**
DT-9	Bulk Oily Debris Disposal	Ton	**Cost + 15%**	**Cost + 15%**
DT-10	VPC Soil - Thermal Treatment or Landfill Disposal < 50 tons	Ton	**Cost + 15%**	**Cost + 15%**
DT-11	VPC Soil - Thermal Treatment or Landfill Disposal > 50 tons	Ton	**Minimum 2 Quotes required**	**Minimum 2 Quotes required**
DT-12	VPC Soil - Off-Spec Load Expense **(9)**	Load	**Cost + 15%**	**Cost + 15%**
DT-13	VPC Soil (small quantities in drums) **(3)**	Drum	**$100.33**	**125.00**
DT-14	Transport of VPC Soil	Ton	**Cost + 15%**	**Cost + 15%**

NRC East Environmental Services, Inc.

KO 01-21

ITEM	CATEGORY	UNITS	Current Rate for 6/30/18 - 7/01/19 (1)	PROPOSED Unit Rates for 7/01/21
DT-15	Other Petroleum wastes	T-packs	**Minimum 2 Quotes required**	**Minimum 2 Quotes required**
DT-16	Bulk Liquid Disposal (hazardous waste)	Gallon	**Minimum 2 Quotes required**	**Minimum 2 Quotes required**
DT-17	Other Hazardous waste	T-packs	**Minimum 2 Quotes required**	**Minimum 2 Quotes required**
DT-18	E-Manifest Service	Event	--	**$25.00**
Item #	**Hazardous/Petroleum Storage Tank Removals**			
TANK-1	Tank closure, materials disposal and site restoration	By Quote	**Project-specific Quote Required**	**Project-specific Quote Required**
Item #	**Meters – Detectors**			
MD-1	Photoionization detector (PID)	Day	**$80**	**100.00**
MD-2	Flameionization detector (FID)	Day	**$103.50**	**110.00**
MD-3	Water level meter	Day	**$17.25**	**18.00**
MD-4	Oil/Water Interface probe	Day	**$28.75**	**30.00**
MD-5	Metal detector	Day	**$17.25**	**20.00**
MD-6	Multi-Gas Meter (VOCs, LEL, O_2)	Day	**$108.10**	**120.00**
MD-7	Drager/Synsidyne (plus tubes)	Day	**$30 + tubes (Cost + 15%)**	**$30 + tubes (Cost + 15%)**
MD-8	Mercury Vapor Analyzer (Jerome Meter)	Day	**$125.00**	**125.00**
MD-9	Unknown Hazardous Waste Field ID Kit	Day	**$172.50**	**175.00**
MD-10	Unknown Compressed Gas Field ID Kit	Day	**$172.50**	**175.00**
Item #	**Sampling Equipment and Supplies**			
S-1	Disposable bailers	Each	**$13.80**	**13.00**
S-2	Encore™ sample container for use with sampling Method 5035	Each	**$9.20**	**10.00**
S-3	Field Supplies	Day	**$28.75**	**30.00**
S-4	Groundwater sampling filter	Each	**$23.00**	**24.00**
S-5	Groundwater sampling pump	Day	**$46.00**	**46.00**
Item #	**Laboratory Analysis**			
LA-1	Various methodologies as appropriate, including 24-hour turnaround if requested by DES	Each	**DES-Approved Rate + 15%**	**DES-Approved Rate + 15%**

NRC East Environmental Services Inc.

KO 6-1-21

ITEM	CATEGORY	UNITS	Current Rate for 6/30/18 - 7/01/19 (1)	PROPOSED Unit Rates for 7/01/21
Item #	**Subcontractor Markup, Fuel Cost Adjustment & Other Multipliers**			
CS-1	Subcontract services per Section O, Specifications.	Cost + 15%	**Cost + 15%**	**Cost + 15%**
CS-2	Materials, supplies and rentals, not a listed item and no subcontract	Cost + 10%	**Cost + 10%**	**Cost + 10%**

NOTES:

(1) Prices will be evaluated and adjusted annually on or about July 1st, in consideration of CPI and other indexes.

(2) DES shall determine whether to pay the purchase price or the use/rental cost for an item used on any assignment.

(3) Assumes that any large quantity of soil will be disposed as bulk wastes, 5 drums or less is considered small quantity since 5 drums cost $490 versus a minimum load 10 tons at $43.per ton plus administrative costs.

(4) The Marine Laborer hourly rate will be applied to IR Service personnel that are used for boom deployment excerises, DES boat orientation, and joint-agency spill exercises.

(5) Assumes mixtures are recycled and reused.

(6) Assumes mixtures are incinerated including tanker rinse waters.

(7) The listed rate is for reusable suits with decontamination and examination/testing by a safety professional. When extensive contamination is expected may concider using disposable suits and with compensatation for additional cost.

(8) Supplemental Level D PPE based on site conditions that warrant additional worker protection. Standard Level D worker protection is built into existing labor rates.

(9) Surcharges for off-spec loads are approved by DES on an individual case basis and include supplemental charges for high moisture content, minimum loads (<5 tons) and high organics content that are billed per project, and not on a per ton basis.

NRC

US ecology

BOARD OF DIRECTORS
CORPORATE CONSENT

By written consent of the Board of Directors of NRC East Environmental Services Inc., made on August 18, 2020, Kevin O'Neil, Senior Vice President of this organization, is authorized to execute contracts in the name and behalf of said organization, and affix its corporate seal thereto; and such execution of any contract or obligation in this organization's name on its behalf by such Senior Vice President under the seal of the organization shall be valid and binding upon this organization.

I hereby certify that I am the Secretary of NRC East Environmental Services Inc. and that Kevin O'Neil is a Senior Vice President of said organization, and that the above vote has not been amended or rescinded and remains in full force and effect as of this date.

Signature

Jonathan Selden, Secretary & Corporate Counsel
Type Name / Title

April 20, 2021
Date

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 NRC EAST ENVIRONMENTAL SERVICES, INC. is a Massachusetts Profit Corporation registered to transact business in New Hampshire on April 30, 2001. 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; and the attached is a true copy of the list of documents on file in this office.

Business ID: **375058**

Certificate Number: **0005353113**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 20th day of April A.D. 2021.

William M. Gardner
Secretary of State

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/30/2021

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
Willis Towers Watson Insurance Services West, Inc.
c/o 26 Century Blvd
P.O. Box 305191
Nashville, TN 372305191 USA

CONTACT NAME: Willis Towers Watson Certificate Center
PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378
E-MAIL ADDRESS: certificates@willis.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Zurich American Insurance Company	16535
INSURER B: American Guarantee and Liability Insurance	26247
INSURER C: Interstate Fire & Casualty Company	22829
INSURER D: Aspen Specialty Insurance Company	10717
INSURER E:	
INSURER F:	

INSURED
NRC East Environmental Services, Inc.
114 Bridge Road
Salisbury, MA 01952

COVERAGES

CERTIFICATE NUMBER: W20852065 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 WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X $250,000 SIR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY X PRO-JECT LOC OTHER:	Y	Y	GLO 4525419-00	05/01/2021	05/01/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 500,000 $ 25,000 $ 2,000,000 $ 4,000,000 $ 4,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY X MCS-90 Included SCHEDULED AUTOS X NON-OWNED AUTOS ONLY	Y	Y	BAP 4525418-00	05/01/2021	05/01/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $ $
B	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $	Y	Y	SXS 4179946-00	05/01/2021	05/01/2022	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N No If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WC 4525417-00	04/30/2021	05/01/2022	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Excess Liability - Auto Buffer			USZ00030320	05/01/2021	08/01/2023	Each Occurrence Over Auto Only	$3,000,000

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

Certificate Holder is included as an Additional Insured as respects to General Liability, Auto Liability, Excess Liability, Contractors Pollution Liability and Professional Liability as per written contract.

General Liability, Auto Liability, Excess Liability, Contractors Pollution Liability and Professional Liability policies shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by

SEE ATTACHED

CERTIFICATE HOLDER

State of NH
Department of Environmental Protection
6 Hazen Drive
PO Box 95
Concord, NH 033020095

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Additional Named Insured Listing

US ECOLOGY, INC.
EQ PARENT COMPANY, INC.
EQ HOLDINGS, INC.
US ECOLOGY LIVONIA, INC. (Formerly EQ The Environmental Quality Company)
MICHIGAN DISPOSAL, INC.
WAYNE DISPOSAL, INC.
US ECOLOGY ROMULUS, INC. (EQ Resource Recovery, Inc.)
EQ INDUSTRIAL SERVICES, INC.
EQ INDUSTRIAL SERVICES, INC. (Detroit Service Center)
EQ INDUSTRIAL SERVICES, INC. (Atlanta)
EQ INDUSTRIAL SERVICES, INC. (Indianapolis)
EQ INDUSTRIAL SERVICES, INC. (Ohio)
EQ NORTHEAST, INC.
EQ DETROIT, INC.
EQ DETROIT, INC. (Transfer & Processing)
US ECOLOGY TAMPA, INC. (Formerly EQ Florida Inc.)
EQ MOBILE RECYCLING, INC.
ENVIRITE OF OHIO, INC. (DBA - EQ Ohio)
EQ METALS RECOVERY LLC
ENVIRITE OF ILLINOIS, INC. (DBA - EQ Illinois)
ENVIRITE OF PENNSYLVANIA, INC. (DBA - EQ Pennsylvania)
US ECOLOGY TULSA, INC. (Formerly EQ Oklahoma, Inc.)
ENVIRITE TRANSPORTATION LLC
RTF ROMULUS LLC
US ECOLOGY SULLIGENT, INC. (Formerly known as EQ Alabama, Inc.)
US ECOLOGY TAYLOR, INC. (Formerly Vac-All Services, Inc.)
US ECOLOGY MICHIGAN, INC. (Formerly Dynelcol)
US ECOLOGY VERNON, INC.
US ECOLOGY HOUSTON, INC.
US ECOLOGY TRANSPORTATION SOLUTIONS, INC.
US ECOLOGY IDAHO, INC.
US ECOLOGY NEVADA, INC.
US ECOLOGY TEXAS, INC.
US ECOLOGY WASHINGTON, INC.
US ECOLOGY ILLINOIS, INC.
US ECOLOGY WINNIE, LLC
US ECOLOGY HOLDINGS, INC.
US Ecology Thermal Services, Inc

NRC Group Holdings Corp
NRC Group Holdings, LLC
Specialized Response Solutions, L.P.
OSRV Holdings, Inc.
NRC NY Environmental Services, Inc.
NRC Payroll Management LLC
NRC Environmental Services Inc
NRC Alaska LLC
National Response Corporation of Puerto Rico
National Response Corporation
NRC Intermediate Int. Holding Company LLC
TMC Services, Inc. dba TMC Environmental TMC Services, Inc.
Plum Island, LLC
NRC East Environmental Services, Inc.
ENPRO Services of Vermont, Inc.
NRC Environmental of Maine, Inc.
DAC, LLC
DAC III, LLC
DAC II, LLC
BRUDAC, LLC
ENPRO Holdings Group, Inc.
Progressive Environmental Services, Inc.
Progressive Environmental Services, Inc. dba SWS Environmental Services
Progressive Environmental Services, Inc. dba Eagle SWS
Southern Waste Services, Inc. dba SWS First Response
Eagle Construction and Environmental Services, LLC
US Ecology Energy Waste Disposal Services, LLC
US Ecology Karnes County Disposal, LLC
Quail Run Services, LLC
NRC Gulf Environmental Services, Inc.

UMB ONLY SITS OVER FOREIGN for:

CANADA: USE Canada Holdings, Inc.
CANADA: US Ecology Stablex Holdings, Inc.
CANADA: E.S.I. (Environmental Services Inc)
CANADA: W.I.S.E. Environmental Solutions, Inc.
ANGOLA: National Response Corporation (Angola) Lda
GEORGIA: NRC International Services Ltd
MEXICO: NATIONAL RESPONSE CORPORATION MEXICO NRC, S. DE R.L. DE C.V EQ de Mexico, Inc.
TURKEY: NRC Environmental Protection Waste Management & Remediation Services AS
UAE: National Response Corporation (NRC) Environmental Services UAE LLC
UK: NRC Environmental Services (UK) Limited NRC WWS (UK) Limited

Attachment A

Summary Ranking of Firms Responding to Request for Qualifications

Firm	Total Score	Rank
NRC East Environmental Services	953	1
Clean Harbors Environmental Services	881	2
ACV Enviro Corp.	730	3
Absolute Spill Response	630	4

Scoring of Firms Responding to Request for Qualifications

Criteria	Weighted Scores			
	NRC EAST	Clean Harbors	ACV Enviro Corp	ABSOLUTE SPILL RESPONSE
Evaluator No.1	962	868	843	672
Evaluator No.2	944	867	656	604
Evaluator No.3	954	877	690	614
Averaged Totals:	953	881	730	630

NHDES Selection Committee

Committee Members	Class Title	Years Experience
Steven A. Croce, P.E.	Civil Engineer V	45+
Robert Bishop	Administrator IV	30+
Gardner Warr	Administrator III	25+

Attachment B

Funding Encumbrances for Each IR Contractor

Clean Harbors Environmental

ACCOUNT	FY 2022	FY 2023	FY 2024	FY 2025	Total
1400	$75,000	$75,000	$75,000	$75,000	$300,000
5392	$11,875	$11,875	$11,875	$11,875	$47,500
8893	$100,000	$100,000	$50,000	$50,000	$300,000
7603	$22,000	$0	$0	$0	$22,000
Totals:	**$208,875**	**$186,875**	**$136,875**	**$136,875**	**$669,500**

NRC East Environmental

ACCOUNT	FY 2022	FY 2023	FY 2024	FY 2025	Total
1400	$75,000	$75,000	$75,000	$75,000	$300,000
5392	$11,875	$11,875	$11,875	$11,875	$47,500
8893	$100,000	$100,000	$50,000	$50,000	$300,000
Totals:	**$186,875**	**$186,875**	**$136,875**	**$136,875**	**$647,500**

ACV Environmental

ACCOUNT	FY 2022	FY 2023	FY 2024	FY 2025	Total
1400	$75,000	$75,000	$75,000	$75,000	$300,000
5392	$11,875	$11,875	$11,875	$11,875	$47,500
8893	$100,000	$100,000	$25,000	$25,000	$250,000
Totals:	**$186,875**	**$186,875**	**$111,875**	**$111,875**	**$597,500**