The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner

November 6, 2023

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

REQUESTED ACTION

Authorize the Department of Environmental Services (NHDES) to enter into a contract with Cushing & Sons, Inc. (VC #174162-R001) of Surry, NH, for a not to exceed contract value of $27,238.00 to install two (2) bedrock groundwater level monitoring wells located in Alton and Keene, effective upon Governor & Council approval through May 15, 2024. 100% Federal Funds.

Funding is available in the account listed below:

	FY 2024
03-44-440010-40360000-102-500731	$27,238.00

Dept. Environmental Services, Geomorphic Grant, Contracts for Program Services

EXPLANATION

The purpose of the requested action is to provide NHDES with professional well drilling services to install two new bedrock monitoring wells in the New Hampshire Groundwater Level Monitoring Network. The New Hampshire Geological Survey (NHGS), a unit of NHDES, received federal grant funds from the US Geological Survey (USGS) to support this well installation project. This use of professional well drilling services and installation projects are necessary to allow NHDES to maintain the long-term integrity of the statewide Groundwater Level Monitoring Network, which provides valuable data on statewide groundwater levels and informs water resource decision making, particularly during times of drought.

In August 2023, NHDES issued a Request for Bids (RFB) from firms that provide professionally licensed well drilling services. The selection process summarized here is further detailed in Attachment A. NHDES received responses to the RFB from one firm. The RFB included a contractor's bid schedule, with a quantity assigned to each task item for the bidder to provide unit rates to each task category. To enable proper comparison of bids, a sample project with hypothetical tasks with work to be conducted under the contract was provided. NHDES reviewed the response to the bid request and has deemed the unit rates provided by Cushing & Sons, Inc. to be fair and reasonable.

ORIGINAL

The amount of funding in this contract is a not-to-exceed amount of $27,238. The contract has been approved by the Office of the Attorney General as to form, execution, and content.

We respectfully request your approval.

Susan Carlson, COO
for Robert R. Scott, Commissioner

ATTACHMENT A
Procurement Process

The procurement process for this Agreement was conducted in accordance with the NH Code of Administrative Rules, CHAPTER Adm 600, PART Adm 606(c). In August 2023, NHDES advertised on the Department of Administrative Services website a Request for Bids (RFB) from licensed drilling contractors for the installation of two (2) bedrock monitoring wells to be installed in Keene and Alton, New Hampshire.

NHDES provided detailed specifications in the Invitation to Bid document for installation of the bedrock monitoring wells and instructions for submission of bids on the DAS website, and included Exhibits A, B, and C describing the scope of work and method of payment. Attachment 1 of the RFB was a spreadsheet with an example scope of work and quantities assigned for each item, with a request for the bidder to assign unit rates to the specified categories. Attachment 2 of the RFB was the P-37 Standard Contract Form. Attachment 3 of the RFB were maps and images of the two sites for bedrock monitoring well installation.

The following firm responded to the RFB:

- Cushing and Sons, Inc. of Surry, NH

NHDES verified that the firm that responded to the RFB is a drilling contractor holding a current license issued by the New Hampshire Water Well Board and is in good standing. The qualified firm provided unit rates for the item categories in the bid spreadsheet to NHDES. To enable proper comparison of any bids received, a sample project with hypothetical tasks for work to be conducted under the agreements was provided in this manner. The bid was opened and read aloud on August 22, 2023 in the lobby of 29 Hazen Drive. The computed total bid was determined by summing the unit rates and quantities specified in the example scope of work for all bid items, as summarized in the following table:

Drilling Contractor	Total Bid Amount
Cushing and Sons, Inc.	$27,238.00

Cushing and Sons, Inc. provided the only bid. NHDES reviewed the response to the bid request and has deemed the unit rates provided by Cushing and Sons, Inc. to be fair and reasonable. NHDES negotiated a scope of services and timeframe for providing the drilling services specified in the Invitation to Bid documents and 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, New Hampshire Geological Survey		1.2 State Agency Address 29 Hazen Drive, PO Box 95 Concord, NH 03302-0095	
1.3 Contractor Name Cushing & Sons, Inc.		1.4 Contractor Address 631 Route 12 Surry, NH 03431	
1.5 Contractor Phone Number 603-352-8866	1.6 Account Unit and Class 03-44-440010-4036-102-500731	1.7 Completion Date 5/15/2024	1.8 Price Limitation $27,238.00
1.9 Contracting Officer for State Agency Michael W. Howley		1.10 State Agency Telephone Number 603-271-7332	
1.11 Contractor Signature Date: 10/13/23		1.12 Name and Title of Contractor Signatory BART C. CUSHING, President	
1.13 State Agency Signature Susan Carlson, COO Date: 11/8/23		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: 11/15/2023	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials BC
Date 10/13/23

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, 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.

3.3 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. 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 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, 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 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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 and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. 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 age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. 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 this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

Contractor Initials BLC
Date 10/13/23

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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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.

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) calendar 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) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, 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 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure 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 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, 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.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 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. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. 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 State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

Contractor Initials BLC
Date 10/13/23

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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. 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 any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. 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.

23. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. 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.

26. 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 BCC
Date 10/13/23

EXHIBIT A

SPECIAL PROVISIONS

NHGS Groundwater Level Monitoring Network
2023 Bedrock Well Installation Project

The following provisions are ADDED to those listed in the State of New Hampshire Agreement Form P-37.

27. VOLUME OF WORK. The DEPARTMENT reserves the right to reduce the volume of services requested of the CONTRACTOR. Therefore, the DEPARTMENT does not guarantee that the CONTRACTOR will be requested to provide BEDROCK WELL INSTALLATION equivalent to that stipulated in this contract.

Contractor Initials BLC
Date 9/28/23

EXHIBIT B

SCOPE OF SERVICES

NHGS Groundwater Level Monitoring Network
2023 Bedrock Well Installation Project

1. LOCATION AND DESCRIPTION OF PROJECT

The types of services required under this AGREEMENT shall be BEDROCK WELL INSTALLATION, as defined herein, which the DEPARTMENT may require until the completion date of this AGREEMENT. The work sites for this project are located in Keene and Alton, New Hampshire.

2. SUPPLEMENTARY DEFINITIONS

In addition to terms defined elsewhere in this AGREEMENT, the following definition shall be applicable:

2.1 GEOLOGIST

An employee or designated representative of the DEPARTMENT, responsible for observation of work performed by the CONTRACTOR and for communication with CONTRACTOR concerning the DEPARTMENT's project objectives and requirements. The term GEOLOGIST includes without limitation geologists, hydrogeologists, geomorphologists, and other environmental scientists.

2.2 BEDROCK WELL INSTALLATION

The term BEDROCK WELL INSTALLATION shall include well drilling operations to be performed by CONTRACTOR with drilling equipment for the purpose of construction of a bedrock well. Drilling operations shall be performed using air rotary boring techniques for the bedrock portions of the wells and water or mud rotary boring techniques for the overburden portions of the wells. Permanent steel casing shall be installed a minimum of 10 feet into competent bedrock and cement grouted in place. The cement grout shall be left to cure overnight before any bedrock drilling operations are initiated. BEDROCK WELL INTALLATION shall be conducted in accordance with the New Hampshire Water Well Board Code of Administrative Rules, Chapters 100 – through 1000.

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2.3 DEPARTMENT

The term DEPARTMENT shall refer to the New Hampshire Geological Survey, a unit within the Office of the Commissioner, New Hampshire Department of Environmental Services. The DEPARTMENT is the primary entity responsible for the management of this AGREEMENT.

3. SCOPE OF WORK

All work conducted under this work scope shall be conducted in conformance with the New Hampshire Water Well Board's Code of Administrative Rules, We 100-1000, by a drilling contractor holding a current license issued by the New Hampshire Water Well Board.

3.1 BEDROCK WELL INSTALLATION To Be Provided

The work to be performed under the terms of this AGREEMENT shall be BEDROCK WELL INSTALLATION, as defined under Paragraph 2.2 of this AGREEMENT, to be conducted in two (2) locations, identified as Keene and Alton, NH. The locations of the BEDROCK WELL INSTALLATION(s) are shown in **Attachment 3 – Drill Site Information**, attached to this AGREEMENT.

3.2 Purpose and Cooperation

The purpose of the BEDROCK WELL INSTALLATION is to install new bedrock water wells which will be primarily used to collect groundwater level data. The CONTRACTOR will be overseen by a DEPARTMENT GEOLOGIST and mutually convenient date will be agreed to prior to prosecution of the work plan.

3.3 Equipment and materials to be furnished by the CONTRACTOR

This AGREEMENT requires BEDROCK WELL INSTALLATION to be conducted such that the contract deliverables meet technical specifications as to content and format. The CONTRACTOR shall have the capability of furnishing, when directed, one working drill rig with accessory equipment and equipment operators on the site. Drilling shall be conducted in accordance with New Hampshire Water Well Board's Code of Administrative Rules, We 100-1000.

In the performance of all BEDROCK WELL INSTALLATION, under no circumstances will the CONTRACTOR sublet more than 25% of the total work under this AGREEMENT. Specific phases of the work may be sublet in their entirety provided the CONTRACTOR performs at least 75% of the total work under this AGREEMENT with its own forces.

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This AGREEMENT requires BEDROCK WELL INSTALLATION to be made utilizing specific materials, equipment, and preparatory products. Definitions of the categories of equipment and preparatory products that are required to be provided by the CONTRACTOR are provided in paragraphs 4 of this AGREEMENT.

3.3.1 Drilling Rig to Be Furnished by the CONTRACTOR

This AGREEMENT requires BEDROCK WELL INSTALLATION to be conducted such that the contract deliverables meet technical specifications as to content and format. Definitions of the drilling rig to be provided by the CONTRACTOR are listed below.

The CONTRACTOR shall have the capability of furnishing, when directed, one working water well drilling rig with pumps, compressors, and all other accessory equipment and equipment operators on the site at all times for the duration of the work. If the drill rig breaks down or becomes damaged so it is unusable, it shall be replaced with a working drill rig without compensation.

3.4 Equipment Condition

All equipment required to be provided by the CONTRACTOR shall be properly maintained and in sound condition that is suitable for drilling. The GEOLOGIST may reject any equipment that does not, in their judgment, meet these conditions, and the CONTRACTOR will replace the rejected equipment without additional compensation.

3.5 Personnel

The CONTRACTOR shall furnish only qualified personnel for all phases of the project covered by this AGREEMENT. During any drilling operations, the CONTRACTOR shall also keep at the site of work, a competent drilling foreman and all necessary assistants. The drilling foreman shall represent the CONTRACTOR, and all directions given by the GEOLOGIST to the foreman shall be binding as if given to the CONTRACTOR directly.

3.6 Landowner Contacts

The CONTRACTOR shall not notify or contact site landowners without obtaining prior written approval from the DEPARTMENT. As described under Paragraph 4.2, the DEPARTMENT, or its designee, shall be responsible for landowner contacts for site landowner granting of access for the completion of project work covered under this AGREEMENT.

3.7 Pre-Job Meeting

Upon issuance of a Notice to Proceed by the DEPARTMENT to the CONTRACTOR under Paragraph 5.2, the CONTRACTOR shall provide a representative to meet with representatives

Contractor Initials BC
Date 4/28/23

from the DEPARTMENT to discuss the proposed BEDROCK WELL INSTALLATION. The Pre-Job Meeting will occur a minimum of 10 business days prior to initiation of BEDROCK WELL INSTALLATION virtually using Microsoft Teams. The purpose of the Pre-Job Meeting will be to discuss the proposed scope of work, site and landowner access, and all other issues relating to the performance of the BEDROCK WELL INSTALLATION. The DEPARTMENT will schedule and coordinate the Pre-Job Meeting.

3.8 Professional Conduct

CONTRACTOR shall perform the work under this AGREEMENT in a professional and cooperative manner. The GEOLOGIST may disqualify CONTRACTOR's personnel from work if, in his or her judgment, these conditions are not met. CONTRACTOR shall not be compensated separately for replacement of personnel rejected by the GEOLOGIST or for standby time resulting from the CONTRACTOR's failure to meet these conditions.

3.9 Insurance and Other Certificates

The CONTRACTOR shall provide to the DEPARTMENT certificate(s) of insurance for Commercial Liability insurance and proof of Workers' Compensation in accordance with and in the amounts specified in the State of New Hampshire Agreement Form P-37, sections 14 and 15. The CONTRACTOR shall also submit a notarized Certificate of Authority indicating that the person who will execute the contract is authorized to enter into such agreements on behalf of the company, and a current Certificate of Good Standing from the New Hampshire Secretary of State.

3.10 Excavation Permit

The CONTRACTOR shall complete a NH Department of Transportation (NH DOT) Excavation Permit application for each BEDROCK WELL INSTALLATION on the NH DOT owned properties in Keene and Alton, NH. No bond will be required from the CONTRACTOR for completion of the Excavation Permit applications.

4. MATERIAL FURNISHED BY THE DEPARTMENT

The DEPARTMENT will provide the following items to the CONTRACTOR.

4.1 Project Plans

The DEPARTMENT will provide the CONTRACTOR with a well drilling location. The general well location is provided in Attachment 3 – Drill Site Information. Additional ancillary data that, in the judgment of the CONTRACTOR, may provide additional benefit for the successful

Contractor Initials BLC
Date 9/28/23

completion of the work under this AGREEMENT, may be requested from the DEPARTMENT by the CONTRACTOR.

4.2 Landowner Contacts for Property Access

The DEPARTMENT, or its designee, will be responsible for communicating with owners of properties that are to be affected by the work stipulated under this AGREEMENT for the purposes of BEDROCK WELL INSTALLATION. Upon request by the CONTRACTOR, documentation by the DEPARTMENT relative to communication with landowners concerning property access, will be provided.

5. WORK SCHEDULES AND PROGRESS REPORTS

5.1 Assignment Start Date

The CONTRACTOR shall begin work on the start date specified in the Notice to Proceed, or on a later date that is mutually agreed upon by the CONTRACTOR and the GEOLOGIST. Once given Notice to Proceed, the CONTRACTOR shall work continuously to complete the project without delays.

5.2 Notice to Proceed

The DEPARTMENT will issue a Notice to Proceed, notifying the CONTRACTOR to begin work on the project under this AGREEMENT. The Notice to Proceed will include a maximum dollar cost for the work that will not be exceeded by the CONTRACTOR. The Notice to Proceed will also include dates, set in consultation with the CONTRACTOR, for starting and completing work on the project under this AGREEMENT.

5.3 Utility Clearance

New Hampshire State Law, RSA 374:48-56, requires that anyone who excavates in a public way or utility easement must notify the utility damage prevention system, DIG-SAFE, at least 72 hours prior to starting work.

The CONTRACTOR shall be responsible to notify the DIG-SAFE Call Center, Tel. No. 1-888-DIGSAFE (1-888-344-7233), at least 72 hours in advance of starting any excavation or erecting permanent construction signing. Saturdays, Sundays and legal holidays are not to be included in the computation of the required 72-hour notice.

The GEOLOGIST will mark the proposed locations of the BEDROCK WELL INSTALLATION with a wooden stake prior to issuing a Notice to Proceed.

5.4 Erosion Control and Water Quality Management

A Storm Water Pollution Prevention Plan will not be required for this project. However, appropriate pollution preventative measures and "Best Management Practices (BMP)" as outlined within the New Hampshire Stormwater Manual Vol. 3 - Erosion Control and Sediment Controls During Construction (December 2008), available on-line at the New Hampshire Department of Environmental Services website, shall be employed by the Contractor to assure that any detrimental impacts are minimized to the extent practicable.

Amend BMP's as necessary to provide for continued erosion and sediment control through the duration of the project. Appropriate temporary measures shall be constructed as necessary to prevent erosion based upon the Contractor's method of operation and schedule. Erosion control is incidental to the project and shall be subsidiary to the Work.

5.5 Inspection of the Work

The CONTRACTOR's work shall be done in accordance with this AGREEMENT under the general direction of the DEPARTMENT or its authorized representatives. All work shall be accomplished only in the presence of the GEOLOGIST.

5.6 Work Hours

The CONTRACTOR shall prosecute the work a minimum of 8 hours per working day until completion, excluding breakdowns or inclement weather. If the CONTRACTOR finds it impossible to start the work as stated above, the CONTRACTOR may make a written request to the GEOLOGIST for an extension of times. Any such request shall contain reasons, which the CONTRACTOR believes will justify the granting of the request. In the request, the CONTRACTOR shall submit the proposed starting date.

The CONTRACTOR shall not perform any work involving high noise machinery prior to 7:00 a.m. or after 7:00 p.m., unless otherwise approved by the GEOLOGIST. No work will be permitted on Saturdays and Sundays unless otherwise directed.

5.7 Assignment Completion Date

The completion date for all work in this project will be specified in the Notice to Proceed and will be no later than **March 31, 2024**. Extension of the completion date beyond that originally specified in the Notice to Proceed shall be at the discretion of the DEPARTMENT, after consultation with the CONTRACTOR.

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5.8 Submission of Materials and Reports

Upon completion of BEDROCK WELL INSTALLATION, well completion reports will be submitted to the DEPARTMENT, per the Water Well Board Administrative Rules We 100-1000. All samples for each well, collected in the manner as specified in Paragraph 9.4 shall be provided to the GEOLOGIST of the DEPARTMENT at the site of drilling, using the methods specified in Paragraph 9.3.

5.9 Obstructions

The DEPARTMENT makes no representations as to the character of the ground on which BEDROCK WELL INSTALLATION is to be made, or that any location given will be free of obstructions. If field conditions indicate the need to offset any BEDROCK WELL INSTALLATION from the planned location, the new conditions shall be approved by the GEOLOGIST before work is started at the offset location.

6. ABANDONED BORINGS

Borings shall not be abandoned before reaching the final depth ordered by the DEPARTMENT except on the approval of the GEOLOGIST. No payment will be made for borings abandoned by reasons of error, accident, or negligence on the part of the CONTRACTOR. Borings abandoned prior to reaching required depth, caused by an obstruction or other reasonable cause beyond the control of the CONTRACTOR such that a boring cannot be completed, shall be replaced by a supplementary boring sited adjacent to the original and driven to the required depth. Penetration of the supplemental boring to the completed depth of the original boring may be made by any specified means selected by the CONTRACTOR and approved by the GEOLOGIST. Samples shall be taken in the supplementary boring from the elevation at which the original boring was abandoned in a manner specified for the original boring.

No payment will be made for any work on an abandoned boring.

7. SEALING BORINGS

The CONTRACTOR shall be responsible for the sealing of all completed borings, as per the acceptable methods specified in the New Hampshire Water Well Board Code of Administrative Rules, Chapter 600, Part We-604, Section We-604.05. The CONTRACTOR shall be responsible for addressing any and all issues concerning compliance with these stipulated rules.

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8. DEVELOPING BEDROCK WELL

Once installed, the well will be pumped by air lift method to develop the well and remove fine sediments from the well. A minimum of three volumes of well water should be evacuated until the purged water is free of sediment. The total volume pumped for each well shall be at the discretion of the GEOLOGIST.

9. WELL DRILLING

9.1 Preferred Methods

The CONTRACTOR shall prepare the drill site for access by the drilling rig and support vehicles using appropriate excavation equipment, as required. CONTRACTOR will mobilize to the site to commence BEDROCK WELL INSTALLATION. Drilling will begin by drilling a borehole through the overburden present above the bedrock using water or mud rotary drilling methods. Once competent bedrock is encountered, the contractor will then advance a pilot borehole measuring 8-inches or greater diameter a minimum of **10-feet** into competent bedrock. Steel casing will be installed into the pilot borehole, cement grouted into place by tremie or force grouting methods, then left **overnight** to cure. The CONTRACTOR will then commence advancing the borehole into bedrock using air rotary methods to the final depth of the well, determined by the GEOLOGIST based on conditions encountered, but anticipated to be no more than 400 feet below ground surface.

9.2 Equipment Requirement

The CONTRACTOR shall provide excavation machinery, drill rigs, drill bits, drill steel, and all other required equipment in quantities and sizes sufficient for work to be expedited.

9.3 Environmental Protection Measures

The CONTRACTOR shall prevent the drilling fluid and/or drilling mud from migrating into waterways in the area surrounding the drilling site using established industry Best Management Practices. Any excavations dug for drilling fluid management shall be back filled, and sediment and erosion control measures shall be removed at the conclusion of drilling activities. The ground surface at the drilling site shall be leveled at the conclusion of drilling activities. No petroleum-based or Teflon-based lubricants will be allowed. Environmentally friendly EPA approved lubricants may be allowed at the discretion of the GEOLOGIST.

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9.4 Sampling Procedures, Preservation, and Labeling Requirements

Drill cutting samples shall be collected at 10-foot intervals while drilling through both overburden and bedrock, although sampling may occur at a greater or lesser frequency if dictated by stratigraphic or lithologic changes or as specified by the GEOLOGIST. Upon reaching a stratigraphic or lithologic change depth, drilling shall be stopped if determined by the GEOLOGIST to be necessary. Disturbed materials shall be removed from the hole by air lift for a period of time, and a clean sample of the bedrock cuttings shall be collected upon drilling recommencement. Upon removal from the borehole, a portion of the recovered sample shall be placed into a container provided by the DEPARTMENT. Each sample shall be labeled and cataloged by the GEOLOGIST.

10. LOGS, AND DATA AND SAMPLE DELIVERY

10.1 Boring Logs

During the progress of each data collection operation, the DEPARTMENT will provide a GEOLOGIST to keep a log of all data collection and drilling operations.

10.2 Data and Sample delivery

All data from samples collected as described in Section 9.4, in addition to any soil and rock core samples shall collected and transported by the DEPARTMENT.

11. CLEAN UP, SITE RESTORATION

The CONTRACTOR shall clean up and leave all work sites in a neat and workmanlike manner, to the satisfaction of the GEOLOGIST. The CONTRACTOR shall exercise every caution in not damaging property, and shall repair any damage that may occur. Any property damage resulting from the CONTRACTOR's work shall be immediately reported to the GEOLOGIST. On completion of work at a specific location, the CONTRACTOR shall remove all equipment, materials, spoil, brush, and distribute or bury all drill cuttings. All boreholes shall be sealed prior to worksite departure, as specified in Section 7. No holes, depressions, cracks or protrusions resulting from the work and which is unsightly or could present a public hazard shall remain. The CONTRACTOR will restore any pre-existing drainage control features that were modified to allow access for the drilling rig and support vehicles.

The CONTRACTOR may be recalled to any site, during the **one-year** period following completion of the work, to repair surface settlement or cracks that develop in the work area. The CONTRACTOR shall not be compensated additionally for return site visits for clean-up, filling of holes, or other site restoration.

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EXHIBIT C

METHOD OF PAYMENT

NHGS Groundwater Level Monitoring Network
2023 Bedrock Well Installation Project

Payment schedule and stipulations
The work performed under this AGREEMENT shall be paid for in accordance with the following schedule and stipulations:

Method of measurement
The amount of work to be paid for shall be the quantity of work, satisfactorily performed by the CONTRACTOR under the terms of the AGREEMENT, completed and accepted by the DEPARTMENT as conforming to these specifications.

Basis of payment and definition of pay items
The accepted quantity of work will be paid for at the contract unit prices as defined below.

ITEM NO. 1 Mobilization and Demobilization

ITEM NO 1.1 – Pre-job virtual meeting
Prior to mobilization for field work, one representative of the CONTRACTOR is required to participate in a 1-hour virtual meeting prior to BEDROCK WELL INSTALLATION for the purposes as specified in Exhibit B, Paragraph 3.7. This item, per meeting, shall include all associated costs including personnel for attending a pre-job meeting. The unit price for this item shall be One-hundred Dollars ($100.00).

ITEM NO. 1.2 – General Mobilization and Demobilization
This item shall include the costs associated with mobilizing a drilling rig, excavation equipment, and any required support vehicles, as specified in Paragraph 3.3 of Exhibit B of this AGREEMENT, and minimum 2-person crew, as specified in Paragraph 3.5 of Exhibit B of this AGREEMENT to the Keene, New Hampshire and Alton, New Hampshire site to conduct BEDROCK WELL INSTALLATION. This item includes all costs of providing and maintaining the necessary equipment, tools, supplies and personnel stipulated in this AGREEMENT, and for costs of moving to and from the job site, including loading, unloading, trucking and transportation. An exchange of equipment units for any aspect

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of work covered under this AGREEMENT does not constitute a separate mobilization for pay purposes. For each BEDROCK WELL INSTALLATION location, one mobilization set-up charge will be paid at the contract unit price, specified in the following bid items.

ITEM NO. 1.2.1 – Mobilization to Keene, NH
The unit price for this item shall be One-thousand Dollars ($1,000.00).

ITEM NO. 1.2.2 – Mobilization to Alton, NH
The unit price for this item shall be Two-thousand Dollars ($2,000.00).

ITEM NO 1.3 – Site Preparation and Restoration
This item shall include the costs associated with preparation and restoration of the drill site. Preparation shall include grading an access path for the drilling rig and support vehicle(s) to access the drill site, establishment of erosion control measures, and digging of any drilling fluid control pits. Restoration shall include distribution or burial of drill cuttings, re-grading of the drill site, and restoration any pre-existing drainage control features such as berms or swales that were modified to allow access to the site. For each BEDROCK WELL INSTALLATION location, one site preparation and restorations charge will be paid at the contract unit price, specified in the following bid items.

ITEM NO. 1.3.1 – Site Preparation and Restoration in Keene, NH
The unit price for this item shall be Four-thousand Dollars ($4,000.00).

ITEM NO. 1.3.2 – Site Preparation and Restoration in Alton, NH
The unit price for this item shall be One-thousand Dollars ($1,000.00).

ITEM NO. 2 BEDROCK WELL INSTALLATION

ITEM NO. 2.1 – Overburden Drilling Rate
This item shall include the cost per foot of drilling by water or mud rotary methods through the overburden present above bedrock. The overburden borehole size shall measure nominal 9-inches in diameter to allow for installation of 6-inch diameter steel casing into the rock socket of the BEDROCK WELL, plus annual space for grout. The unit price for this item shall be Twenty-eight Dollars ($28.00) per foot.

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ITEM NO. 2.2 – Bedrock Socket Drilling Rate
This item shall include the cost per foot for drilling a socket, a minimum of 10-feet in length, into competent bedrock. The bedrock socket will be used for setting the 6-inch diameter steel casing into bedrock to seal the boring from shallow groundwater infiltration. The socket size shall measure a nominal 9-inches in diameter to allow installation of steel casing measuring 6-inches in diameter, as well as annual space for the cement grout for the BEDROCK WELL. The unit price for this item shall be Forty Dollars ($40.00) per foot.

ITEM NO. 2.3 – Bedrock Drilling Rate
This item shall include the cost per foot for drilling into bedrock by air rotary method for installation of a BEDROCK WELL measuring a nominal 6-inches in diameter. This item shall also include development of the well at the completion of drilling. The unit price for this item shall be Eighteen Dollars ($18.00) per foot.

ITEM NO. 2.4 – Steel Casing
This item shall include the cost for a steel protective casing, minimum of 6 inches in diameter. The minimum casing thickness shall be Schedule 40, 19 lbs. per foot. The length of steel casing shall be determined by the total depth below ground surface to the bottom of the bedrock socket, plus 3 feet. The steel casing shall extend at least 3 feet above the ground surface after the well is completed and the land has been re-graded. The unit price for this item shall be Thirty-three Dollars ($33.00) per foot.

ITEM NO. 2.5 – Cement Grout Casing
This item shall include the cost for providing neat-cement grout or cement-sand grout to fill both the annular space between the steel casing and the bedrock socket, and the annual space between the steel casing and the overburden borehole wall. The cement grout shall be installed by pumping the cement grout through a tremie pipe installed to the bottom of the well or by force grouting methods. The cement grout shall be allowed to cure overnight before any bedrock drilling is initiated. The unit price for this item shall be Seven-hundred fifty Dollars ($750.00) per well.

ITEM NO. 2.6 – Locking Cap
This item shall include the cost for provision of a locking Royer cap, for installation at the surface of the casing of the BEDROCK WELL. The unit price for this item shall be One-hundred ten Dollars ($110.00) per cap.

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The rates tabulated herein and in **Attachment 1 – Contractor's Bid Schedule and Signature Page** shall include all charges attributed to direct costs, fringe benefits, payroll taxes, overhead, and direct expenses and shall be used in billing for all work done under this AGREEMENT.

The total cost of all work, expenses and profit under this AGREEMENT shall not exceed **Twenty-Seven Thousand Two-Hundred Thirty-Eight Dollars ($27,238.00)**. No payment will be made for work performed in excess of this amount.

All invoices for payment submitted to the DEPARTMENT by the CONTRACTOR must show unit prices and total units completed. Invoices may be submitted to the DEPARTMENT by the CONTRACTOR no more frequently than monthly upon completion of the BEDROCK WELL INSTALLATION. Payment to the CONTRACTOR by the DEPARTMENT will be made no later than thirty (30) days after each invoice submittal has been received by the DEPARTMENT.

Invoices shall be mailed to:

New Hampshire Geological Survey
Attn: Michael Howley
New Hampshire Department of Environmental Services
P.O. Box 95
Concord, NH 03302-0095

Contractor Initials BK
Date 9/28/23

State of New Hampshire
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that CUSHING & SONS, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on March 01, 1980. 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: **10545**
Certificate Number: **0006195439**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 4th day of April A.D. 2023.

David M. Scanlan
Secretary of State

Certificate of Authority # 1 *(Corporation, Non-Profit Corporation)*

Corporate Resolution

I, Ezra T. Cushing, **hereby certify** that I am duly elected Clerk/Secretary/Officer of
(Name)
Cushing and Sons, Inc. . I hereby certify the following is a true copy of a vote taken at
(Name of Corporation)

a meeting of the Board of Directors/shareholders, duly called and held on 28th September, 2023 ,

at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Bart Cushing, President (may list more than one person) is
(Name and Title)

duly authorized to enter into contracts or agreements on behalf of

Cushing and Sons, Inc. with the State of New Hampshire and any of
(Name of Corporation)

its agencies or departments and further is authorized to execute any documents

which may in his/her judgment be desirable or necessary to effect the purpose of

this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. This authority **remains valid for thirty (30)** days from the date of this Corporate Resolution. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATED: 9/28/2023 **ATTEST:** Ezra T Cushing, Secretary
(Name & Title)
EZRA T. CUSHING

9/28/23:
Valerie J Gray
Cheshire County
Comm. Exp. 3/3/26

VALERIE J GRAY
NOTARY PUBLIC
MY COMMISSION EXPIRES 3/3/2026
STATE OF NEW HAMPSHIRE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/28/2023

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

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

PRODUCER
THE ROWLEY AGENCY INC.
45 Constitution Avenue
P.O. Box 511
Concord NH 03302-0511

CONTACT NAME: Susan Gilman
PHONE (A/C, No, Ext): (603)224-2562 FAX (A/C, No): (603)224-8012
E-MAIL ADDRESS: sgilman@rowleyagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Cincinnati Insurance Company	10677
INSURER B: Hanover Insurance Co.	22292
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Cushing & Sons, Inc.
PO Box 668
Walpole NH 03608

COVERAGES **CERTIFICATE NUMBER:** 23/24 Cert **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			EPP0186864	3/1/2021	3/1/2024	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 500,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			EBA0223356	3/1/2023	3/1/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			EPP0186864	3/1/2021	3/1/2024	EACH OCCURRENCE	$ 9,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 9,000,000
	DED X RETENTION $ 0							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			EWC0480225-05	3/1/2023	3/1/2024	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N	N/A		3A States: NH MA VT			E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
B	Installation Floater			IHVD874244 04	3/1/2023	3/1/2024	$25,000 Limit	
B	Leased/Rented Equipment			IHVD874244 04	3/1/2023	3/1/2024	$250,000 Limit	

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

Project: 2023 Bedrock Well Installation, Keene and Alton, NH. State of New Hampshire, Department of Environmental Services is an additional insured under the general liability when required by written contract with named insured.

CERTIFICATE HOLDER

State of New Hampshire
Department of Environmental Services
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

Susan Gilman/SJG

Susan Gilman

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