



The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner

95



September 24, 2024

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

REQUESTED ACTION

Authorize the New Hampshire Department of Environmental Services (NHDES) to enter into an agreement with Verdantas LLC, (VC# 402436-B001), Dublin, OH, in the amount of \$250,000 for the *New Hampshire Municipal Roadway Soils Management* project, effective upon Governor and Council approval through December 31, 2026. 100% Clean Water Revolving Loan Management Funds.

Funding is available in the following account:

	<u>FY 2025</u>
03-44-44-441018-4788-102-500731	\$250,000
Department of Environmental Services, CWSRF Administration, Contracts for Program Services	

EXPLANATION

NHDES requests approval to enter into a contract agreement with Verdantas LLC for the New Hampshire Municipal Roadway Soils Management project. NHDES issued a Request for Proposals (RFP) for the New Hampshire Municipal Roadway Soils Management project and posted the RFP on the Department of Administrative Services website as well as the NHDES website. Five proposals were received and were reviewed and ranked according to criteria outlined in the RFP. Additionally, interviews were conducted with the three top ranked firms. Verdantas LLC was selected as the top ranked firm based on their project management qualifications, technical proposal, cost proposal and overall quality of proposal. The RFP review team concurred that as the highest ranked firm, Verdantas LLC is qualified to complete the scope of work presented in the RFP.

The New Hampshire Municipal Roadway Soils Management project seeks to develop operational guidelines for materials management associated with non-hazardous roadway soils resulting from municipal roadway maintenance activities such as ditch re-establishment, street sweeping and catch basin cleaning. This project will address three main objectives: 1) perform a due diligence review and use information from the review to develop guidelines for proper management of soils generated during routine municipal roadway maintenance activities; 2) provide operational procedures and training for activities with potential to generate roadway soils and provide guidance for management of these materials; and 3) develop guidance to ensure municipalities maintain compliance with local, state, and federal requirements pertaining to roadway maintenance activities and materials

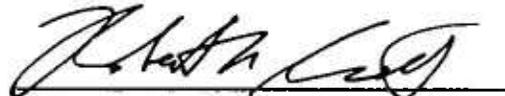
His Excellency, Governor Christopher T. Sununu
and the Honorable Council

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management and ensure such activities are consistent with NHDES Solid Waste regulations and rules.

In the event that the designated funds no longer become available, general funds will not be requested to support this program. The agreement has been approved by the Office of the Attorney General as to form, execution, and content.

We respectfully request your approval of this item.

A handwritten signature in black ink, appearing to read "Robert R. Scott", written over a horizontal line.

Robert R. Scott, Commissioner

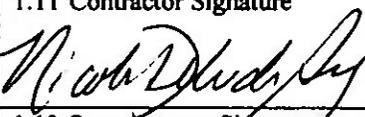
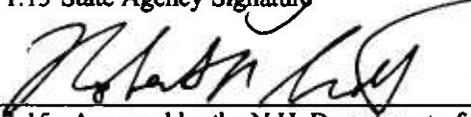
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 PO Box 95 Concord, NH 03302-0095	
1.3 Contractor Name Verdantas LLC		1.4 Contractor Address 6397 Emerald Parkway Suite 200 Dublin, OH 43016	
1.5 Contractor Phone Number (603) 314-0820	1.6 Account Unit and Class 03-44-441018-4788-102	1.7 Completion Date 12/31/2026	1.8 Price Limitation \$250,000
1.9 Contracting Officer for State Agency Sally Soule, Watershed Assistance Section, Coastal Watershed Supervisor		1.10 State Agency Telephone Number (603) 559-0032	
1.11 Contractor Signature  Date: 9/10/24		1.12 Name and Title of Contractor Signatory Nicole Delude Roy, Northeast Area Lead/ Vice President	
1.13 State Agency Signature  Date: 9/19/24		1.14 Name and Title of State Agency Signatory Robert R. Scott, Commissioner, NHDES	
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: 10/1/2024			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials 
 Date **9/10/24**

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.


7/10/24

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 
Date 1/10/24

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 
Date 9/10/24

**Exhibit A
Special Provisions**

No special provisions.

Contractor Initials 
Date 9/12/24

Exhibit B
Scope of Services

Project Title: New Hampshire Municipal Roadway Soils Management

Project Goal: The goal of this project is to develop operational guidelines for materials management associated with municipal roadway maintenance activities.

Task 1: Due Diligence

Verdantas LLC will conduct a literature search, review technical information, and meet with appropriate regulatory staff to obtain and review information relative to the project including relevant permits and regulations (local, state federal) – including criteria for soil reuse; existing operation and maintenance plans for activities of interest; literature and studies from other states or entities, and additional information as identified.

- Complete a review of available literature technical information related to the subject matter including, for context, relevant local, state, and federal regulations.
- Meet with and/or gather information from municipalities regarding sources of materials and municipal roadway soils generated during operational maintenance activities, anticipated volumes of materials, and ideas around potential reuse.
- Summarize information from the literature, technical, and source in a report. Report development includes addressing one round of edits from NHDES and the project's Advisory Committee.

Task 1 Deliverables:

A report summarizing literature and technical information with a list of references.

Task 2: Regulatory Summary

Verdantas LLC will review local, state, and federal regulatory requirements to determine applicability to roadway soils management and reuse. Verdantas will then develop a matrix summarizing the review outcome. Matrix development includes addressing one round of edits from NHDES and the Advisory Committee.

Task 2 Deliverables:

A matrix summarizing findings from the regulatory requirements review.

Task 3: Operational Guidelines

Once sources of municipal roadway soils are identified, Verdantas will work with the Advisory Committee and the involved municipalities to develop operational guidelines in a format that is useful to end users. This information will guide municipal operational staff on how to handle, store, manage and/or dispose of materials generated during municipal street waste management operations.

Guidance materials will include Soil Management Plans (maximum of two); a flow chart depicting processes for management and reuse/disposal of various types of materials generated; and up to two one-page, high-level training documents for municipal users. Development of these products includes limited review by NHDES, the Advisory Committee, and municipal stakeholders.

Task 3 Deliverables:

Soil Management Plans (maximum of two); a flow chart depicting processes for generation and management and reuse/disposal of various types of materials generated; and up to two one-page high-level training documents for municipal users.

Task 4: Pre-characterization Sampling

Pre-characterization sampling will be conducted as follows to develop analytical data to support development of project information.

Task 4.a Sampling for Municipal Separate Storm Sewer System (MS4) and Great Bay Total Nitrogen General Permit (TNGP) communities

- Verdantas LLC will conduct pre-characterization sampling for two MS4 regions and TNGP communities. Assumes 20 samples for a total of 40 samples. Samples will be collected from representative source stockpiles from each community.
- Samples will be submitted for laboratory for analysis for landfill disposal criteria (VOCs, SVOCs, PCBs, TPH, RCRA 8 metals, Reactive Sulfide, Reactive Cyanide, Ignitability, Corrosivity, Fecal Coliform and TOC) and PFAS.
- Analytical data will be tabulated in Excel. A quality assurance review and statistical data analysis will be performed. A limited data review and comment period for NHDES, Advisory Committee, and municipal stakeholders will be conducted.

Task 4.a Deliverables:

Final analytical data for pre-characterization sampling of MS4 and TNGP communities will be provided in Excel format.

Task 4.b Statewide Sampling for Non-MS4 Regions

- Develop sampling plan for non-MS4 regions. To develop the plan, non-MS4 regions will be defined, and the number of samples collected in each region will be determined. The proposed regions, number of samples, and sample locations will be presented to the Advisory Committee for comment prior to sampling.
- Conduct representative pre-characterization sampling of non-MS4 regions as determined by the sampling plan (number of samples will not exceed 40).
- Samples will be submitted for laboratory for analysis for landfill disposal criteria (VOCs, SVOCs, PCBs, TPH, RCRA 8 metals, Reactive Sulfide, Reactive Cyanide, Ignitability, Corrosivity, Fecal Coliform and TOC) and PFAS.
- Analytical data will be tabulated in Excel. A quality assurance review and statistical data analysis will be performed. A limited comment period for NHDES and the Advisory Committee will be conducted.

Task 4.b Deliverables:

Final analytical data for pre-characterization sampling of non-MS4 regions will be provided in Excel format.

Task 5: Waiver Application

Following the above-described phases of the project, Verdantas will develop a recommendation to the Advisory Committee relative to the applicability of regional waivers. Up to two draft waivers will be developed. Waiver development includes addressing one round of edits from NHDES and the project Advisory Committee.

Task 5 Deliverables:

Up to two waiver applications.

Task 6. Findings and Recommendations Reports

Verdantas LLC will develop up to two findings and recommendations reports for communities that are not part of a regional waiver. The reports will include recommendations for operational guidelines and will identify a path communities can take if they wish to pursue a waiver. Report development includes one round of edits.

Exhibit C
Payment Terms

The State shall pay to the Contractor the total reimbursable program costs in accordance with the following requirements:

Reimbursement requests for project costs shall be made by the Contractor using a payment request form as supplied by the State, which shall be completed and signed by the Contractor. The payment request form shall be accompanied by proper supporting documentation in the amount of each requested disbursement and required matching funds. Documentation of reimbursable costs may include invoices for supplies, equipment, services, contractual services, and a report of personnel, travel and indirect costs. For projects that demonstrate progress solely through the submission of interim progress reports, payments shall be made upon receipt, review and approval of the interim progress report and accompanying payment request form. Payments shall be made to the Contractor no more frequently than monthly. With a hold of 10% for final report payment.

The total reimbursement shall not exceed the contract award of \$250,000.

Funding is provided through the NH Department of Environmental Services with Clean Water State Revolving funds.

[Handwritten Signature]
[Handwritten Date: 9/10/24]

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 VERDANTAS LLC is a Ohio Limited Liability Company registered to transact business in New Hampshire on October 06, 2010. 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: 637086

Certificate Number: 0006654216



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of April A.D. 2024.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint circular stamp.

David M. Scanlan
Secretary of State

Corporate Resolution

I, Jesse Kropelnicki, hereby certify that I am duly elected CEO and President of Verdantas LLC. I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on August 27, 2024, at which a quorum of the Directors/shareholders were present and voting.

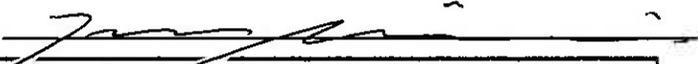
VOTED: That Nikki Delude Roy, VP/Area Leader, Northeast is duly authorized to enter a contract on behalf of Verdantas LLC with the Department of Environmental Services, State of New Hampshire and further is authorized to execute any documents which may in his judgment be desirable or necessary to effect 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 9th of September, 2024. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the corporation and that the corporation as the general partner has full authority to bind the limited partnership to the specific contract indicated. This authority shall remain valid for thirty (30) days from the date of this Corporate Resolution.

DATED: 9/9/24

ATTEST: Jesse Kropelnicki
Jesse Kropelnicki, Chief Executive Officer and President

IN WITNESS WHEREOF, I have hereunto set my hand as the Chief Financial Officer and President of the Verdantas LLC, this 9th day of September, 2024.

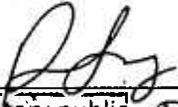

Jesse Kropelnicki, Chief Executive Officer and President

STATE OF Massachusetts

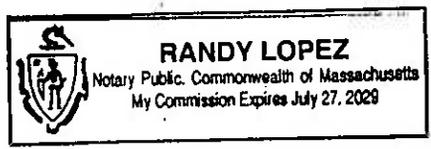
COUNTY OF Norfolk

On this the 9th of September, 2024, before the undersigned officer, personally appeared Jesse Kropelnicki, Chief Executive Officer and President, who acknowledged himself to be the person who executed the foregoing instrument for the purpose therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.


Name notary public Randy Lopez

My Commission Expires: July 27th, 2029





VERDALL-01

EMORRIS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/3/2024

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

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

PRODUCER Ames & Gough 8300 Greensboro Drive Suite 980 McLean, VA 22102	CONTACT NAME: PHONE (A/C, No, Ext): (703) 827-2277 FAX (A/C, No): (703) 827-2279	
	E-MAIL ADDRESS: admin@amesgough.com	
INSURED Verdantas LLC 6397 Emerald Parkway Suite 200 Dublin, OH 43016	INSURER(S) AFFORDING COVERAGE NAIC #	
	INSURER A: Allied World Assurance Company (U.S.) Inc. 19489	
	INSURER B: Transportation Insurance Company A(XV) 20494	
	INSURER C: Continental Casualty Company (CNA) A, XV 20443	
	INSURER D: Allied World Surplus Lines Insurance Co. A XV 24319	
	INSURER E: Underwriters At Lloyds of London 15642	
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab.		0313-8888	6/30/2024	6/30/2025	EACH OCCURRENCE \$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
						MED EXP (Any one person) \$ 25,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMP/OP AGG \$ 2,000,000
						STOP GAP \$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		6080642405	6/30/2024	6/30/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
						BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		0313-8889	6/30/2024	6/30/2025	EACH OCCURRENCE \$ 10,000,000
						AGGREGATE \$ 10,000,000
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N N/A If yes, describe under DESCRIPTION OF OPERATIONS below		6080642422	6/30/2024	6/30/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liab.		0313-8886	6/30/2024	6/30/2025	Per Claim/Aggregate 10,000,000
E	Excess Liability		ENVX0000418-24	6/30/2024	6/30/2025	Per Claim/Aggregate 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Cyber Liability Policy #C-4LRY-073428-CYBER-2023 (Insurer: Coalition Insurance Solutions, Inc.) - 12/27/23 - 6/30/25 - \$5,000,000 Per Claim/Aggregate

Drone Liability Policy #SIHL 1-Q710 (Insurer: USAIG Insurance Group) - 6/30/2024 - 6/30/2025 - \$10,000,000 Per Occurrence/Aggregate

NH Department of Environmental Services is included as additional insured with respect to General Liability and Automobile Liability when required by written contract. General Liability and Automobile Liability are primary and non-contributory over any existing insurance and limited to liability arising out of the SEE ATTACHED ACORD 101

CERTIFICATE HOLDER Watershed Assistance Specialist NH Department of Environmental Services 29 Hazen Drive, PO Box 95 Concord, NH 03302	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

Attachment B:

New Hampshire Municipal Roadway Soils Management RFP Response Ranking

Firm	Reviewer					AVG	RANK by avg
	1	2	3	4	5		
Verdantas LLC	89	90	92	91	95	91	1
Comprehensive Environmental, Inc.	79	81	80	81	83	81	2
Weston & Sampson	83	85	90	69	70	79	3
TRC Environmental Corporation	86	74	68	77	65	74	4
Ransom Consulting	52	45	36	36	48	43	5

Review Team Members

Reviewer	Title and Affiliation	Years of Experience
Deb Loiselle	Stormwater Coordinator, NHDES Watershed Assistance Section.	30
Gretchen Young	Deputy Director of Public Works, City of Rochester, NH.	22
Jaime Colby	Supervisor, Engineering and Permitting Section, NHDES Solid Waste Management Bureau.	17
Jeanne Walker	Assistant Town Manager/Director of Strategic Initiatives, Town of Bedford, NH.	35
Sally Soule	Coastal Watershed Supervisor, NHDES Watershed Assistance Section.	23