



The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner



144

June 3, 2025

Her Excellency, Governor Kelly A. Ayotte
 and the Honorable Council
 State House
 Concord, NH 03301

REQUESTED ACTION

Authorize the Department of Environmental Services (NHDES) to enter into contracts in the amount of \$1,460,000 with the four vendors listed below to perform environmental spill response and hazardous materials cleanup, effective as of July 1, 2025 through June 30, 2029, upon Governor and Council approval. Funding is: 82% Oil Pollution Control Fund, 11% Hazardous Waste Cleanup Fund and 7% MtBE Settlement Fund.

Funding is available in the accounts as follows with authority to adjust encumbrances in each of the State fiscal years and between each of the contractors through the Budget Office if needed and justified. Funding for FY 2026-2029 is contingent upon continuing appropriation and availability of funds.

<u>Contractor</u>	<u>Vendor Code#</u>	<u>Four-Year Contract Amount</u>
Clean Harbors Environmental Services, Norwell, MA	174558-R005	\$480,000
Green Site Services Group, Inc., Franklin, MA	389462-B001	\$300,000
NRC East Environmental Services Inc., Portsmouth, NH	161724-P001	\$380,000
Boston Green Fuel Co, Inc., Lakeville, MA	266669-B001	<u>\$300,000</u>
		Total: \$1,460,000

Fund Name	Account Number 03-44-44-444010	FY 2026	FY 2027	FY 2028	FY 2029	Totals
Oil Pollution Control Fund	1400-102-500731 Contracts for Program Services	\$300,000	\$300,000	\$300,000	\$300,000	\$1,200,000
Hazardous Waste Cleanup Fund	5392-102-500731 Contracts for Program Services	\$40,000	\$40,000	\$40,000	\$40,000	\$160,000
MtBE Settlement Fund	8893-102-500731 Contracts for Program Services	\$50,000	\$50,000	\$0	\$0	\$100,000
TOTALS		\$390,000	\$390,000	\$340,000	\$340,000	\$1,460,000

EXPLANATION

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

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

On December 10, 2024, NHDES issued an Invitation for Pre-Qualifications. This invitation was listed on the NH Department of Administrative Services website. Five firms submitted qualification packages and all contractors met the submission requirements. A NHDES Selection Committee evaluated and scored each contractor's submitted documentation of their qualifications and experience. The resulting rankings indicated that Clean Harbors Environmental Services, NRC East Environmental Services, Inc., Boston Green Fuel Co., Inc., and Green Site Services Group, Inc., would be awarded contracts with NHDES based on the successful negotiation of a new price schedule and performance standards.

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

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

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

NHDES has a long history of response and cleanup management experience, and program personnel are qualified to oversee all components of the contractor's work. NHDES has awarded term contracts in the

past for remediation services with the top three ranked firms, and is confident that all contractors will perform in a professional and expedient manner under the current contracts.

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

We respectfully request your approval.



Robert R. Scott, Commissioner

Attachments

Attachment A

Summary Ranking of Firms Responding to Request for Qualifications

Firm	Total Score	Rank
NRC East Environmental Services Inc.	948	1
Clean Harbors Environmental Services Inc.	930	2
Green Site Services Group, Inc.	675	3
Boston Green Fuel Co, Inc.	531	4
Environmental Restoration, LLC	523	5

Scoring of Firms Responding to Request for Qualifications

NHDES Evaluation Committee	Weighted Scores				
	NRC EAST	Clean Harbors	Green Site Svcs.	Boston Green	ER
Evaluator No.1	931	814	616	577	513
Evaluator No.2	954	983	684	485	529
Evaluator No.3	959	992	725	532	528
Averaged Totals:	948	930	675	531	523

NHDES Selection Committee

Committee Members	Class Title	Years Experience
William Gardner Warr	Supervisor	30+
Christopher B. Wood	Investigator	12+
Joshua C. Whipple, P.G.	Hydrogeologist	27+

Attachment B

Funding by Fiscal Year by Accounting Unit by Contractor

Clean Harbors Environmental Services, Inc.

ORG	FY 2026	FY 2027	FY 2028	FY 2029	Total
1400	75,000	75,000	75,000	75,000	300,000
5392	20,000	20,000	20,000	20,000	80,000
8893	50,000	50,000	0	0	100,000
Totals:	\$145,000	\$145,000	\$95,000	\$95,000	\$480,000

NRC East Environmental Services, Inc.

ORG	FY 2026	FY 2027	FY 2028	FY 2029	Total
1400	75,000	75,000	75,000	75,000	300,000
5392	20,000	20,000	20,000	20,000	80,000
8893	0	0	0	0	0
Totals:	\$95,000	\$95,000	\$95,000	\$95,000	\$380,000

Green Site Services Group, Inc.

ORG	FY 2026	FY 2027	FY 2028	FY 2029	Total
1400	75,000	75,000	75,000	75,000	300,000
5392	0	0	0	0	0
8893	0	0	0	0	0
Totals:	\$75,000	\$75,000	\$75,000	\$75,000	\$300,000

Boston Green Fuel Co., Inc.

ORG	FY 2026	FY 2027	FY 2028	FY 2029	Total
1400	75,000	75,000	75,000	75,000	300,000
5392	0	0	0	0	0
8892	0	0	0	0	0
Totals:	\$75,000	\$75,000	\$75,000	\$75,000	\$300,000

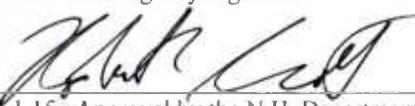
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive, PO Box 95, Concord, NH 03302	
1.3 Contractor Name Clean Harbors Environmental Services, INC.		1.4 Contractor Address 42 Longwater Drive, Norwell, MA 02061	
1.5 Contractor Phone Number (800) 282-0058	1.6 Account Unit and Class 03-44-44-444 010 -1400, 5392, and 8893-102-500731	1.7 Completion Date 6/30/2029	1.8 Price Limitation 480,000
1.9 Contracting Officer for State Agency William Gardner Warr		1.10 State Agency Telephone Number (603) 271-3440	
1.11 Contractor Signature  Date: 5/6/25		1.12 Name and Title of Contractor Signatory Robert Sherman, District Vice President	
1.13 State Agency Signature  Date: 6/9/25		1.14 Name and Title of State Agency Signatory Robert R. Scott, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)			
By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)			
By: 		On: 6/9/2025	
1.17 Approval by the Governor and Executive Council (if applicable)			
G&C Item number:		G&C Meeting Date:	

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.

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.

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 BS
Date 5/6/25

EXHIBIT A

Special Provisions

1. The Contractor shall maintain records of all work assignments in accordance with standard accounting practices and Department rules for technical reporting. Records shall be maintained for a period of seven (7) years following completion of a work assignment. The Contractor shall make all records available for audit and provide copies as required by the State. The records shall be retained in a manner that protects them from water, fire and vandalism. At the end of the retention period, the Contractor shall offer the records to the State. If the State declines to accept the records, the records become the property of the Contractor.
2. The State shall obtain necessary rights-of-way, land easements, building entry, dock access, and any other access agreement necessary to fulfill the requirements of this Contract. The Contractor shall not enter upon or cross over private property unless the State has secured access or entry by legal or emergency authorization.
3. The State reserves the right to terminate any Contractor who fails to meet the Performance Standards, is found brokering a work assignment to another Contractor, and/or to unqualified subcontractors. The NHDES shall limit the future assignment of work to Contractors that are found to be non-responsive and inefficient in their efforts to complete assignments that are under inspection by State officials.

Initials: RS
Date: 5/16/25

EXHIBIT B

Scope of Work

1. The State has contracted separately with Clean Harbors Environmental Services Inc., NRC East Environmental Services Inc., Green Site Services Group, Inc. and Boston Green Fuel Co, Inc. Each Contractor shall furnish all necessary labor, materials, goods, equipment, services and facilities to perform comprehensive contaminated site cleanup, spill response, planned remediation, spill prevention and other services at various locations as requested by the State.
2. All work shall be performed in accordance with the Department of Environmental Services ("Department") document titled; FY 2026 – FY 2029 Contaminated Site Response & Cleanup Contract Performance Standards ("Performance Standards"), incorporated herein by reference. The work includes the following response, remediation and prevention categories:
 - 1) On-Premise-Use Heating Oil Spills
 - 2) Planned Remediation at Contaminated Sites
 - 3) Removal of Underground and Aboveground Storage Tanks
 - 4) Motor Vehicle Accidents
 - 5) Containment, Transportation and Disposal of Unknown Wastes
 - 6) Solid Waste and Hazardous Material Incidents
 - 7) Recovery of Submerged Petroleum Powered Vehicles or Petroleum Containers
 - 8) Response to Oil Spills in Swift Water Environments
 - 9) Clandestine Drug Labs
 - 10) Incident Command System Operations, Terrorist Incidents, and Disaster Response
3. The State shall assign work to each Contractor in accordance with the protocol in the Performance Standards. The State makes no guarantee of a minimum or maximum amount of work assigned to each Contractor.

Initials: BS
Date: 5/6/25

EXHIBIT C

Contract Price and Payment Method

1. The total amount of all payments to this Contractor for this contract shall not exceed Four Hundred Eighty Thousand dollars (\$480,000). The breakdown of state funds is as follows:

CLEAN HARBORS Environmental Services Inc.					
ORG.	FY 2026	FY 2027	FY 2028	FY 2029	TOTAL
1400	\$75,000	\$75,000	\$75,000	\$75,000	\$300,000
5392	\$20,000	\$20,000	\$20,000	\$20,000	\$80,000
8893	\$50,000	\$50,000	\$0	\$0	\$100,000
7603	\$0	\$0	\$0	\$0	\$0
TOTALS:	\$145,000	\$145,000	\$95,000	\$95,000	\$480,000

2. Payment for each work assignment shall be based upon the items, not-to-exceed unit prices and not-to-exceed labor rates provided in the Exhibit C-1: Price Schedule, agreed-to by the State and the Contractors. For any special items not included in the Price Schedule, the Contractor shall be paid the invoiced cost for the service or goods provided, as agreed-to in advance, by the State and the Contractor.
3. The Contractor may include percentage-based "markup" charges to cover handling costs, subcontractor administration and insurance for certain service categories at the not-to-exceed rates provided in the Price Schedule. Such charges shall not be used for profit, but shall be full compensation to the Contractor for handling costs, subcontractor administration, and insurance.
4. For the initial Contract year, the Department shall establish the items, unit prices, labor rates, rates for handling costs, subcontractor administration, and insurance provided in the Price Schedule. For subsequent years, and at its discretion, the Department may add new items to the Price Schedule and adjust the unit prices and rates in consideration of market conditions and with Contractor input. However, the total value of each contract shall not be increased without Governor and Council approval.
5. The Contractor shall submit payment requests in accordance with the Performance Standards. The Department shall review invoices for completeness and compliance with the contract terms and shall return invoices found to be incomplete or inaccurate, or mark-down prices. Payment for completed work shall be contingent upon Department approval of invoices based on verification of conformance with the contract terms.

Initials: JS
Date: 5/16/25

EXHIBIT C-1: PRICE SCHEDULE

IR CONTRACT - CONTAMINATED SITE RESPONSE AND CLEANUP CONTRACT

Contract Period - July 1, 2025 - June 30, 2029

ITEM	CATEGORY	UNITS	Current Rates	Proposed 2025 Rates
Item #	Labor			
L-1	Site Supervisor	Hour	\$110.00	115.00
L-2	Foreman	Hour	\$85.00	95.00
L-3	Technician	Hour	\$65.00	75.00
L-4	Field Chemist	Hour	\$85.00	110.00
L-5	Marine Laborer (4)	Hour	\$65.00	75.00
L-6	Boat Operator	Hour	\$69.00	95.00
L-7	Equipment Operator / Truck Driver	Hour	\$75.00	85.00
L-8	Licensed Plumber	Hour	Cost + 15%	Cost + 15%
L-9	Licensed Electrician	Hour	Cost + 15%	Cost + 15%
L-10	Per Diem (10)	Person/day	GSA Rate	GSA Rate
L-11	Overtime Premium (workday hours >10/day; & weekend hours)	Hour	1.5 X Labor Rate	1.5 X Labor Rate
L-12	Police Detail	Hour	Cost + 10%	Cost + 10%
Item #	Health and Safety			
HS-1	Level A PPE (7)	Day/person	\$330.00	400.00
HS-2	Level B PPE	Day/person	\$195.00	250.00
HS-3	Level C PPE	Day/person	\$95.00	125.00
HS-4	Level D - Supplemental PPE (8)	Day/person	\$40.00	45.00
Item #	Vehicles			
V-1	Automobiles, 2-wheel and 4-wheel drive	Mile	IRS Rate	IRS Rate
V-2	Pickup Truck	Half-Day	\$100.00	110.00
V-3	Work/Utility Truck (Non-Emergency)	Half-Day	\$180.00	190.00
Item #	Vehicles & Trailers			
VT-1	Fully equipped Emergency Response Trailer	Half-Day	\$165.00	175.00
VT-2	Fully equipped Emergency Response Van	Half-Day	\$175.00	185.00
VT-3	Rack Truck	Half-Day	\$192.00	225.00
VT-4	Transport Tankers, 3000 gallon minimum	Half-Day	\$220.00	230.00
VT-5	Dump Truck, diesel, 5-6 cyd	Half-Day	\$250.00	275.00
VT-6	Dump Truck, diesel, 22-24 cyd	Half-Day	\$255.00	300.00
VT-7	Vacuum truck	Hour	\$90.00	110.00
VT-8	Vacuum truck - Stainless Steel	Hour	99.00	125.00
VT-9	Box Truck	Half-Day	\$210.00	240.00
VT-10	Lowboy trailer with tractor	Hour	\$138.00	145.00
VT-11	Roll-Off/Frac Tank Trailer or Truck	Hour	\$90.00	125.00
VT-12	Flat Bed Trailers	Half-Day	\$125.00	150.00
VT-13	Bobcat attachments	Half-Day	\$175.00	185.00

Initials ^{BS}
Date 5/16/25

ITEM	CATEGORY	UNITS	Current Rates	Proposed 2025 Rates
Item #	Excavating & Loading:			
EL-1	Backhoe Loader, 4WD	Half-Day	\$340.00	360.00
EL-2	Mini-Excavator, 10,000 lb, hydraulic	Half-Day	\$255.00	275.00
EL-3	Excavator - 40,000 lb, hydraulic	Half-Day	\$655.00	700.00
EL-4	Excavator - 60,000 lb, hydraulic	Half-Day	\$975.00	1,000.00
EL-5	Bobcat Loader- 1,500 lb, skidsteer WHEELED	Half-Day	\$210.00	250.00
EL-6	Loader - 3 cy bucket, 4WD, diesel	Half-Day	\$440.00	455.00
EL-7	Vactor Truck	Hour	\$140.00	175.00
EL-8	Vactor Hose, 6 in. diameter	Foot	\$3.50	4.00
EL-9	Pump Truck	Day	Cost +15%	Cost +15%
EL-10	Common Backfill	Ton	Cost + 10%	Cost + 10%
EL-11	Gravel/crushed stone	Ton	Cost + 10%	Cost + 10%
EL-12	Flowable Fill	Cubic Yard	Cost + 10%	Cost + 10%
EL-13	Loam	Cubic Yard or Ton	Cost + 10%	Cost + 10%
EL-14	Grass seed	Pound	Cost + 10%	Cost + 10%
Item #	Absorbents, Cleaning, & Containment (2)			
ACC-1	6 mil poly roll 100'x20'	Each	150.00	185.00
ACC-2	Containment boom, up to 18"	Foot	1.90	3.50
ACC-3	Containment boom, up to 37"	Foot	2.00	3.75
ACC-4	Sorbent pads, 15"x19"x3/16", 100 per bale	Bale	100.00	115.00
ACC-5	Sorbent boom 10"x5" diam., 4 per bale	Bale	115.00	125.00
ACC-6	Speedi-dry, 50lb. bag	Bag	17.00	20.00
ACC-7	Polyethylene bags, 38" x 60", 4 mill	Bag	2.00	2.05
ACC-8	Degreaser - Biodegradable Surfactant	Gallon	28.00	30.00
Item #	Containers			
C-1	Storage tank (1,000-2,500 gallon)	Half-Day	\$22.00	25.00
C-2	Storage tank (5,000-7,500 gallon)	Half-Day	\$22.00	25.00
C-3	Storage tank (Frac-20,000-gallon)	Half-Day	\$35.00	40.00
C-4	Roll-Off Container, 10 c.y.	Half-Day	\$11.00	15.00
C-5	Roll-Off Container, 20 c.y.	Half-Day	\$16.00	20.00
C-6	Roll-Off Container, 30 c.y.	Half-Day	\$22.00	25.00
C-7	Roll-Off Liner, all sizes	Each	\$95.00	115.00
C-8	Drums, 55 gallon Type 17E, closed head	Each	\$65.00	75.00
C-9	Drums - 55 gallon 17H, open head	Each	\$65.00	75.00
C-10	Drums, 25M, poly, 55 gallon	Each	\$80.00	80.00
C-11	Drums, 17E, poly, 30 gallon	Each	\$69.00	75.00
C-12	Drums, 17H, poly, 30 gallon	Each	\$94.00	95.00
C-13	1 CuYd Box	Each	\$150.00	175.00
C-14	Pails, poly, 5 gallon	Each	\$15.00	20.00
C-15	Overpack drums, 1A2/X427/S, 85 gallon, steel	Each	\$210.00	300.00
C-16	Overpack drums, 1H2/X340/S, 90 gallon, poly	Each	\$400.00	450.00

ITEM	CATEGORY	UNITS	Current Rates	Proposed 2025 Rates
Item # Pumps				
P-1	Drum vacuum pump	Half-Day	\$60.00	75.00
P-2	Pump, pneumatic diaphragm, 1.5 in. to 3 in. discharge	Half-Day	\$70.00	70.00
P-3	Pump, electric centrifugal, 1.5 in. to 3 in. discharge	Half-Day	\$55.00	55.00
P-4	Pump, trash, 2 in. to 4 in. discharge	Half-Day	\$127.00	130.00
Item # Tools & Equipment (2)				
TE-1	Transit or level, tripod, rod, and tape	Half-Day	\$50.00	50.00
TE-2	Blower/exhaust fan, explosion proof 5,000 CFM	Half-Day	\$45.00	45.00
TE-3	Blower/exhaust fan, explosion proof 5,000 CFM	Week	\$192.00	200.00
TE-4	Blower/exhaust fan, explosion proof 1,570 CFM	Half-Day	\$30.00	30.00
TE-5	Blower/exhaust fan, explosion proof 1,570 CFM	Week	\$120.00	200.00
TE-6	Charcoal Scrubber Treatment	Week	Cost + 15%	Cost + 15%
TE-7	Compactor - walk behind 20 x 28" vibrating plate type	Half-Day	\$105.00	115.00
TE-8	Compactor - double drum type	Half-Day	\$200.00	200.00
TE-9	Air Compressor 125/175 psi	Half-Day	\$115.00	125.00
TE-10	Concrete Saw with blade	Day	\$280.00	300.00
TE-11	Concrete Saw Blade	Each	Cost + 10%	Cost + 10%
TE-12	Concrete corer - 6" to 8" diameter	Half-Day	\$102.00	115.00
TE-13	Generator, up to 5000 watt	Half-Day	\$80.00	100.00
TE-14	Jackhammer with bit and hose	Half-Day	\$55.00	60.00
TE-15	Skimmer - Duckbill, Slurp, Swiss	Half-Day	\$40.00	40.00
TE-16	Water Blaster - up to 3,000 psi	Half-Day	\$65.00	75.00
TE-17	Steam Cleaner - 800 psi	Half-Day	\$115.00	125.00
TE-18	Reciprocating saw, electric or pneumatic w/ blades	Half-Day	\$40.00	65.00
TE-19	Light tower w/generator	Half-Day	\$138.00	145.00
TE-20	Portable floodlight	Half-Day	\$40.00	65.00
TE-21	Chain Saw, gas or electric, all sizes	Half-Day	\$40.00	45.00
TE-22	Rotary percussion drill, electric or pneumatic, 1/2" to 3/4"	Half-Day	\$50.00	55.00
TE-23	All other powered hand tools	Half-Day	\$28.00	35.00
TE-24	Traffic Signs Package	Incident	\$130.00	140.00
TE-25	Heat Blanket	Day	\$30.00	30.00
TE-26	Glycol Heater	Day	\$800.00	900.00
TE-27	HEPA Vacuum, wet/dry	Half-Day	\$60.00	65.00
TE-28	Mercury Vacuum	Half-Day	\$95.00	250.00
TE-29	Duct Tape	Roll	\$14.00	15.00
Item # Marine				
M-1	Row Boat (Emerg. Trailer/Van) w/ motor	Day	\$110.00	120.00
M-2	Work Boat, up to 16 foot	Day	\$550.00	550.00
M-3	Work/Tow Boat, 17 to 26 foot	Day	\$850.00	900.00
M-4	Boom Boat, 23 to 35 foot	Day	\$1,320.00	1,500.00
M-5	Response/Tow Boat, >24 feet	Day	\$1,490.00	1,500.00

ITEM	CATEGORY	UNITS	Current Rates	Proposed 2025 Rates
Item #	Disposal & Treatment			
DT-1a (5)	Bulk Liquid Disposal (gasoline/water), FP ≤ 140° F, < 1000 gal.	Gallon	3.25	3.75
DT-1b (5)	Bulk Liquid Disposal (gasoline/water), FP > 140° F	Gallon	0.95	1.10
DT-1c (6)	Bulk Liquid Disposal (gasoline/water), FP > 140° F for incineration	Gallon	3.25	3.75
DT-2 (5)	Bulk Liquid Disposal (fuel oil/water)	Gallon	0.75	0.95
DT-3	Bulk Liquid Disposal (Heavy Oil/water)	Gallon	1.20	1.50
DT-4	Mixed Liquid Disposal (gasoline/water)	Drum	300.00	350.00
DT-5	Gasoline-Contaminated Debris In Drums (Hazardous)	Drum	310.00	375.00
DT-6	Oil-Contaminated Debris In Drums (Non-Hazardous)	Drum	140.00	155.00
DT-7	Mixed Liquid Disposal (fuel oil/water)	Drum	155.00	180.00
DT-8	Oily Debris Disposal In Bags	Bag	36.00	40.00
DT-9	Bulk Oily Debris Disposal	Ton	Cost + 15%	Cost + 15%
DT-10	VPC Soil - Thermal Treatment or Landfill Disposal < 50 tons	Ton	Cost + 15%	Cost + 15%
DT-11	VPC Soil - Thermal Treatment or Landfill Disposal > 50 tons	Ton	Minimum 2 Quotes required	Minimum 2 Quotes required
DT-12	VPC Soil - Off-Spec Load Expense (9)	Load	Cost + 15%	Cost + 15%
DT-13	VPC Soil (small quantities in drums) (3)	Drum	140.00	180.00
DT-14	VPC Soil - Semi-Solids (small quantities in drums) (3)	Drum	--	200.00
DT-15	Transport of VPC Soil	Ton	Cost + 15%	Cost + 15%
DT-16	Other Petroleum wastes	T-packs	Minimum 2 Quotes required	Minimum 2 Quotes required
DT-17	Bulk Liquid Disposal (hazardous waste)	Gallon	Minimum 2 Quotes required	Minimum 2 Quotes required
DT-18	Other Hazardous waste	T-packs	Minimum 2 Quotes required	Minimum 2 Quotes required
DT-19	E-Manifest Service	Event	\$25.00	30.00

ITEM	CATEGORY	UNITS	Current Rates	Proposed 2025 Rates
Item # Hazardous/Petroleum Storage Tank Removals				
TANK-1	Tank closure, materials disposal and site restoration	By Quote	Project-specific Quote Required	Project-specific Quote Required
Item # Meters - Detectors				
MD-1	Photoionization detector (PID)	Day	110.00	110.00
MD-2	Flameionization detector (FID)	Day	121.00	125.00
MD-3	Water level meter	Day	20.00	20.00
MD-4	Oil/Water Interface probe	Day	33.00	35.00
MD-5	Metal detector	Day	22.00	25.00
MD-6	Multi-Gas Meter (VOCs, LEL, O ₂)	Day	132.00	135.00
MD-7	Drager/Synsidyne (plus tubes)	Day	\$30 + tubes (Cost + 15%)	\$30 + tubes (Cost + 15%)
MD-8	Mercury Vapor Analyzer (Jerome Meter)	Day	138.00	200.00
MD-9	Unknown Hazardous Waste Field ID Kit	Day	193.00	200.00
MD-10	Unknown Compressed Gas Field ID Kit	Day	193.00	200.00
Item # Sampling Equipment and Supplies				
S-1	Disposable bailers	Each	15.00	15.00
S-2	Encore™ sample container for use with sampling Method 5035	Each	11.00	12.00
S-3	Field Supplies	Day	33.00	40.00
S-4	Groundwater sampling filter	Each	27.00	30.00
S-5	Groundwater sampling pump	Day	51.00	55.00
Item # Laboratory Analysis				
LA-1	Various methodologies as appropriate, including 24-hour turnaround if requested by DES	Each	DES-Approved Rate + 15%	DES-Approved Rate + 15%
Item # Subcontractor Markup, Fuel Cost Adjustment & Other Multipliers				
CS-1	Subcontract services per Section O, Specifications.	Cost + 15%	Cost + 15%	Cost + 15%
CS-2	Materials, supplies and rentals, not a listed item and no subcontract	Cost + 10%	Cost + 10%	Cost + 10%

<u>ITEM</u>	<u>CATEGORY</u>	<u>UNITS</u>	<u>Current Rates</u>	<u>Proposed 2025 Rates</u>
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NOTES:

- (1) Prices will be evaluated and adjusted annually on or about July 1st, in consideration of CPI and other indexes.
- (2) DES shall determine whether to pay the purchase price or the use/rental cost for an item used on any assignment.
- (3) Assumes that any large quantity of soil will be disposed as bulk wastes, 5 drums or less is considered as small quantity for this rate.
- (4) The Marine Laborer hourly rate will be applied to IR Service personnel that are used for boom deployment exercises, DES boat orientation, and joint-agency spill exercises.
- (5) Assumes mixtures are recycled and reused.
- (6) Assumes mixtures are incinerated including tanker rinse waters.
- (7) The listed rate is for reusable suits with decontamination and examination/testing by a safety professional. When extensive contamination is expected may consider using disposable suits and with compensation for additional cost.
- (8) Supplemental Level D PPE based on site conditions that warrant additional worker protection. Standard Level D worker protection is built into existing labor rates.
- (9) Surcharges for off-spec loads are approved by DES on an individual case basis and include supplemental charges for high moisture content, minimum loads (<5 tons) and high organics content that are billed per project, and not on a per ton basis.
- (10) Per Diem rates shall be based on the New Hampshire GSA rates found at the U.S. General Services Administration website: <https://www.gsa.gov/travel/plan-book/per-diem-rates>

**CLEAN HARBORS ENVIRONMENTAL SERVICES,
INC.**

("THE COMPANY")

CONSENT VOTE OF THE DIRECTORS

January 31, 2025

The undersigned, being all the Directors of the "Company", hereby consent to the adoption of the following resolution:

Resolved: The persons whose names appear on the "Signature Authority Table" attached hereto as Exhibit A, are authorized by the Board of Directors of the Company to execute bids, tenders, contracts and changes thereto, as well as all related documents with the following bodies: public or private corporations, governments, municipalities, metropolitan communities and State companies, for the purpose of providing services within the Company's normal operations. Such authority shall be in accordance with any limitations set forth on Exhibit A.

Resolved: That the President, Secretary or Assistant Secretary of the Company may designate an employee of the Company to execute bids, tenders, contracts and changes thereto, as well as all related documents with the following bodies: public or private corporations, governments, municipalities, metropolitan communities and State companies, for the purpose of providing services within the Company's normal operations. The President is authorized to amend Exhibit "A" to fill vacancies or to address changes in personnel or operations.

Resolved: That the Secretary or any Assistant Secretary of the Company is hereby authorized on behalf of the Company to certify as to who are the officers of the Company and to the due authority of any officer or other person executing any of the foregoing documents or any other documents on behalf of the Company, and any governmental official or other third party shall be entitled to fully rely on any such certification.

IN WITNESS WHEREOF the undersigned hereunto sets his hand and seal as of the date first above written.

DocuSigned by:

1F87925D88DC4EE
Eric Dugas, Director

Signed by:

FFABAE4EEC08491
Jeroen Diderich, Director

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 CLEAN HARBORS ENVIRONMENTAL SERVICES, INC. is a Massachusetts Profit Corporation registered to transact business in New Hampshire on April 20, 1987. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 110515

Certificate Number: 0007165774



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 22nd day of April A.D. 2025.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State



ADDITIONAL REMARKS SCHEDULE

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

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

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

It is further agreed that the General Liability, Contractor's Pollution Liability and Auto Liability shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by Additional insured.

It is understood and agreed that the company waives its right of subrogation which may arise by reason of a payment of claim under the General Liability, Contractor's Pollution Liability, Auto Liability and Worker's Compensation policy as required by written contract where allowed by state law.

Umbrella is excess of the General Liability, Auto Liability, and Employer's Liability.

INSURER AFFORDING COVERAGE: Starr Indemnity & Liability Company NAIC#: 38318
 POLICY NUMBER: 1000005138 (MA, FL) EFF DATE: 11/01/2024 EXP DATE: 11/01/2025

SUBROGATION WAIVED: Y

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Workers Compensation & Employers Liability Per Statute	E.L. EACH ACCIDENT	\$2,000,000
	E.L. DISEASE - EA EMP	\$2,000,000
	E.L. DISEASE-POL LMT	\$2,000,000

INSURER AFFORDING COVERAGE: Starr Indemnity & Liability Company NAIC#: 38318
 POLICY NUMBER: 1000679513241 EFF DATE: 11/01/2024 EXP DATE: 11/01/2025

ADDITIONAL INSURED: Y
 SUBROGATION WAIVED: Y

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Auto Liability (MA) Any Auto, Owned Autos only, Hired Autos only, Non-owned Autos only	CSL (Ea accident) MCS-90	\$5,000,000



ADDITIONAL REMARKS SCHEDULE

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

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

INSURER AFFORDING COVERAGE: ACE American Insurance Company NAIC#: 22667
 POLICY NUMBER: COO - G27416603 010 EFF DATE: 11/01/2024 EXP DATE: 11/01/2025

ADDITIONAL INSURED: Y
 SUBROGATION WAIVED: Y

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Contractor's Pollution Liability	Per Poll'n Condition	\$10,000,000
	Aggregate Limit	\$10,000,000
	SIR	\$250,000

INSURER AFFORDING COVERAGE: ACE American Insurance Company NAIC#: 22667
 POLICY NUMBER: COO - G27416603 010 EFF DATE: 11/01/2024 EXP DATE: 11/01/2025

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Professional Liability	Per Wrongful Act	\$10,000,000
	Aggregate Limit	\$10,000,000
	SIR	\$250,000

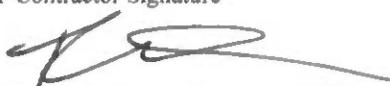
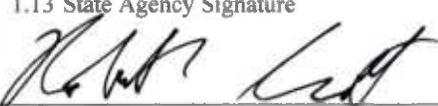
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive, PO Box 95, Concord, NH 03302	
1.3 Contractor Name Green Site Services Group, Inc.		1.4 Contractor Address 25 Forge Parkway, Franklin, MA 02038	
1.5 Contractor Phone Number (855) 977-2020	1.6 Account Unit and Class 03-44-44-444 010-1400	1.7 Completion Date 6/30/2029	1.8 Price Limitation 300,000
1.9 Contracting Officer for State Agency William Gardner Warr		1.10 State Agency Telephone Number (603) 271-3440	
1.11 Contractor Signature  Date: 6/3/25		1.12 Name and Title of Contractor Signatory Thomas Clark, Vice President	
1.13 State Agency Signature  Date: 6/9/25		1.14 Name and Title of State Agency Signatory Robert R. Scott, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 6/9/2025			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials TC
 Date 6/2/25

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.

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 R
Date 6/25/1

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 R
Date 6/2/25

EXHIBIT A

Special Provisions

1. The Contractor shall maintain records of all work assignments in accordance with standard accounting practices and Department rules for technical reporting. Records shall be maintained for a period of seven (7) years following completion of a work assignment. The Contractor shall make all records available for audit and provide copies as required by the State. The records shall be retained in a manner that protects them from water, fire and vandalism. At the end of the retention period, the Contractor shall offer the records to the State. If the State declines to accept the records, the records become the property of the Contractor.
2. The State shall obtain necessary rights-of-way, land easements, building entry, dock access, and any other access agreement necessary to fulfill the requirements of this Contract. The Contractor shall not enter upon or cross over private property unless the State has secured access or entry by legal or emergency authorization.
3. The State reserves the right to terminate any Contractor who fails to meet the Performance Standards, is found brokering a work assignment to another Contractor, and/or to unqualified subcontractors. The NHDES shall limit the future assignment of work to Contractors that are found to be non-responsive and inefficient in their efforts to complete assignments that are under inspection by State officials.

Initials: R

Date: 6/2/25

EXHIBIT B

Scope of Work

1. The State has contracted separately with Clean Harbors Environmental Services Inc., NRC East Environmental Services Inc., Green Site Services Group, Inc. and Boston Green Fuel Co, Inc. Each Contractor shall furnish all necessary labor, materials, goods, equipment, services and facilities to perform comprehensive contaminated site cleanup, spill response, planned remediation, spill prevention and other services at various locations as requested by the State.
2. All work shall be performed in accordance with the Department of Environmental Services ("Department") document titled; FY 2026 – FY 2029 Contaminated Site Response & Cleanup Contract Performance Standards ("Performance Standards"), incorporated herein by reference. The work includes the following response, remediation and prevention categories:
 - 1) On-Premise-Use Heating Oil Spills
 - 2) Planned Remediation at Contaminated Sites
 - 3) Removal of Underground and Aboveground Storage Tanks
 - 4) Motor Vehicle Accidents
 - 5) Containment, Transportation and Disposal of Unknown Wastes
 - 6) Solid Waste and Hazardous Material Incidents
 - 7) Recovery of Submerged Petroleum Powered Vehicles or Petroleum Containers
 - 8) Response to Oil Spills in Swift Water Environments
 - 9) Clandestine Drug Labs
 - 10) Incident Command System Operations, Terrorist Incidents, and Disaster Response
3. The State shall assign work to each Contractor in accordance with the protocol in the Performance Standards. The State makes no guarantee of a minimum or maximum amount of work assigned to each Contractor.

Initials: R

Date: 6/2/25

EXHIBIT C

Contract Price and Payment Method

1. The total amount of all payments to this Contractor for this contract shall not exceed Three Hundred Thousand dollars (\$300,000). The breakdown of state funds is as follows:

Green Site Services Group, Inc.					
ORG.	FY 2026	FY 2027	FY 2028	FY 2029	TOTAL
1400	\$75,000	\$75,000	\$75,000	\$75,000	\$300,000
5392	\$0	\$0	\$0	\$0	\$0
8893	\$0	\$0	\$0	\$0	\$0
7603	\$0	\$0	\$0	\$0	\$0
TOTALS:	\$75,000	\$75,000	\$75,000	\$75,000	\$300,000

2. Payment for each work assignment shall be based upon the items, not-to-exceed unit prices and not-to-exceed labor rates provided in the Exhibit C-1: Price Schedule, agreed-to by the State and the Contractors. For any special items not included in the Price Schedule, the Contractor shall be paid the invoiced cost for the service or goods provided, as agreed-to in advance, by the State and the Contractor.
3. The Contractor may include percentage-based "markup" charges to cover handling costs, subcontractor administration and insurance for certain service categories at the not-to-exceed rates provided in the Price Schedule. Such charges shall not be used for profit, but shall be full compensation to the Contractor for handling costs, subcontractor administration, and insurance.
4. For the initial Contract year, the Department shall establish the items, unit prices, labor rates, rates for handling costs, subcontractor administration, and insurance provided in the Price Schedule. For subsequent years, and at its discretion, the Department may add new items to the Price Schedule and adjust the unit prices and rates in consideration of market conditions and with Contractor input. However, the total value of each contract shall not be increased without Governor and Council approval.
5. The Contractor shall submit payment requests in accordance with the Performance Standards. The Department shall review invoices for completeness and compliance with the contract terms and shall return invoices found to be incomplete or inaccurate, or mark-down prices. Payment for completed work shall be contingent upon Department approval of invoices based on verification of conformance with the contract terms.

Initials: _____

Date: _____

TC
6/2/25

EXHIBIT C-1: PRICE SCHEDULE

IR CONTRACT - CONTAMINATED SITE RESPONSE AND CLEANUP CONTRACT

Contract Period - July 1, 2025 - June 30, 2029

<u>ITEM</u>	<u>CATEGORY</u>	<u>UNITS</u>	<u>Current Rates</u>	<u>Proposed 2025 Rates</u>
Item #	Labor			
L-1	Site Supervisor	Hour	\$110.00	115.00
L-2	Foreman	Hour	\$85.00	95.00
L-3	Technician	Hour	\$65.00	75.00
L-4	Field Chemist	Hour	\$85.00	110.00
L-5	Marine Laborer (4)	Hour	\$65.00	75.00
L-6	Boat Operator	Hour	\$69.00	95.00
L-7	Equipment Operator / Truck Driver	Hour	\$75.00	85.00
L-8	Licensed Plumber	Hour	Cost + 15%	Cost + 15%
L-9	Licensed Electrician	Hour	Cost + 15%	Cost + 15%
L-10	Per Diem (10)	Person/day	GSA Rate	GSA Rate
L-11	Overtime Premium (workday hours >10/day; & weekend hours)	Hour	1.5 X Labor Rate	1.5 X Labor Rate
L-12	Police Detail	Hour	Cost + 10%	Cost + 10%
Item #	Health and Safety			
HS-1	Level A PPE (7)	Day/person	\$330.00	400.00
HS-2	Level B PPE	Day/person	\$195.00	250.00
HS-3	Level C PPE	Day/person	\$95.00	125.00
HS-4	Level D - Supplemental PPE (8)	Day/person	\$40.00	45.00
Item #	Vehicles			
V-1	Automobiles, 2-wheel and 4-wheel drive	Mile	IRS Rate	IRS Rate
V-2	Pickup Truck	Half-Day	\$100.00	110.00
V-3	Work/Utility Truck (Non-Emergency)	Half-Day	\$180.00	190.00
Item #	Vehicles & Trailers			
VT-1	Fully equipped Emergency Response Trailer	Half-Day	\$165.00	175.00
VT-2	Fully equipped Emergency Response Van	Half-Day	\$175.00	185.00
VT-3	Rack Truck	Half-Day	\$192.00	225.00
VT-4	Transport Tankers, 3000 gallon minimum	Half-Day	\$220.00	230.00
VT-5	Dump Truck, diesel, 5-6 cyd	Half-Day	\$250.00	275.00
VT-6	Dump Truck, diesel, 22-24 cyd	Half-Day	\$255.00	300.00
VT-7	Vacuum truck	Hour	\$90.00	110.00
VT-8	Vacuum truck - Stainless Steel	Hour	99.00	125.00
VT-9	Box Truck	Half-Day	\$210.00	240.00
VT-10	Lowboy trailer with tractor	Hour	\$138.00	145.00
VT-11	Roll-Off/Frac Tank Trailer or Truck	Hour	\$90.00	125.00
VT-12	Flat Bed Trailers	Half-Day	\$125.00	150.00
VT-13	Bobcat attachments	Half-Day	\$175.00	185.00

Initials R
Date 6/2/25

ITEM	CATEGORY	UNITS	Current Rates	Proposed 2025 Rates
Item #	Excavating & Loading			
EL-1	Backhoe Loader, 4WD	Half-Day	\$340.00	360.00
EL-2	Mini-Excavator, 10,000 lb, hydraulic	Half-Day	\$255.00	275.00
EL-3	Excavator - 40,000 lb, hydraulic	Half-Day	\$655.00	700.00
EL-4	Excavator - 60,000 lb, hydraulic	Half-Day	\$975.00	1,000.00
EL-5	Bobcat Loader- 1,500 lb, skidsteer WHEELED	Half-Day	\$210.00	250.00
EL-6	Loader - 3 cy bucket, 4WD, diesel	Half-Day	\$440.00	455.00
EL-7	Vactor Truck	Hour	\$140.00	175.00
EL-8	Vactor Hose, 6 in. diameter	Foot	\$3.50	4.00
EL-9	Pump Truck	Day	Cost +15%	Cost +15%
EL-10	Common Backfill	Ton	Cost + 10%	Cost + 10%
EL-11	Gravel/crushed stone	Ton	Cost + 10%	Cost + 10%
EL-12	Flowable Fill	Cubic Yard	Cost + 10%	Cost + 10%
EL-13	Loam	Cubic Yard or Ton	Cost + 10%	Cost + 10%
EL-14	Grass seed	Pound	Cost + 10%	Cost + 10%
Item #	Absorbents, Cleaning, & Containment (2)			
ACC-1	6 mil poly roll 100'x20'	Each	150.00	185.00
ACC-2	Containment boom, up to 18"	Foot	1.90	3.50
ACC-3	Containment boom, up to 37"	Foot	2.00	3.75
ACC-4	Sorbent pads, 15"x19"x3/16", 100 per bale	Bale	100.00	115.00
ACC-5	Sorbent boom 10'x5" diam., 4 per bale	Bale	115.00	125.00
ACC-6	Speedi-dry, 50lb. bag	Bag	17.00	20.00
ACC-7	Polyethylene bags, 38" x 60", 4 mil	Bag	2.00	2.05
ACC-8	Degreaser - Biodegradable Surfactant	Gallon	28.00	30.00
Item #	Containers			
C-1	Storage tank (1,000-2,500 gallon)	Half-Day	\$22.00	25.00
C-2	Storage tank (5,000-7,500 gallon)	Half-Day	\$22.00	25.00
C-3	Storage tank (Frac-20,000-gallon)	Half-Day	\$35.00	40.00
C-4	Roll-Off Container, 10 c.y.	Half-Day	\$11.00	15.00
C-5	Roll-Off Container, 20 c.y.	Half-Day	\$16.00	20.00
C-6	Roll-Off Container, 30 c.y.	Half-Day	\$22.00	25.00
C-7	Roll-Off Liner, all sizes	Each	\$95.00	115.00
C-8	Drums, 55 gallon Type 17E, closed head	Each	\$65.00	75.00
C-9	Drums - 55 gallon 17H, open head	Each	\$65.00	75.00
C-10	Drums, 25M, poly, 55 gallon	Each	\$80.00	80.00
C-11	Drums, 17E, poly, 30 gallon	Each	\$69.00	75.00
C-12	Drums, 17H, poly, 30 gallon	Each	\$94.00	95.00
C-13	1 CuYd Box	Each	\$150.00	175.00
C-14	Pails, poly, 5 gallon	Each	\$15.00	20.00
C-15	Overpack drums, 1A2/X427/S, 85 gallon, steel	Each	\$210.00	300.00
C-16	Overpack drums, 1H2/X340/S, 90 gallon, poly	Each	\$400.00	450.00

ITEM		CATEGORY	UNITS	Current Rates	Proposed 2025 Rates
Item #		Pumps			
P-1	Drum vacuum pump		Half-Day	\$60.00	75.00
P-2	Pump, pneumatic diaphragm, 1.5 in. to 3 in. discharge		Half-Day	\$70.00	70.00
P-3	Pump, electric centrifugal, 1.5 in. to 3 in. discharge		Half-Day	\$55.00	55.00
P-4	Pump, trash, 2 in. to 4 in. discharge		Half-Day	\$127.00	130.00
Item #		Tools & Equipment (2)			
TE-1	Transit or level, tripod, rod, and tape		Half-Day	\$50.00	50.00
TE-2	Blower/exhaust fan, explosion proof 5,000 CFM		Half-Day	\$45.00	45.00
TE-3	Blower/exhaust fan, explosion proof 5,000 CFM		Week	\$192.00	200.00
TE-4	Blower/exhaust fan, explosion proof 1,570 CFM		Half-Day	\$30.00	30.00
TE-5	Blower/exhaust fan, explosion proof 1,570 CFM		Week	\$120.00	200.00
TE-6	Charcoal Scrubber Treatment		Week	Cost + 15%	Cost + 15%
TE-7	Compactor - walk behind 20 x 28" vibrating plate type		Half-Day	\$105.00	115.00
TE-8	Compactor - double drum type		Half-Day	\$200.00	200.00
TE-9	Air Compressor 125/175 psi		Half-Day	\$115.00	125.00
TE-10	Concrete Saw with blade		Day	\$280.00	300.00
TE-11	Concrete Saw Blade		Each	Cost + 10%	Cost + 10%
TE-12	Concrete corer - 6" to 8" diameter		Half-Day	\$102.00	115.00
TE-13	Generator, up to 5000 watt		Half-Day	\$80.00	100.00
TE-14	Jackhammer with bit and hose		Half-Day	\$55.00	60.00
TE-15	Skimmer - Duckbill, Slurp, Swiss		Half-Day	\$40.00	40.00
TE-16	Water Blaster - up to 3,000 psi		Half-Day	\$65.00	75.00
TE-17	Steam Cleaner - 800 psi		Half-Day	\$115.00	125.00
TE-18	Reciprocating saw, electric or pneumatic w/ blades		Half-Day	\$40.00	65.00
TE-19	Light tower w/generator		Half-Day	\$138.00	145.00
TE-20	Portable floodlight		Half-Day	\$40.00	65.00
TE-21	Chain Saw, gas or electric, all sizes		Half-Day	\$40.00	45.00
TE-22	Rotary percussion drill, electric or pneumatic, 1/2" to 3/4"		Half-Day	\$50.00	55.00
TE-23	All other powered hand tools		Half-Day	\$28.00	35.00
TE-24	Traffic Signs Package		Incident	\$130.00	140.00
TE-25	Heat Blanket		Day	\$30.00	30.00
TE-26	Glycol Heater		Day	\$800.00	900.00
TE-27	HEPA Vacuum, wet/dry		Half-Day	\$60.00	65.00
TE-28	Mercury Vacuum		Half-Day	\$95.00	250.00
TE-29	Duct Tape		Roll	\$14.00	15.00
Item #		Marine			
M-1	Row Boat (Emerg. Trailer/Van) w/ motor		Day	\$110.00	120.00
M-2	Work Boat, up to 16 foot		Day	\$550.00	550.00
M-3	Work/Tow Boat, 17 to 26 foot		Day	\$850.00	900.00
M-4	Boom Boat, 23 to 35 foot		Day	\$1,320.00	1,500.00
M-5	Response/Tow Boat, >24 feet		Day	\$1,490.00	1,500.00

ITEM	CATEGORY	UNITS	Current Rates	Proposed 2025 Rates
Item #	Disposal & Treatment			
DT-1a (5)	Bulk Liquid Disposal (gasoline/water), FP ≤ 140° F, < 1000 gal.	Gallon	3.25	3.75
DT-1b (5)	Bulk Liquid Disposal (gasoline/water), FP > 140° F	Gallon	0.95	1.10
DT-1c (6)	Bulk Liquid Disposal (gasoline/water), FP > 140° F for incineration	Gallon	3.25	3.75
DT-2 (5)	Bulk Liquid Disposal (fuel oil/water)	Gallon	0.75	0.95
DT-3	Bulk Liquid Disposal (Heavy Oil/water)	Gallon	1.20	1.50
DT-4	Mixed Liquid Disposal (gasoline/water)	Drum	300.00	350.00
DT-5	Gasoline-Contaminated Debris In Drums (Hazardous)	Drum	310.00	375.00
DT-6	Oil-Contaminated Debris In Drums (Non-Hazardous)	Drum	140.00	155.00
DT-7	Mixed Liquid Disposal (fuel oil/water)	Drum	155.00	180.00
DT-8	Oily Debris Disposal In Bags	Bag	36.00	40.00
DT-9	Bulk Oily Debris Disposal	Ton	Cost + 15%	Cost + 15%
DT-10	VPC Soil - Thermal Treatment or Landfill Disposal < 50 tons	Ton	Cost + 15%	Cost + 15%
DT-11	VPC Soil - Thermal Treatment or Landfill Disposal > 50 tons	Ton	Minimum 2 Quotes required	Minimum 2 Quotes required
DT-12	VPC Soil - Off-Spec Load Expense (9)	Load	Cost + 15%	Cost + 15%
DT-13	VPC Soil (small quantities in drums) (3)	Drum	140.00	180.00
DT-14	VPC Soil - Semi-Solids (small quantities in drums) (3)	Drum	--	200.00
DT-15	Transport of VPC Soil	Ton	Cost + 15%	Cost + 15%
DT-16	Other Petroleum wastes	T-packs	Minimum 2 Quotes required	Minimum 2 Quotes required
DT-17	Bulk Liquid Disposal (hazardous waste)	Gallon	Minimum 2 Quotes required	Minimum 2 Quotes required
DT-18	Other Hazardous waste	T-packs	Minimum 2 Quotes required	Minimum 2 Quotes required
DT-19	E-Manifest Service	Event	\$25.00	30.00

ITEM	CATEGORY	UNITS	Current Rates	Proposed 2025 Rates
Item #	Hazardous/Petroleum Storage Tank Removals			
TANK-1	Tank closure, materials disposal and site restoration	By Quote	Project-specific Quote Required	Project-specific Quote Required
Item #	Meters – Detectors			
MD-1	Photoionization detector (PID)	Day	110.00	110.00
MD-2	Flameionization detector (FID)	Day	121.00	125.00
MD-3	Water level meter	Day	20.00	20.00
MD-4	Oil/Water Interface probe	Day	33.00	35.00
MD-5	Metal detector	Day	22.00	25.00
MD-6	Multi-Gas Meter (VOCs, LEL, O ₂)	Day	132.00	135.00
MD-7	Drager/Synsidyne (plus tubes)	Day	\$30 + tubes (Cost + 15%)	\$30 + tubes (Cost + 15%)
MD-8	Mercury Vapor Analyzer (Jerome Meter)	Day	138.00	200.00
MD-9	Unknown Hazardous Waste Field ID Kit	Day	193.00	200.00
MD-10	Unknown Compressed Gas Field ID Kit	Day	193.00	200.00
Item #	Sampling Equipment and Supplies			
S-1	Disposable bailers	Each	15.00	15.00
S-2	Encore™ sample container for use with sampling Method 5035	Each	11.00	12.00
S-3	Field Supplies	Day	33.00	40.00
S-4	Groundwater sampling filter	Each	27.00	30.00
S-5	Groundwater sampling pump	Day	51.00	55.00
Item #	Laboratory Analysis			
LA-1	Various methodologies as appropriate, including 24-hour turnaround if requested by DES	Each	DES-Approved Rate + 15%	DES-Approved Rate + 15%
Item #	Subcontractor Markup, Fuel Cost Adjustment & Other Multipliers			
CS-1	Subcontract services per Section O, Specifications.	Cost + 15%	Cost + 15%	Cost + 15%
CS-2	Materials, supplies and rentals, not a listed item and no subcontract	Cost + 10%	Cost + 10%	Cost + 10%

<u>ITEM</u>	<u>CATEGORY</u>	<u>UNITS</u>	<u>Current Rates</u>	<u>Proposed 2025 Rates</u>
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NOTES:

- (1) Prices will be evaluated and adjusted annually on or about July 1st, in consideration of CPI and other indexes.
- (2) DES shall determine whether to pay the purchase price or the use/rental cost for an item used on any assignment.
- (3) Assumes that any large quantity of soil will be disposed as bulk wastes, 5 drums or less is considered as small quantity for this rate.
- (4) The Marine Laborer hourly rate will be applied to IR Service personnel that are used for boom deployment exercises, DES boat orientation, and joint-agency spill exercises.
- (5) Assumes mixtures are recycled and reused.
- (6) Assumes mixtures are incinerated including tanker rinse waters.
- (7) The listed rate is for reusable suits with decontamination and examination/testing by a safety professional. When extensive contamination is expected may consider using disposable suits and with compensation for additional cost.
- (8) Supplemental Level D PPE based on site conditions that warrant additional worker protection. Standard Level D worker protection is built into existing labor rates.
- (9) Surcharges for off-spec loads are approved by DES on an individual case basis and include supplemental charges for high moisture content, minimum loads (<5 tons) and high organics content that are billed per project, and not on a per ton basis.
- (10) Per Diem rates shall be based on the New Hampshire GSA rates found at the U.S. General Services Administration website: <https://www.gsa.gov/travel/plan-book/per-diem-rates>



The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner



PART I – COMMITMENT TO CONTRACT PRICE SCHEDULE

_____ agrees to perform and invoice all work assignments in accordance with
Company name
the Price Schedule provided by NHDES for each contract period beginning on or about July through June each State Fiscal Year (FY). NHDES shall consider an update and provide a new contract Price Schedule each FY based on annual regional cost indices, consumer price percentages, fair market values, and contracting necessities relevant to the industry. If economic conditions justify an update to the Price Schedule, it shall be provided to each Contractor before the beginning of the next FY.

Authorized Signature

6/3/25
Date

PART II – COMMITMENT TO PERFORMANCE STANDARDS

_____ agrees to respond to and perform all work assignments in accordance
Company name
with FY 2026 – FY 2029 Contaminated Site Response and Cleanup Contract Performance Standards (Standards) provided by NHDES to each Contractor. Each Contractor shall perform all activities and tasks approved by NHDES for each assignment in accordance with the Standards, and invoice NHDES in accordance with eligibility determinations on hours, rates, and price limitations and supply required cost details for payment of eligible costs. NHDES shall make the final ruling on total compensation for every invoice under this contract.

Authorized Signature

6/3/25
Date

CERTIFICATE OF VOTE
(to be filed if Contractor is a Corporation)

I, Matthew Clark - President, hereby certify that I am the duly qualified and acting Secretary of
(Secretary of Corporation)
Green Site Services Group, Inc. and I further certify that a meeting of the Directors of said company,
(Name of Corporation)
duly called and held on 11/19/2024, at which all members were present and voting, the
(Date of Meeting)
following vote was unanimously passed:

VOTED: To authorize and empower

Thomas Clark, Vice President

Anyone acting singly, to execute Forms of General Bid, Contracts or Bonds on behalf of the Corporation.

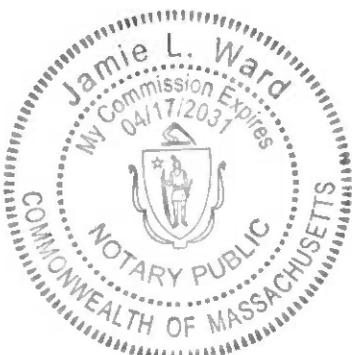
I further certify that the above vote is still in effect and has not been changed or modified in any respect.

By: Matthew C. Clark Matthew Clark - President
(Secretary of Corporation)

A True Copy:

Attest: Jamie L. Ward
(Notary Public)

My Commission Expires: April 17, 2031
(Date)



05/16/2023

00 52 00-4

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 GREEN SITE SERVICES GROUP, INC. is a Massachusetts Profit Corporation registered to transact business in New Hampshire on June 29, 2021. 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: 875059

Certificate Number: 0007155410



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 10th day of April A.D. 2025.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State



GREESIT-01

DDELEO

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/10/2025

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 AssuredPartners New England, Inc. 10 Commerce Way #3 Raynham, MA 02767	CONTACT NAME: Denise DeLeo	
	PHONE (A/C, No, Ext): (508) 506-5533	FAX (A/C, No): (508) 506-5533
E-MAIL ADDRESS: Denise.Deleo@AssuredPartners.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Nautilus Insurance Company		17370
INSURED Green Site Services Group, Inc. 25 Forge Parkway Franklin, MA 02038	INSURER B: Great Divide Ins. Co.	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

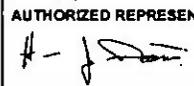
COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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	ADDSUBR INSR WVD	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"/> Ded \$10,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	ECP2022949-17	6/27/2024	6/27/2025	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
						MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY MCS90 Filing <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY MM9955 Pollution	X	MAA2033782-14	6/27/2024	6/27/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X	FFX2022950-17	6/27/2024	6/27/2025	EACH OCCURRENCE	\$ 6,000,000
						AGGREGATE	\$ 6,000,000
							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WCA2029363-15	6/24/2024	6/24/2025	<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
A	Contractor Pollution		ECP2022949-17	6/27/2024	6/27/2025	\$1M; \$10K Ded	1,000,000
A	Professional Liab		ECP2022949-17	6/27/2024	6/27/2025	\$1M - \$10k ded	1,000,000

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

Certificate holder is included as additional insured when required by written contract, per the terms, conditions and exclusions of the referenced General Liability, Auto Liability, and Excess Liability policies.

CERTIFICATE HOLDER New Hampshire Dept 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 

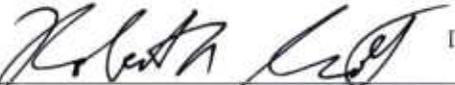
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive, PO Box 95, Concord, NH 03302	
1.3 Contractor Name NRC East Environmental Services, Inc.		1.4 Contractor Address 60 West Road, Portsmouth, NH 03801	
1.5 Contractor Phone Number (603) 410-1150	1.6 Account Unit and Class 03-44-44-444/10-1400, 5392, and 8893-102-500731	1.7 Completion Date 6/30/2029	1.8 Price Limitation 380,000
1.9 Contracting Officer for State Agency William Gardner Warr		1.10 State Agency Telephone Number (603) 271-3440	
1.11 Contractor Signature  Date: 4/18/25		1.12 Name and Title of Contractor Signatory Kevin O'Neil, Area Vice President	
1.13 State Agency Signature  Date: 6/9/25		1.14 Name and Title of State Agency Signatory Robert R. Scott, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 6/9/2025			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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.

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.

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.

EXHIBIT A

Special Provisions

1. The Contractor shall maintain records of all work assignments in accordance with standard accounting practices and Department rules for technical reporting. Records shall be maintained for a period of seven (7) years following completion of a work assignment. The Contractor shall make all records available for audit and provide copies as required by the State. The records shall be retained in a manner that protects them from water, fire and vandalism. At the end of the retention period, the Contractor shall offer the records to the State. If the State declines to accept the records, the records become the property of the Contractor.
2. The State shall obtain necessary rights-of-way, land easements, building entry, dock access, and any other access agreement necessary to fulfill the requirements of this Contract. The Contractor shall not enter upon or cross over private property unless the State has secured access or entry by legal or emergency authorization.
3. The State reserves the right to terminate any Contractor who fails to meet the Performance Standards, is found brokering a work assignment to another Contractor, and/or to unqualified subcontractors. The NHDES shall limit the future assignment of work to Contractors that are found to be non-responsive and inefficient in their efforts to complete assignments that are under inspection by State officials.

Initials: KO
Date: 4/18/25

EXHIBIT B

Scope of Work

1. The State has contracted separately with Clean Harbors Environmental Services Inc., NRC East Environmental Services Inc., Green Site Services Group, Inc. and Boston Green Fuel Co, Inc. Each Contractor shall furnish all necessary labor, materials, goods, equipment, services and facilities to perform comprehensive contaminated site cleanup, spill response, planned remediation, spill prevention and other services at various locations as requested by the State.
2. All work shall be performed in accordance with the Department of Environmental Services ("Department") document titled; FY 2026 – FY 2029 Contaminated Site Response & Cleanup Contract Performance Standards ("Performance Standards"), incorporated herein by reference. The work includes the following response, remediation and prevention categories:
 - 1) On-Premise-Use Heating Oil Spills
 - 2) Planned Remediation at Contaminated Sites
 - 3) Removal of Underground and Aboveground Storage Tanks
 - 4) Motor Vehicle Accidents
 - 5) Containment, Transportation and Disposal of Unknown Wastes
 - 6) Solid Waste and Hazardous Material Incidents
 - 7) Recovery of Submerged Petroleum Powered Vehicles or Petroleum Containers
 - 8) Response to Oil Spills in Swift Water Environments
 - 9) Clandestine Drug Labs
 - 10) Incident Command System Operations, Terrorist Incidents, and Disaster Response
3. The State shall assign work to each Contractor in accordance with the protocol in the Performance Standards. The State makes no guarantee of a minimum or maximum amount of work assigned to each Contractor.

Initials: KP
Date: 4/18/25

EXHIBIT C

Contract Price and Payment Method

1. The total amount of all payments to this Contractor for this contract shall not exceed Three Hundred Eighty Thousand dollars (\$380,000). The breakdown of state funds is as follows:

NRC East Environmental Services Inc.					
ORG.	FY 2026	FY 2027	FY 2028	FY 2029	TOTAL
1400	\$75,000	\$75,000	\$75,000	\$75,000	\$300,000
5392	\$20,000	\$20,000	\$20,000	\$20,000	\$80,000
8893	\$0	\$0	\$0	\$0	\$0
7603	\$0	\$0	\$0	\$0	\$0
TOTALS:	\$95,000	\$95,000	\$95,000	\$95,000	\$380,000

2. Payment for each work assignment shall be based upon the items, not-to-exceed unit prices and not-to-exceed labor rates provided in the Exhibit C-1: Price Schedule, agreed-to by the State and the Contractors. For any special items not included in the Price Schedule, the Contractor shall be paid the invoiced cost for the service or goods provided, as agreed-to in advance, by the State and the Contractor.
3. The Contractor may include percentage-based "markup" charges to cover handling costs, subcontractor administration and insurance for certain service categories at the not-to-exceed rates provided in the Price Schedule. Such charges shall not be used for profit, but shall be full compensation to the Contractor for handling costs, subcontractor administration, and insurance.
4. For the initial Contract year, the Department shall establish the items, unit prices, labor rates, rates for handling costs, subcontractor administration, and insurance provided in the Price Schedule. For subsequent years, and at its discretion, the Department may add new items to the Price Schedule and adjust the unit prices and rates in consideration of market conditions and with Contractor input. However, the total value of each contract shall not be increased without Governor and Council approval.
5. The Contractor shall submit payment requests in accordance with the Performance Standards. The Department shall review invoices for completeness and compliance with the contract terms and shall return invoices found to be incomplete or inaccurate, or mark-down prices. Payment for completed work shall be contingent upon Department approval of invoices based on verification of conformance with the contract terms.

Initials: BO
Date: 4/18/25

EXHIBIT C-1: PRICE SCHEDULE

IR CONTRACT - CONTAMINATED SITE RESPONSE AND CLEANUP CONTRACT

Contract Period - July 1, 2025 - June 30, 2029

ITEM		CATEGORY	UNITS	Current Rates	Proposed 2025 Rates
Item #	Labor				
L-1	Site Supervisor		Hour	\$110.00	115.00
L-2	Foreman		Hour	\$85.00	95.00
L-3	Technician		Hour	\$65.00	75.00
L-4	Field Chemist		Hour	\$85.00	110.00
L-5	Marine Laborer (4)		Hour	\$65.00	75.00
L-6	Boat Operator		Hour	\$69.00	95.00
L-7	Equipment Operator / Truck Driver		Hour	\$75.00	85.00
L-8	Licensed Plumber		Hour	Cost + 15%	Cost + 15%
L-9	Licensed Electrician		Hour	Cost + 15%	Cost + 15%
L-10	Per Diem (10)		Person/day	GSA Rate	GSA Rate
L-11	Overtime Premium (workday hours >10/day; & weekend hours)		Hour	1.5 X Labor Rate	1.5 X Labor Rate
L-12	Police Detail		Hour	Cost + 10%	Cost + 10%
Item #	Health and Safety				
HS-1	Level A PPE (7)		Day/person	\$330.00	400.00
HS-2	Level B PPE		Day/person	\$195.00	250.00
HS-3	Level C PPE		Day/person	\$95.00	125.00
HS-4	Level D - Supplemental PPE (8)		Day/person	\$40.00	45.00
Item #	Vehicles				
V-1	Automobiles, 2-wheel and 4-wheel drive		Mile	IRS Rate	IRS Rate
V-2	Pickup Truck		Half-Day	\$100.00	110.00
V-3	Work/Utility Truck (Non-Emergency)		Half-Day	\$180.00	190.00
Item #	Vehicles & Trailers				
VT-1	Fully equipped Emergency Response Trailer		Half-Day	\$165.00	175.00
VT-2	Fully equipped Emergency Response Van		Half-Day	\$175.00	185.00
VT-3	Rack Truck		Half-Day	\$192.00	225.00
VT-4	Transport Tankers, 3000 gallon minimum		Half-Day	\$220.00	230.00
VT-5	Dump Truck, diesel, 5-6 cyd		Half-Day	\$250.00	275.00
VT-6	Dump Truck, diesel, 22-24 cyd		Half-Day	\$255.00	300.00
VT-7	Vacuum truck		Hour	\$90.00	110.00
VT-8	Vacuum truck - Stainless Steel		Hour	99.00	125.00
VT-9	Box Truck		Half-Day	\$210.00	240.00
VT-10	Lowboy trailer with tractor		Hour	\$138.00	145.00
VT-11	Roll-Off/Frac Tank Trailer or Truck		Hour	\$90.00	125.00
VT-12	Flat Bed Trailers		Half-Day	\$125.00	150.00
VT-13	Bobcat attachments		Half-Day	\$175.00	185.00

ITEM	CATEGORY	UNITS	Current Rates	Proposed 2025 Rates
Item #	Excavating & Loading			
EL-1	Backhoe Loader, 4WD	Half-Day	\$340.00	360.00
EL-2	Mini-Excavator, 10,000 lb, hydraulic	Half-Day	\$255.00	275.00
EL-3	Excavator - 40,000 lb, hydraulic	Half-Day	\$655.00	700.00
EL-4	Excavator - 60,000 lb, hydraulic	Half-Day	\$975.00	1,000.00
EL-5	Bobcat Loader- 1,500 lb, skidsteer WHEELED	Half-Day	\$210.00	250.00
EL-6	Loader - 3 cy bucket, 4WD, diesel	Half-Day	\$440.00	455.00
EL-7	Vactor Truck	Hour	\$140.00	175.00
EL-8	Vactor Hose, 6 in. diameter	Foot	\$3.50	4.00
EL-9	Pump Truck	Day	Cost +15%	Cost +15%
EL-10	Common Backfill	Ton	Cost + 10%	Cost + 10%
EL-11	Gravel/crushed stone	Ton	Cost + 10%	Cost + 10%
EL-12	Flowable Fill	Cubic Yard	Cost + 10%	Cost + 10%
EL-13	Loam	Cubic Yard or Ton	Cost + 10%	Cost + 10%
EL-14	Grass seed	Pound	Cost + 10%	Cost + 10%
Item #	Absorbents, Cleaning, & Containment (2)			
ACC-1	6 mil poly roll 100'x20'	Each	150.00	185.00
ACC-2	Containment boom, up to 18"	Foot	1.90	3.50
ACC-3	Containment boom, up to 37"	Foot	2.00	3.75
ACC-4	Sorbent pads, 15"x19"x3/16", 100 per bale	Bale	100.00	115.00
ACC-5	Sorbent boom 10'x5" diam., 4 per bale	Bale	115.00	125.00
ACC-6	Speedi-dry, 50lb. bag	Bag	17.00	20.00
ACC-7	Polyethylene bags, 38" x 60", 4 mill	Bag	2.00	2.05
ACC-8	Degreaser - Biodegradable Surfactant	Gallon	28.00	30.00
Item #	Containers			
C-1	Storage tank (1,000-2,500 gallon)	Half-Day	\$22.00	25.00
C-2	Storage tank (5,000-7,500 gallon)	Half-Day	\$22.00	25.00
C-3	Storage tank (Frac-20,000-gallon)	Half-Day	\$35.00	40.00
C-4	Roll-Off Container, 10 c.y.	Half-Day	\$11.00	15.00
C-5	Roll-Off Container, 20 c.y.	Half-Day	\$16.00	20.00
C-6	Roll-Off Container, 30 c.y.	Half-Day	\$22.00	25.00
C-7	Roll-Off Liner, all sizes	Each	\$95.00	115.00
C-8	Drums, 55 gallon Type 17E, closed head	Each	\$65.00	75.00
C-9	Drums - 55 gallon 17H, open head	Each	\$65.00	75.00
C-10	Drums, 25M, poly, 55 gallon	Each	\$80.00	80.00
C-11	Drums, 17E, poly, 30 gallon	Each	\$69.00	75.00
C-12	Drums, 17H, poly, 30 gallon	Each	\$94.00	95.00
C-13	1 CuYd Box	Each	\$150.00	175.00
C-14	Pails, poly, 5 gallon	Each	\$15.00	20.00
C-15	Overpack drums, 1A2/X427/S, 85 gallon, steel	Each	\$210.00	300.00
C-16	Overpack drums, 1H2/X340/S, 90 gallon, poly	Each	\$400.00	450.00

ITEM	CATEGORY	UNITS	Current Rates	Proposed 2025 Rates
Item # Pumps				
P-1	Drum vacuum pump	Half-Day	\$60.00	75.00
P-2	Pump, pneumatic diaphragm, 1.5 in. to 3 in. discharge	Half-Day	\$70.00	70.00
P-3	Pump, electric centrifugal, 1.5 in. to 3 in. discharge	Half-Day	\$55.00	55.00
P-4	Pump, trash, 2 in. to 4 in. discharge	Half-Day	\$127.00	130.00
Item # Tools & Equipment (2)				
TE-1	Transit or level, tripod, rod, and tape	Half-Day	\$50.00	50.00
TE-2	Blower/exhaust fan, explosion proof 5,000 CFM	Half-Day	\$45.00	45.00
TE-3	Blower/exhaust fan, explosion proof 5,000 CFM	Week	\$192.00	200.00
TE-4	Blower/exhaust fan, explosion proof 1,570 CFM	Half-Day	\$30.00	30.00
TE-5	Blower/exhaust fan, explosion proof 1,570 CFM	Week	\$120.00	200.00
TE-6	Charcoal Scrubber Treatment	Week	Cost + 15%	Cost + 15%
TE-7	Compactor - walk behind 20 x 28" vibrating plate type	Half-Day	\$105.00	115.00
TE-8	Compactor - double drum type	Half-Day	\$200.00	200.00
TE-9	Air Compressor 125/175 psi	Half-Day	\$115.00	125.00
TE-10	Concrete Saw with blade	Day	\$280.00	300.00
TE-11	Concrete Saw Blade	Each	Cost + 10%	Cost + 10%
TE-12	Concrete corer - 6" to 8" diameter	Half-Day	\$102.00	115.00
TE-13	Generator, up to 5000 watt	Half-Day	\$80.00	100.00
TE-14	Jackhammer with bit and hose	Half-Day	\$55.00	60.00
TE-15	Skimmer - Duckbill, Slurp, Swiss	Half-Day	\$40.00	40.00
TE-16	Water Blaster - up to 3,000 psi	Half-Day	\$65.00	75.00
TE-17	Steam Cleaner - 800 psi	Half-Day	\$115.00	125.00
TE-18	Reciprocating saw, electric or pneumatic w/ blades	Half-Day	\$40.00	65.00
TE-19	Light tower w/generator	Half-Day	\$138.00	145.00
TE-20	Portable floodlight	Half-Day	\$40.00	65.00
TE-21	Chain Saw, gas or electric, all sizes	Half-Day	\$40.00	45.00
TE-22	Rotary percussion drill, electric or pneumatic, 1/2" to 3/4"	Half-Day	\$50.00	55.00
TE-23	All other powered hand tools	Half-Day	\$28.00	35.00
TE-24	Traffic Signs Package	Incident	\$130.00	140.00
TE-25	Heat Blanket	Day	\$30.00	30.00
TE-26	Glycol Heater	Day	\$800.00	900.00
TE-27	HEPA Vacuum, wet/dry	Half-Day	\$60.00	65.00
TE-28	Mercury Vacuum	Half-Day	\$95.00	250.00
TE-29	Duct Tape	Roll	\$14.00	15.00
Item # Marine				
M-1	Row Boat (Emerg. Trailer/Van) w/ motor	Day	\$110.00	120.00
M-2	Work Boat, up to 16 foot	Day	\$550.00	550.00
M-3	Work/Tow Boat, 17 to 26 foot	Day	\$850.00	900.00
M-4	Boom Boat, 23 to 35 foot	Day	\$1,320.00	1,500.00
M-5	Response/Tow Boat, >24 feet	Day	\$1,490.00	1,500.00

ITEM	CATEGORY	UNITS	Current Rates	Proposed 2025 Rates
Item #	Disposal & Treatment			
DT-1a (5)	Bulk Liquid Disposal (gasoline/water), FP ≤ 140° F, < 1000 gal.	Gallon	3.25	3.75
DT-1b (5)	Bulk Liquid Disposal (gasoline/water), FP > 140° F	Gallon	0.95	1.10
DT-1c (6)	Bulk Liquid Disposal (gasoline/water), FP > 140° F for incineration	Gallon	3.25	3.75
DT-2 (5)	Bulk Liquid Disposal (fuel oil/water)	Gallon	0.75	0.95
DT-3	Bulk Liquid Disposal (Heavy Oil/water)	Gallon	1.20	1.50
DT-4	Mixed Liquid Disposal (gasoline/water)	Drum	300.00	350.00
DT-5	Gasoline-Contaminated Debris In Drums (Hazardous)	Drum	310.00	375.00
DT-6	Oil-Contaminated Debris In Drums (Non-Hazardous)	Drum	140.00	155.00
DT-7	Mixed Liquid Disposal (fuel oil/water)	Drum	155.00	180.00
DT-8	Oily Debris Disposal In Bags	Bag	36.00	40.00
DT-9	Bulk Oily Debris Disposal	Ton	Cost + 15%	Cost + 15%
DT-10	VPC Soil - Thermal Treatment or Landfill Disposal < 50 tons	Ton	Cost + 15%	Cost + 15%
DT-11	VPC Soil - Thermal Treatment or Landfill Disposal > 50 tons	Ton	Minimum 2 Quotes required	Minimum 2 Quotes required
DT-12	VPC Soil - Off-Spec Load Expense (9)	Load	Cost + 15%	Cost + 15%
DT-13	VPC Soil (small quantities in drums) (3)	Drum	140.00	180.00
DT-14	VPC Soil - Semi-Solids (small quantities in drums) (3)	Drum	--	200.00
DT-15	Transport of VPC Soil	Ton	Cost + 15%	Cost + 15%
DT-16	Other Petroleum wastes	T-packs	Minimum 2 Quotes required	Minimum 2 Quotes required
DT-17	Bulk Liquid Disposal (hazardous waste)	Gallon	Minimum 2 Quotes required	Minimum 2 Quotes required
DT-18	Other Hazardous waste	T-packs	Minimum 2 Quotes required	Minimum 2 Quotes required
DT-19	E-Manifest Service	Event	\$25.00	30.00

ITEM	CATEGORY	UNITS	Current Rates	Proposed 2025 Rates
Item # Hazardous/Petroleum Storage Tank Removals				
TANK-1	Tank closure, materials disposal and site restoration	By Quote	Project-specific Quote Required	Project-specific Quote Required
Item # Meters – Detectors				
MD-1	Photoionization detector (PID)	Day	110.00	110.00
MD-2	Flameionization detector (FID)	Day	121.00	125.00
MD-3	Water level meter	Day	20.00	20.00
MD-4	Oil/Water Interface probe	Day	33.00	35.00
MD-5	Metal detector	Day	22.00	25.00
MD-6	Multi-Gas Meter (VOCs, LEL, O ₂)	Day	132.00	135.00
MD-7	Drager/Synsidyne (plus tubes)	Day	\$30 + tubes (Cost + 15%)	\$30 + tubes (Cost + 15%)
MD-8	Mercury Vapor Analyzer (Jerome Meter)	Day	138.00	200.00
MD-9	Unknown Hazardous Waste Field ID Kit	Day	193.00	200.00
MD-10	Unknown Compressed Gas Field ID Kit	Day	193.00	200.00
Item # Sampling Equipment and Supplies				
S-1	Disposable bailers	Each	15.00	15.00
S-2	Encore™ sample container for use with sampling Method 5035	Each	11.00	12.00
S-3	Field Supplies	Day	33.00	40.00
S-4	Groundwater sampling filter	Each	27.00	30.00
S-5	Groundwater sampling pump	Day	51.00	55.00
Item # Laboratory Analysis				
LA-1	Various methodologies as appropriate, including 24-hour turnaround if requested by DES	Each	DES-Approved Rate + 15%	DES-Approved Rate + 15%
Item # Subcontractor Markup, Fuel Cost Adjustment & Other Multipliers				
CS-1	Subcontract services per Section O, Specifications.	Cost + 15%	Cost + 15%	Cost + 15%
CS-2	Materials, supplies and rentals, not a listed item and no subcontract	Cost + 10%	Cost + 10%	Cost + 10%

<u>ITEM</u>	<u>CATEGORY</u>	<u>UNITS</u>	<u>Current Rates</u>	<u>Proposed 2025 Rates</u>
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NOTES:

- (1) Prices will be evaluated and adjusted annually on or about July 1st, in consideration of CPI and other indexes.
- (2) DES shall determine whether to pay the purchase price or the use/rental cost for an item used on any assignment.
- (3) Assumes that any large quantity of soil will be disposed as bulk wastes, 5 drums or less is considered as small quantity for this rate.
- (4) The Marine Laborer hourly rate will be applied to IR Service personnel that are used for boom deployment exercises, DES boat orientation, and joint-agency spill exercises.
- (5) Assumes mixtures are recycled and reused.
- (6) Assumes mixtures are incinerated including tanker rinse waters.
- (7) The listed rate is for reusable suits with decontamination and examination/testing by a safety professional. When extensive contamination is expected may consider using disposable suits and with compensation for additional cost.
- (8) Supplemental Level D PPE based on site conditions that warrant additional worker protection. Standard Level D worker protection is built into existing labor rates.
- (9) Surcharges for off-spec loads are approved by DES on an individual case basis and include supplemental charges for high moisture content, minimum loads (<5 tons) and high organics content that are billed per project, and not on a per ton basis.
- (10) Per Diem rates shall be based on the New Hampshire GSA rates found at the U.S. General Services Administration website: <https://www.gsa.gov/travel/plan-book/per-diem-rates>

CERTIFICATE OF SECRETARY

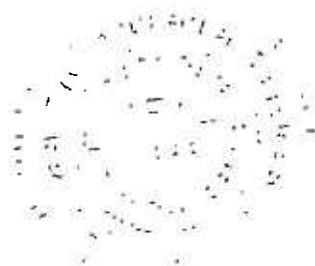
**RELATING TO THE CONTRACT
FOR CONTAMINATED SITE RESPONSE,
OIL CLEANUP, AND INCIDENT PREPAREDNESS
FOR THE PERIOD OF JULY 2025 – JUNE 2029
FOR THE STATE OF NEW HAMPSHIRE**

The undersigned, Secretary of **NRC EAST ENVIRONMENTAL SERVICES, INC.**, a Massachusetts corporation (the “Company”), hereby certifies that the following is a true and correct copy of the resolution which was duly adopted by unanimous written consent of the Board of Directors of the Company on July 1, 2022, that such resolution has not been rescinded, amended or modified in any respect, and is in full force and effect on the date hereof:

RESOLVED, that (i) any individual at the time holding the position of Branch Manager, General Manager or Area Director, Finance; and in connection with environmental solutions transactions only, General Manager; be, and each of them hereby is, appointed as an Authorized Agent, to act in the name and on behalf of the Company and to include the execution of related documents, in connection with the day-to-day business activities of the Company, and further, that (ii) in addition to any one of the foregoing positions, any individual at the time holding the position of Area Director, Business Development; Area Vice President (formerly Area Director, Operations); Market Vice President; Vice President, Environmental Services be, and each of them hereby is, appointed as an Authorized Agent to execute any bid and proposal, and if awarded, any related contract for services to be performed by the Company and any bond required by such bid, proposal or contract, all in accordance with the existing Levels of Authority and other relevant policies and procedures.

I further certify that the Area Director, Operations position title has changed to Area Vice President, and that **KEVIN O’NEIL** holds the title of Area Vice President and in such capacity has full authority to act in the name and on behalf of the Company as set forth in the foregoing resolution

WITNESS MY HAND, this 9th day of April, 2025.



Lauren McKeon

Lauren McKeon, Secretary



ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED	
POLICY NUMBER See First Page		REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054	
CARRIER See First Page	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

CERTIFICATE NUMBER: 2605713

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The following provisions apply when required by written contract. As used below, the term certificate holder also includes any person or organization that the insured has become obligated to include as a result of an executed contract or agreement.

GENERAL LIABILITY:

Certificate holder is Additional Insured including on-going and completed operations when required by written contract.
 Coverage is primary and non-contributory when required by written contract.
 Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

Medical Payment coverage is available under the General Liability policy only when required by written agreement and limited to the amount required in the agreement or the maximum sublimit found within the General Liability policy, whichever is less.

AUTO LIABILITY:

Certificate holder is Additional Insured when required by written contract.
 Coverage is primary and non-contributory when required by written contract.
 Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY:

Waiver of Subrogation in favor of the certificate holder is included when required by written contract where allowed by state law.

Stop gap coverage for ND and WA is covered under policy no. WLR C57256862 and stop gap coverage for OH is covered under policy no. WCU C57257829 as noted on page 1 of this certificate.

TEXAS EXCESS INDEMNITY AND EMPLOYERS LIABILITY:

Insured is a registered non-subscriber to the Texas Workers Compensation Act. Insured has filed an approved Indemnity Plan with the Texas Department of Insurance which offers an alternative in benefits to employees rather than the traditional Workers Compensation Insurance in Texas. The excess policy (TNS C57194790) shown on this certificate provides excess Indemnity and Employers Liability coverage for the approved Indemnity Plan.

Contractual Liability is included in the General Liability and Automobile Liability coverage forms. The General Liability and Automobile Liability policies do not contain endorsements excluding Contractual Liability.

Separation of Insured (Cross Liability) coverage is provided to the Additional Insured, when required by written contract, per the Conditions of the Commercial General Liability Coverage form and the Automobile Liability Coverage form.

Umbrella/Excess Liability provides additional limits over the underlying General Liability, Automobile Liability and Employer's Liability policies shown on this certificate.

Contractor's Pollution Liability Details of Cover:

Steadfast Insurance Company (Zurich) (NAIC # 26387) - Policy No. PEC 0792830-01 - \$25MM - 06/30/24 - 06/30/25

Applicable to the Contractor's Pollution Liability Coverage Parts Only:

- \$25,000,000 - Damage Limit for Each Occurrence, Claim or Pollution Condition
- \$25,000,000 - Claims Expense Limit for Each Claim
- \$25,000,000 - General Aggregate Limit
- \$25,000,000 - Claims Expense Aggregate Limit

Applicable to Professional Liability Coverage Parts Only:

- \$25,000,000 - Damage Limit for Each Claim or Wrongful Act
- \$25,000,000 - Claims Expense Limit for Each Claim
- \$25,000,000 - General Aggregate Limit

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 NRC EAST ENVIRONMENTAL SERVICES, INC. is a Massachusetts Profit Corporation registered to transact business in New Hampshire on April 30, 2001. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned; and the attached is a true copy of the list of documents on file in this office.

Business ID: 375058

Certificate Number: 0007153567



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 8th day of April A.D. 2025.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

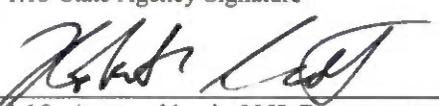
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive, PO Box 95, Concord, NH 03302	
1.3 Contractor Name Boston Green Fuel Co, Inc.		1.4 Contractor Address 102 Charles Eldridge Road, Lakeville, MA 02347	
1.5 Contractor Phone Number (508) 737-3779	1.6 Account Unit and Class 03-44-44-444 010-1400	1.7 Completion Date 6/30/2029	1.8 Price Limitation 300,000
1.9 Contracting Officer for State Agency William Gardner Warr		1.10 State Agency Telephone Number (603) 271-3440	
1.11 Contractor Signature  Date: 5.15.25		1.12 Name and Title of Contractor Signatory Adam Dennison, Vice President	
1.13 State Agency Signature  Date: 6/9/25		1.14 Name and Title of State Agency Signatory Robert R. Scott, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 6/9/2025			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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 AD
Date 5.15.25

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.

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 AD
Date 5.15.25

EXHIBIT A

Special Provisions

1. The Contractor shall maintain records of all work assignments in accordance with standard accounting practices and Department rules for technical reporting. Records shall be maintained for a period of seven (7) years following completion of a work assignment. The Contractor shall make all records available for audit and provide copies as required by the State. The records shall be retained in a manner that protects them from water, fire and vandalism. At the end of the retention period, the Contractor shall offer the records to the State. If the State declines to accept the records, the records become the property of the Contractor.
2. The State shall obtain necessary rights-of-way, land easements, building entry, dock access, and any other access agreement necessary to fulfill the requirements of this Contract. The Contractor shall not enter upon or cross over private property unless the State has secured access or entry by legal or emergency authorization.
3. The State reserves the right to terminate any Contractor who fails to meet the Performance Standards, is found brokering a work assignment to another Contractor, and/or to unqualified subcontractors. The NHDES shall limit the future assignment of work to Contractors that are found to be non-responsive and inefficient in their efforts to complete assignments that are under inspection by State officials.

Initials: AD
Date: 5/15/25

EXHIBIT B

Scope of Work

1. The State has contracted separately with Clean Harbors Environmental Services Inc., NRC East Environmental Services Inc., Green Site Services Group, Inc. and Boston Green Fuel Co, Inc. Each Contractor shall furnish all necessary labor, materials, goods, equipment, services and facilities to perform comprehensive contaminated site cleanup, spill response, planned remediation, spill prevention and other services at various locations as requested by the State.
2. All work shall be performed in accordance with the Department of Environmental Services ("Department") document titled; FY 2026 – FY 2029 Contaminated Site Response & Cleanup Contract Performance Standards ("Performance Standards"), incorporated herein by reference. The work includes the following response, remediation and prevention categories:
 - 1) On-Premise-Use Heating Oil Spills
 - 2) Planned Remediation at Contaminated Sites
 - 3) Removal of Underground and Aboveground Storage Tanks
 - 4) Motor Vehicle Accidents
 - 5) Containment, Transportation and Disposal of Unknown Wastes
 - 6) Solid Waste and Hazardous Material Incidents
 - 7) Recovery of Submerged Petroleum Powered Vehicles or Petroleum Containers
 - 8) Response to Oil Spills in Swift Water Environments
 - 9) Clandestine Drug Labs
 - 10) Incident Command System Operations, Terrorist Incidents, and Disaster Response
3. The State shall assign work to each Contractor in accordance with the protocol in the Performance Standards. The State makes no guarantee of a minimum or maximum amount of work assigned to each Contractor.

Initials: AD
Date: 6.15.25

EXHIBIT C

Contract Price and Payment Method

1. The total amount of all payments to this Contractor for this contract shall not exceed Three Hundred Thousand dollars (\$300,000). The breakdown of state funds is as follows:

Boston Green Fuel Co, Inc.					
ORG.	FY 2026	FY 2027	FY 2028	FY 2029	TOTAL
1400	\$75,000	\$75,000	\$75,000	\$75,000	\$300,000
5392	\$0	\$0	\$0	\$0	\$0
8893	\$0	\$0	\$0	\$0	\$0
7603	\$0	\$0	\$0	\$0	\$0
TOTALS:	\$75,000	\$75,000	\$75,000	\$75,000	\$300,000

2. Payment for each work assignment shall be based upon the items, not-to-exceed unit prices and not-to-exceed labor rates provided in the Exhibit C-1: Price Schedule, agreed-to by the State and the Contractors. For any special items not included in the Price Schedule, the Contractor shall be paid the invoiced cost for the service or goods provided, as agreed-to in advance, by the State and the Contractor.
3. The Contractor may include percentage-based "markup" charges to cover handling costs, subcontractor administration and insurance for certain service categories at the not-to-exceed rates provided in the Price Schedule. Such charges shall not be used for profit, but shall be full compensation to the Contractor for handling costs, subcontractor administration, and insurance.
4. For the initial Contract year, the Department shall establish the items, unit prices, labor rates, rates for handling costs, subcontractor administration, and insurance provided in the Price Schedule. For subsequent years, and at its discretion, the Department may add new items to the Price Schedule and adjust the unit prices and rates in consideration of market conditions and with Contractor input. However, the total value of each contract shall not be increased without Governor and Council approval.
5. The Contractor shall submit payment requests in accordance with the Performance Standards. The Department shall review invoices for completeness and compliance with the contract terms and shall return invoices found to be incomplete or inaccurate, or mark-down prices. Payment for completed work shall be contingent upon Department approval of invoices based on verification of conformance with the contract terms.

Initials: AD
Date: 5.15.25

EXHIBIT C-1: PRICE SCHEDULE

IR CONTRACT - CONTAMINATED SITE RESPONSE AND CLEANUP CONTRACT

Contract Period - July 1, 2025 - June 30, 2029

<u>ITEM</u>	<u>CATEGORY</u>	<u>UNITS</u>	<u>Current Rates</u>	<u>Proposed 2025 Rates</u>
Item # Labor				
L-1	Site Supervisor	Hour	\$110.00	115.00
L-2	Foreman	Hour	\$85.00	95.00
L-3	Technician	Hour	\$65.00	75.00
L-4	Field Chemist	Hour	\$85.00	110.00
L-5	Marine Laborer (4)	Hour	\$65.00	75.00
L-6	Boat Operator	Hour	\$69.00	95.00
L-7	Equipment Operator / Truck Driver	Hour	\$75.00	85.00
L-8	Licensed Plumber	Hour	Cost + 15%	Cost + 15%
L-9	Licensed Electrician	Hour	Cost + 15%	Cost + 15%
L-10	Per Diem (10)	Person/day	GSA Rate	GSA Rate
L-11	Overtime Premium (workday hours >10/day; & weekend hours)	Hour	1.5 X Labor Rate	1.5 X Labor Rate
L-12	Police Detail	Hour	Cost + 10%	Cost + 10%
Item # Health and Safety				
HS-1	Level A PPE (7)	Day/person	\$330.00	400.00
HS-2	Level B PPE	Day/person	\$195.00	250.00
HS-3	Level C PPE	Day/person	\$95.00	125.00
HS-4	Level D - Supplemental PPE (8)	Day/person	\$40.00	45.00
Item # Vehicles				
V-1	Automobiles, 2-wheel and 4-wheel drive	Mile	IRS Rate	IRS Rate
V-2	Pickup Truck	Half-Day	\$100.00	110.00
V-3	Work/Utility Truck (Non-Emergency)	Half-Day	\$180.00	190.00
Item # Vehicles & Trailers				
VT-1	Fully equipped Emergency Response Trailer	Half-Day	\$165.00	175.00
VT-2	Fully equipped Emergency Response Van	Half-Day	\$175.00	185.00
VT-3	Rack Truck	Half-Day	\$192.00	225.00
VT-4	Transport Tankers, 3000 gallon minimum	Half-Day	\$220.00	230.00
VT-5	Dump Truck, diesel, 5-6 cyd	Half-Day	\$250.00	275.00
VT-6	Dump Truck, diesel, 22-24 cyd	Half-Day	\$255.00	300.00
VT-7	Vacuum truck	Hour	\$90.00	110.00
VT-8	Vacuum truck - Stainless Steel	Hour	99.00	125.00
VT-9	Box Truck	Half-Day	\$210.00	240.00
VT-10	Lowboy trailer with tractor	Hour	\$138.00	145.00
VT-11	Roll-Off/Frac Tank Trailer or Truck	Hour	\$90.00	125.00
VT-12	Flat Bed Trailers	Half-Day	\$125.00	150.00
VT-13	Bobcat attachments	Half-Day	\$175.00	185.00

ITEM		CATEGORY	UNITS	Current Rates	Proposed 2025 Rates
Item #	Excavating & Loading				
EL-1	Backhoe Loader, 4WD		Half-Day	\$340.00	360.00
EL-2	Mini-Excavator, 10,000 lb, hydraulic		Half-Day	\$255.00	275.00
EL-3	Excavator - 40,000 lb, hydraulic		Half-Day	\$655.00	700.00
EL-4	Excavator - 60,000 lb, hydraulic		Half-Day	\$975.00	1,000.00
EL-5	Bobcat Loader- 1,500 lb, skidsteer WHEELED		Half-Day	\$210.00	250.00
EL-6	Loader - 3 cy bucket, 4WD, diesel		Half-Day	\$440.00	455.00
EL-7	Vactor Truck		Hour	\$140.00	175.00
EL-8	Vactor Hose, 6 in. diameter		Foot	\$3.50	4.00
EL-9	Pump Truck		Day	Cost +15%	Cost +15%
EL-10	Common Backfill		Ton	Cost + 10%	Cost + 10%
EL-11	Gravel/crushed stone		Ton	Cost + 10%	Cost + 10%
EL-12	Flowable Fill		Cubic Yard	Cost + 10%	Cost + 10%
EL-13	Loam		Cubic Yard or Ton	Cost + 10%	Cost + 10%
EL-14	Grass seed		Pound	Cost + 10%	Cost + 10%
Item #	Absorbents, Cleaning, & Containment (2)				
ACC-1	6 mil poly roll 100'x20'		Each	150.00	185.00
ACC-2	Containment boom, up to 18"		Foot	1.90	3.50
ACC-3	Containment boom, up to 37"		Foot	2.00	3.75
ACC-4	Sorbent pads, 15"x19"x3/16", 100 per bale		Bale	100.00	115.00
ACC-5	Sorbent boom 10'x5" diam., 4 per bale		Bale	115.00	125.00
ACC-6	Speedi-dry, 50lb. bag		Bag	17.00	20.00
ACC-7	Polyethylene bags, 38" x 60", 4 mill		Bag	2.00	2.05
ACC-8	Degreaser - Biodegradable Surfactant		Gallon	28.00	30.00
Item #	Containers				
C-1	Storage tank (1,000-2,500 gallon)		Half-Day	\$22.00	25.00
C-2	Storage tank (5,000-7,500 gallon)		Half-Day	\$22.00	25.00
C-3	Storage tank (Frac-20,000-gallon)		Half-Day	\$35.00	40.00
C-4	Roll-Off Container, 10 c.y.		Half-Day	\$11.00	15.00
C-5	Roll-Off Container, 20 c.y.		Half-Day	\$16.00	20.00
C-6	Roll-Off Container, 30 c.y.		Half-Day	\$22.00	25.00
C-7	Roll-Off Liner, all sizes		Each	\$95.00	115.00
C-8	Drums, 55 gallon Type 17E, closed head		Each	\$65.00	75.00
C-9	Drums - 55 gallon 17H, open head		Each	\$65.00	75.00
C-10	Drums, 25M, poly, 55 gallon		Each	\$80.00	80.00
C-11	Drums, 17E, poly, 30 gallon		Each	\$69.00	75.00
C-12	Drums, 17H, poly, 30 gallon		Each	\$94.00	95.00
C-13	1 CuYd Box		Each	\$150.00	175.00
C-14	Pails, poly, 5 gallon		Each	\$15.00	20.00
C-15	Overpack drums, 1A2/X427/S, 85 gallon, steel		Each	\$210.00	300.00
C-16	Overpack drums, 1H2/X340/S, 90 gallon, poly		Each	\$400.00	450.00

ITEM		CATEGORY	UNITS	Current Rates	Proposed 2025 Rates
Item #	Pumps				
P-1	Drum vacuum pump		Half-Day	\$60.00	75.00
P-2	Pump, pneumatic diaphragm, 1.5 in. to 3 in. discharge		Half-Day	\$70.00	70.00
P-3	Pump, electric centrifugal, 1.5 in. to 3 in. discharge		Half-Day	\$55.00	55.00
P-4	Pump, trash, 2 in. to 4 in. discharge		Half-Day	\$127.00	130.00
Item #	Tools & Equipment (2)				
TE-1	Transit or level, tripod, rod, and tape		Half-Day	\$50.00	50.00
TE-2	Blower/exhaust fan, explosion proof 5,000 CFM		Half-Day	\$45.00	45.00
TE-3	Blower/exhaust fan, explosion proof 5,000 CFM		Week	\$192.00	200.00
TE-4	Blower/exhaust fan, explosion proof 1,570 CFM		Half-Day	\$30.00	30.00
TE-5	Blower/exhaust fan, explosion proof 1,570 CFM		Week	\$120.00	200.00
TE-6	Charcoal Scrubber Treatment		Week	Cost + 15%	Cost + 15%
TE-7	Compactor - walk behind 20 x 28" vibrating plate type		Half-Day	\$105.00	115.00
TE-8	Compactor - double drum type		Half-Day	\$200.00	200.00
TE-9	Air Compressor 125/175 psi		Half-Day	\$115.00	125.00
TE-10	Concrete Saw with blade		Day	\$280.00	300.00
TE-11	Concrete Saw Blade		Each	Cost + 10%	Cost + 10%
TE-12	Concrete corer - 6" to 8" diameter		Half-Day	\$102.00	115.00
TE-13	Generator, up to 5000 watt		Half-Day	\$80.00	100.00
TE-14	Jackhammer with bit and hose		Half-Day	\$55.00	60.00
TE-15	Skimmer - Duckbill, Slurp, Swiss		Half-Day	\$40.00	40.00
TE-16	Water Blaster - up to 3,000 psi		Half-Day	\$65.00	75.00
TE-17	Steam Cleaner - 800 psi		Half-Day	\$115.00	125.00
TE-18	Reciprocating saw, electric or pneumatic w/ blades		Half-Day	\$40.00	65.00
TE-19	Light tower w/generator		Half-Day	\$138.00	145.00
TE-20	Portable floodlight		Half-Day	\$40.00	65.00
TE-21	Chain Saw, gas or electric, all sizes		Half-Day	\$40.00	45.00
TE-22	Rotary percussion drill, electric or pneumatic, 1/2" to 3/4"		Half-Day	\$50.00	55.00
TE-23	All other powered hand tools		Half-Day	\$28.00	35.00
TE-24	Traffic Signs Package		Incident	\$130.00	140.00
TE-25	Heat Blanket		Day	\$30.00	30.00
TE-26	Glycol Heater		Day	\$800.00	900.00
TE-27	HEPA Vacuum, wet/dry		Half-Day	\$60.00	65.00
TE-28	Mercury Vacuum		Half-Day	\$95.00	250.00
TE-29	Duct Tape		Roll	\$14.00	15.00
Item #	Marine				
M-1	Row Boat (Emerg.Trailer/Van) w/ motor		Day	\$110.00	120.00
M-2	Work Boat, up to 16 foot		Day	\$550.00	550.00
M-3	Work/Tow Boat, 17 to 26 foot		Day	\$850.00	900.00
M-4	Boom Boat, 23 to 35 foot		Day	\$1,320.00	1,500.00
M-5	Response/Tow Boat, >24 feet		Day	\$1,490.00	1,500.00

<u>ITEM</u>	<u>CATEGORY</u>	<u>UNITS</u>	<u>Current Rates</u>	<u>Proposed 2025 Rates</u>
Item #	Disposal & Treatment			
DT-1a (5)	Bulk Liquid Disposal (gasoline/water), FP ≤ 140° F, < 1000 gal.	Gallon	3.25	3.75
DT-1b (5)	Bulk Liquid Disposal (gasoline/water), FP > 140° F	Gallon	0.95	1.10
DT-1c (6)	Bulk Liquid Disposal (gasoline/water), FP > 140° F for incineration	Gallon	3.25	3.75
DT-2 (5)	Bulk Liquid Disposal (fuel oil/water)	Gallon	0.75	0.95
DT-3	Bulk Liquid Disposal (Heavy Oil/water)	Gallon	1.20	1.50
DT-4	Mixed Liquid Disposal (gasoline/water)	Drum	300.00	350.00
DT-5	Gasoline-Contaminated Debris In Drums (Hazardous)	Drum	310.00	375.00
DT-6	Oil-Contaminated Debris In Drums (Non-Hazardous)	Drum	140.00	155.00
DT-7	Mixed Liquid Disposal (fuel oil/water)	Drum	155.00	180.00
DT-8	Oily Debris Disposal In Bags	Bag	36.00	40.00
DT-9	Bulk Oily Debris Disposal	Ton	Cost + 15%	Cost + 15%
DT-10	VPC Soil - Thermal Treatment or Landfill Disposal < 50 tons	Ton	Cost + 15%	Cost + 15%
DT-11	VPC Soil - Thermal Treatment or Landfill Disposal > 50 tons	Ton	Minimum 2 Quotes required	Minimum 2 Quotes required
DT-12	VPC Soil - Off-Spec Load Expense (9)	Load	Cost + 15%	Cost + 15%
DT-13	VPC Soil (small quantities in drums) (3)	Drum	140.00	180.00
DT-14	VPC Soil - Semi-Solids (small quantities in drums) (3)	Drum	--	200.00
DT-15	Transport of VPC Soil	Ton	Cost + 15%	Cost + 15%
DT-16	Other Petroleum wastes	T-packs	Minimum 2 Quotes required	Minimum 2 Quotes required
DT-17	Bulk Liquid Disposal (hazardous waste)	Gallon	Minimum 2 Quotes required	Minimum 2 Quotes required
DT-18	Other Hazardous waste	T-packs	Minimum 2 Quotes required	Minimum 2 Quotes required
DT-19	E-Manifest Service	Event	\$25.00	30.00

ITEM	CATEGORY	UNITS	Current Rates	Proposed 2025 Rates
Item # Hazardous/Petroleum Storage Tank Removals				
TANK-1	Tank closure, materials disposal and site restoration	By Quote	Project-specific Quote Required	Project-specific Quote Required
Item # Meters – Detectors				
MD-1	Photoionization detector (PID)	Day	110.00	110.00
MD-2	Flameionization detector (FID)	Day	121.00	125.00
MD-3	Water level meter	Day	20.00	20.00
MD-4	Oil/Water Interface probe	Day	33.00	35.00
MD-5	Metal detector	Day	22.00	25.00
MD-6	Multi-Gas Meter (VOCs, LEL, O ₂)	Day	132.00	135.00
MD-7	Drager/Synsidyne (plus tubes)	Day	\$30 + tubes (Cost + 15%)	\$30 + tubes (Cost + 15%)
MD-8	Mercury Vapor Analyzer (Jerome Meter)	Day	138.00	200.00
MD-9	Unknown Hazardous Waste Field ID Kit	Day	193.00	200.00
MD-10	Unknown Compressed Gas Field ID Kit	Day	193.00	200.00
Item # Sampling Equipment and Supplies				
S-1	Disposable bailers	Each	15.00	15.00
S-2	Encore™ sample container for use with sampling Method 5035	Each	11.00	12.00
S-3	Field Supplies	Day	33.00	40.00
S-4	Groundwater sampling filter	Each	27.00	30.00
S-5	Groundwater sampling pump	Day	51.00	55.00
Item # Laboratory Analysis				
LA-1	Various methodologies as appropriate, including 24-hour turnaround if requested by DES	Each	DES-Approved Rate + 15%	DES-Approved Rate + 15%
Item # Subcontractor Markup, Fuel Cost Adjustment & Other Multipliers				
CS-1	Subcontract services per Section O, Specifications.	Cost + 15%	Cost + 15%	Cost + 15%
CS-2	Materials, supplies and rentals, not a listed item and no subcontract	Cost + 10%	Cost + 10%	Cost + 10%

ITEM	CATEGORY	UNITS	Current Rates	Proposed 2025 Rates
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NOTES:

- (1) Prices will be evaluated and adjusted annually on or about July 1st, in consideration of CPI and other indexes.
- (2) DES shall determine whether to pay the purchase price or the use/rental cost for an item used on any assignment.
- (3) Assumes that any large quantity of soil will be disposed as bulk wastes, 5 drums or less is considered as small quantity for this rate.
- (4) The Marine Laborer hourly rate will be applied to IR Service personnel that are used for boom deployment exercises, DES boat orientation, and joint-agency spill exercises.

- (5) Assumes mixtures are recycled and reused.
- (6) Assumes mixtures are incinerated including tanker rinse waters.
- (7) The listed rate is for reusable suits with decontamination and examination/testing by a safety professional. When extensive contamination is expected may consider using disposable suits and with compensation for additional cost.
- (8) Supplemental Level D PPE based on site conditions that warrant additional worker protection. Standard Level D worker protection is built into existing labor rates.
- (9) Surcharges for off-spec loads are approved by DES on an individual case basis and include supplemental charges for high moisture content, minimum loads (<5 tons) and high organics content that are billed per project, and not on a per ton basis.
- (10) Per Diem rates shall be based on the New Hampshire GSA rates found at the U.S. General Services Administration website: <https://www.gsa.gov/travel/plan-book/per-diem-rates>

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 BOSTON GREEN COMPANY is a Massachusetts Profit Corporation registered to do business in New Hampshire as BOSTON GREEN COMPANY, INC. on October 17, 2013. 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: 699252

Certificate Number: 0007109948



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 20th day of March A.D. 2025.

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

David M. Scanlan
Secretary of State

Certificate of Authority by Vote

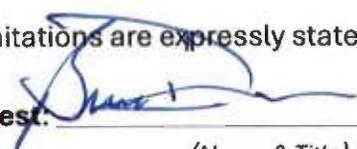
I, Brenda Dennison, hereby certify that I am duly elected Clerk/Secretary of
(Name)
Boston Green Fuel Co. Inc. I hereby certify the following is a true copy of a vote taken at
a meeting of the Board of Directors, duly called and held on 4/14, 2025,
at which a quorum of the Directors were present and voting.

Voted: Adam Dennison,(Vice President) Adam Simeone (General Manager) are duly
authorized to enter into contracts or agreements on behalf of Boston Green Fuel Co.
Inc. with the State of New Hampshire and any of its agencies or departments and
further is authorized to execute any documents which may in his/her judgment be
desirable or necessary to affect 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. 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: 4.14.2025

Attest:

 CLERK
(Name & Title)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/24/2025

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 Arthur J. Gallagher Risk Management Services, LLC 145 Otis Street Northboro MA 01532	CONTACT NAME: Risk Management	
	PHONE (A/C No. Ext): 800-333-7234	FAX (A/C No.): 781-586-8244
E-MAIL ADDRESS: CertificatesNewEngland@ajg.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Commerce Insurance Company		34754
INSURER B: Everest Indemnity Insurance Company		10851
INSURER C: Nautilus Insurance Company		17370
INSURER D:		
INSURER E:		
INSURER F:		

INSURED 164232 Boston Green Fuel Company Inc
102 Charles Eldridge Road
Lakeville MA 02347-0500

COVERAGES

CERTIFICATE NUMBER: 1456331065

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
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> POLL \$2,000,000 <input checked="" type="checkbox"/> DEDUCT \$5,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	EF4CE00015251	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000 POLICY AGGREGATE LIM \$ 2,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	BJBCCY	1/1/2025	1/1/2026	PROPERTY DAMAGE (Per accident) \$ \$
B C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	EF4XS00009251 FFX204587110	1/16/2025 1/16/2025	1/1/2026 1/1/2026	PER STATUTE OTH-ER EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				Each Occurrence \$1,000,000 Aggregate Limit \$2,000,000 Deductible \$10,000
B	Professional Liability			EF4CE00015251	1/1/2025	1/1/2026	Each Occurrence \$1,000,000 Aggregate Limit \$2,000,000 Deductible \$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 ADDITIONAL INSURED ON GENERAL LIABILITY, AUTO LIABILITY AND UMBRELLA LIABILITY WHERE REQUIRED BY WRITTEN CONTRACT.
 WAIVER OF SUBROGATION APPLIES TO GENERAL LIABILITY, AUTO LIABILITY AND UMBRELLA LIABILITY WHERE REQUIRED BY WRITTEN CONTRACT.
 GENERAL LIABILITY & EXCESS ARE ON A PRIMARY NON-CONTRIBUTORY BASIS PER WRITTEN CONTRACT.

CERTIFICATE HOLDER**CANCELLATION**

State of NH, DES 29 Hazen Dr PO Box 95 ATTN: Nicole Gianunzio Concord NH 03302 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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CERTIFICATE OF LIABILITY INSURANCE

Acct#: 3038856

DATE (MM/DD/YYYY)
05/15/2025

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

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

PRODUCER LOCKTON COMPANIES, LLC 3657 Briarpark Dr., Suite 700 Houston, TX 77042	CONTACT NAME: PHONE (A/C, No, Ext): 888-828-8365 FAX (A/C, No): E-MAIL ADDRESS: insperitycerts@locktonaffinity.com	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED BOSTON GREEN FUEL CO., INC. 102 CHARLES ELDRIDGE RD LAKEVILLE, MA 02347-1377	INSURER A : Indemnity Insurance Company of North America 43575	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
INSURER F :		

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

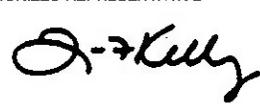
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	X	C72440730	10/01/2024	10/01/2025	X PER STATUTE 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

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

WAIVER OF SUBROGATION IN FAVOR OF CERTIFICATE HOLDER WHERE REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER **CANCELLATION**

State of NH, DES 29 Hazen Dr Concord NH	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Workers' Compensation and Employers' Liability Policy

Named Insured BOSTON GREEN FUEL CO., INC. 102 CHARLES ELDRIDGE RD LAKEVILLE, MA 02347-1377	Endorsement Number
	Policy Number Symbol: WLR Number: C72440730
Policy Period 10/01/2024 TO 10/01/2025	Effective Date of Endorsement 05/15/2025
Issued By (Name of Insurance Company) Indemnity Insurance Company of North America	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy. This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.	

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

State of NH, DES

29 Hazen Dr

Concord, NH

For the states of CA, UT, TX, refer to state specific endorsements.

This endorsement is not applicable in KY, NH, and NJ.

The endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights against public policy and void where one party to the contract is an employer in the construction group of code classifications.

For Kansas, use of this endorsement is limited by the Kansas Fairness in Private Construction Contract Act(K.S.A. 16-1801 through 16-1807 and any amendments thereto) and the Kansas Fairness in Public Construction Contract Act(K.S.A 16-1901 through 16-1908 and any amendments thereto). According to the Acts a provision in a contract for private or public construction purporting to waive subrogation rights for losses or claims covered or paid by liability or workers compensation insurance shall be against public policy and shall be void and unenforceable except that, subject to the Acts, a contract may require waiver of subrogation for losses or claims paid by a consolidated or wrap-up insurance program.

Pat D. O'Hara

Authorized Agent