



The State of New Hampshire
Department of Environmental Services



Robert R. Scott, Commissioner

56 - 8/19/26

July 8, 2026

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

REQUESTED ACTIONS

(1) Authorize the Department of Environmental Services (NHDES) to enter into an agreement with Wind River Environmental, LLC (VC# 259847-R001) Marlborough, MA, in the amount of \$37,140 for cleaning siphon river crossing pipes, catch basins, and other vector truck services at locations within the Winnepesaukee River Basin Program's (WRBP) wastewater system, effective upon Governor and Council approval through June 30, 2029. 100% WRBP Funds.

Funding is available in the account as follows with the authority to adjust encumbrances in each of the state fiscal years through the Budget Office, if needed and justified, and for FY28-29 is contingent upon the availability and continued appropriation of funds.

	<u>FY27</u>	<u>FY28</u>	<u>FY29</u>
03-044-044-442010-1300-048-500226	\$12,900	\$11,920	\$12,320
Dept. Environmental Services, Winnepesaukee River Basin, Contractual Maintenance- Buildings & Grounds			

(2) Further authorize NHDES to establish a contingency in the amount of \$15,000 to cover unforeseen costs that may be incurred during the contract period, effective upon Governor and Council approval through June 30, 2029. 100% WRBP Funds.

Funding is available in the account as follows with the authority to adjust encumbrances in each of the state fiscal years through the Budget Office, if needed and justified, and for FY28-29 is contingent upon the availability and continued appropriation of funds.

	<u>FY2027</u>	<u>FY2028</u>	<u>FY2029</u>
03-44-44-442010-1300-048-500226	\$5,000	\$5,000	\$5,000
Dept. Environmental Services, Winnepesaukee River Basin, Contractual Maintenance- Buildings & Grounds			

EXPLANATION

The WRBP owns and maintains a regional sewer system in the Lakes Region of New Hampshire. The system includes several inverted siphons and other facilities that periodically require cleaning with a sewer vacuum truck - a large, truck-mounted vacuum device and jet-cleaner. The WRBP does not have enough need to consider purchasing a sewer vacuum truck nor staff qualified to operate such specialty equipment. Accordingly, the WRBP periodically solicits quotations for vacuum truck services from firms that provide such specialty services.

This contract includes semi-annual vactoring of the two inverted siphons in Franklin and Belmont, the two influent sewage channels at the Winnisquam pumping station in Laconia, grit removal from two tanks at the Franklin WWTF, two catch basins at the Franklin WWTF and one at the Winnisquam pump station. The contract also includes a one-time cleaning of ten (10) storm water catch basins in Franklin WWTF. Details and schedules for the work are provided in Exhibit B of the agreement. An annual contingency for unscheduled services is included in the contract, for example, when there is an unusual debris blockage in a siphon.

A Request for Proposals (RFP) was prepared and sent to nine (9) firms known to provide these types of services. The RFP was also advertised in the state-wide newspaper, The Union Leader, and posted on the Department of Administrative Services Purchase and Property website.

Responses to the RFP are as follows:

	<u>Services</u>	<u>Contingency</u>	<u>Total</u>
Wind River Environmental, LLC Marlborough, MA	\$37,140	\$15,000	\$52,140
N.A. Manosh, Inc. Morrisville, VT	\$59,700	\$15,000	\$74,700
Vortex Services Livermore, ME	\$59,825	\$15,000	\$74,825
Araco Sewer & Drain Service, S. Easton, MA			No Response
Clean Harbors, Norwell, MA			No Response
Berkshire Industrial Services, Melvin Village, NH			No Response
Stearns Septic, Grantham, NH			No Response
Bellemore Septic, Bedford, NH			No Response
Rowell's Services, Northfield, NH			No Response

Based on the bids, we wish to award the contract to Wind River Environmental, LLC. This company has satisfactorily performed vactor services and other specialty services for the WRBP over the last sixteen years. The cost limitation of the contract is the annual cost of scheduled services, plus \$5,000 per year for any necessary, unscheduled emergency services.

Note that all operating costs of the WRBP are paid by the users of the wastewater treatment and collection system, as provided in RSA 485-A:50. There is no General Fund contribution to the WRBP's operation.

This contract has been approved by the Department of Justice as to form, substance and execution.

We respectfully request your approval.



Robert R. Scott, Commissioner

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

AGREEMENT

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

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive, Concord, NH 03301	
1.3 Contractor Name Wind River Environmental, LLC		1.4 Contractor Address 46 Lizotte Drive, Marlborough, MA 01752	
1.5 Contractor Phone Number (603) 424-4600	1.6 Account Unit and Class 03-44-44-442010-1300-048-500226	1.7 Completion Date 6/30/2029	1.8 Price Limitation \$52,140.00
1.9 Contracting Officer for State Agency Sharon McMillin		1.10 State Agency Telephone Number (603) 934-9930	
1.11 Contractor Signature <i>Richard Beethiaume</i> <i>Richard Beethiaume</i> Date: <i>6/22/26</i>		1.12 Name and Title of Contractor Signatory <i>Richard Beethiaume</i> <i>MANAGER</i>	
1.13 State Agency Signature <i>Robert R. Scott</i> Date: <i>7/9/26</i>		1.14 Name and Title of State Agency Signatory <i>Robert R. Scott, Commissioner, NHDES</i>	
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: <i>Melissa Fztes</i> On: <i>7/14/26</i>			
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**

CONFINED SPACE CERTIFICATION

I, Richard Berthiaume of
(Name)
Wind River Environmental, LLC
(Company Name)

hereby certify that the confined space policy of
Wind River Environmental, LLC
(Company Name)

complies in all aspects with the Federal Occupational
Safety and Health Standards (OSHA), 29 CFR Part 1910 and that
Wind River Environmental, LLC
(Company Name)

possesses all equipment required for compliance with all provisions of the rules.

Initials

RB

Date

6/22/26

EXHIBIT B THE SERVICES

SCHEDULED SERVICES

Cleaning of the dual influent channels at the Winnisquam Pump Station located at 202 Water Street in Laconia, removal of grit from one raw and one degritted septage tank located at the Franklin wastewater treatment plant, several stormwater catch basins, and two inverted siphons and their associated inlet and outlet chambers which are located throughout the Winnepesaukee River Basin Program's collection system. The siphons have either two or three pipes which cross under a river. On either bank of the river, there exists an access chamber to each inverted siphon to provide access for cleaning. Siphon pipe sizes vary from as small as 6" in diameter to as large as 12" in diameter. The WRBP will provide one member of its staff to accompany the contractor during all work.

Semi-annual cleaning

Semi-annual cleaning will typically be performed during the months of May and October. Any alternative schedule shall be approved by the WRBP prior to work. The contract includes: two cleanings of the two (2) siphons; removal of grit from one (1) septage receiving and one (1) degritted septage tank; three (3) storm water catch basins; and the pair of influent channels in fiscal year 2026 (in October of 2026 and May of 2027), in fiscal year 2026 (in October of 2026 and May of 2027), and in fiscal year 2027 (October 2027 and May 2028).

Note that each siphon cleaning event must include pressure washing of the inside of each siphon chamber on both ends of the inverted siphons as well as flushing of siphon pipes.

Semi-annual grit removal from one (1) raw septage receiving tank and one (1) degritted septage tank, both tanks are approximately 17 feet 6 inches in depth with an access opening of 4 feet by 4 feet. A total of approximately 2 yards has been removed each time the grit has been removed from both tanks. Contractor is responsible for removing all grit regardless of volume. The grit will be deposited on site at the Franklin treatment plant, and the WRBP will be responsible for its disposal.

There are several storm water catch basins which will have their sumps vactored clean. There are two (2) catch basins at the Franklin treatment plant and one (1) at the Winnisquam pump station at 202 Water Street in Laconia, which are subjected to heavier use than the others; therefore, they will be cleaned more frequently on a scheduled basis. The two (2) in Franklin and the one (1) catch basin in Laconia are to be cleaned semi-annually, at the same time as the siphon chamber cleanings.

Semi-annual cleaning locations:

- 1) Franklin area at Senior Haven – under the Winnepesaukee River – 1 barrel at 6 inches in diameter and 1 barrel at 10 inches in diameter approximately 530 feet long.
- 2) Belmont area at NH Route 140 – under Tioga River – 1 barrel at 6 inches in diameter and 1 barrel at 12 inches in diameter approximately 55 feet long.
- 3) Franklin Treatment Plant grit removal from 1 raw septage tank and 1 degritted septage tank.
- 4) Winnisquam pump station at 202 Water Street, Laconia – influent channels – 2 open channels 30 inches wide and approximately 31 feet long
- 5) Two (2) catch basins at the Franklin wastewater treatment plant and one (1) at the Winnisquam pump station

One-time only cleaning:

The ten (10) catch basins at the wastewater treatment facility (WWTF) in Franklin will receive a one-time only cleaning in October 2026.

All work to be completed to the satisfaction of the WRBP staff who will accompany the contractor at the work locations.

UNSCHEDULED SERVICES

Unscheduled services will be paid under the terms outlined in Exhibit C of this Agreement. Contractor shall provide services per the regular and overtime per hour rate for a vactor truck including labor (2 men) and the minimum number of hours or service charge for unscheduled vactor services. Fuel surcharges, travel, mobilization/demobilization, and any other charges are included in the hourly rates delineated in Exhibit B.

CONTRACTOR RESPONSIBILITIES

The contractor shall provide all labor, materials, services, tools, equipment, transportation, and facilities to complete the scope of work. It shall be the sole responsibility of the contractor awarded the contract to comply with all local, state and federal rules and regulations in the commission of the work requested by this proposal. The material removed from the catch basins, tanks, channels, and siphon chambers will be transported to the Franklin Wastewater Treatment Plant for disposal. It will be the plant's responsibility to dispose of the material in accordance with all applicable federal, state and local regulations governing such waste. All work shall be performed in a neat and workmanlike manner in conformance with best modern trade practices by competent, experienced workers. All equipment used shall be operated in strict accordance with the manufacturer's instructions. The contractor will be solely responsible for errors or omissions.

Work must be completed during normal treatment plant working hours of Monday-Friday, 7:00 A.M. to 3:00 P.M. The WRBP facilities are closed on State Holidays.

SAFETY

The WRBP operates an active safety program, with a safety committee and safety manual that augments NHDES Safety requirements. The selected contractor shall comply with all WRBP safety rules, in addition to all applicable state and federal worker safety laws and regulations, including those dealing with confined spaces.

The siphon chambers manholes are confined spaces (permit required) as per OSHA definition in 29 CFR Part 1910 and the NH Department of Labor Safety Regulations. Attached is Figure 7.3 taken from the WRBP's confined space policy which shows expected hazards and required precautions for these confined spaces. Prior to beginning work, the contractor must provide WRBP with a copy of the confined space program that the contractor intends to follow or provide details of the contractor's confined space program. Exhibit A of the contract contains a Certification Statement from the contractor stating compliance with OSHA confined space regulations. The contractor is responsible for all the safety equipment and procedures required in Figure 7.3, OSHA, and the contractor's confined space program.

Information contained in the Request for Proposals, dated March 23, 2026, is hereby included in Exhibit B by reference.

EXHIBIT C PAYMENT TERMS

A. SCHEDULED SERVICES

(Costs include all travel, labor, and equipment costs for the service)

Semi-annual cleaning:

October 2026 Siphon, grit removal and catch basin cleaning	FY27	\$ <u>5,200.00</u>
May 2027 Siphon, grit removal and catch basin cleaning	FY27	\$ <u>5,200.00</u>
October 2027 Siphon, grit removal and catch basin cleaning	FY28	\$ <u>5,200.00</u>
May 2028 Siphon, grit removal and catch basin cleaning	FY28	\$ <u>5,200.00</u>
October 2028 Siphon, grit removal and catch basin cleaning	FY29	\$ <u>5,400.00</u>
May 2029 Siphon, grit chamber and catch basin cleaning	FY29	\$ <u>5,400.00</u>

One-time cleaning:

October 2026, ten (10) catch basin cleanings at WWTF	FY27	\$ <u>1,000.00</u>
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B. UNSCHEDULED SERVICES

	FY27	FY28	FY29
Regular Hourly Rate (includes 2-men, travel time, equipment and cost for services)	\$ <u>275.00</u>	\$ <u>280.00</u>	\$ <u>290.00</u>
Overtime Hourly Rate (includes 2-men, travel time, equipment and cost for services)	\$ <u>375.00</u>	\$ <u>380.00</u>	\$ <u>380.00</u>

Minimum number of hours, minimum Service Charge, and any other charges that are applicable must be clearly noted below.

\$ _____ or 4 hours

	FY27	FY28	FY29
A. Scheduled Services (Semi-annual and one time in FY24)	\$ <u>11,400.00</u>	\$ <u>10,400.00</u>	\$ <u>10,800.00</u>
B. Unscheduled Services (see Note 1)	\$ <u>1,500.00</u>	\$ <u>1,520.00</u>	\$ <u>1,520.00</u>
C. Contingency	\$ <u>5,000</u>	\$ <u>5,000</u>	\$ <u>5,000</u>
Total per FY (A + B + C)	\$ <u>17,900.00</u>	\$ <u>16,920.00</u>	\$ <u>17,320.00</u>

Contract Price Limitation (FY27 + FY28 + FY29) \$ 52,140.00

NOTES:

1. The Basis of Award is the sum of scheduled services for the three fiscal years plus one unscheduled service call per fiscal year involving 2 men and the vector truck and equipment at the overtime hourly rates, for the minimum number of hours per service call (to which is added other charges, if any). Basis of Award is the sum of A plus B above for the three fiscal years.

2. The contract price limitation is based upon the sum of the scheduled servicing costs, plus unscheduled services as described in Note 1 including any minimum number of hours, plus an additional \$5,000.00 per fiscal year contingency for unscheduled service at the rates above. Contract price limitation is the sum of A plus B plus C above for the three fiscal years. Contingency funds may only be used upon prior authorization by the WRBP.
3. Contractor to be paid within thirty (30) days of submission of invoice after satisfactory completion of work. Approval of this contract does not authorize any expenditure over the contract price limitation.
4. FY27 is from July 1, 2026 to June 30, 2027. FY28 is from July 1, 2027 to June 30, 2028. FY29 is from July 1, 2028 to June 30, 2029.

Wind River Environmental, LLC

Company Name

State of New Hampshire

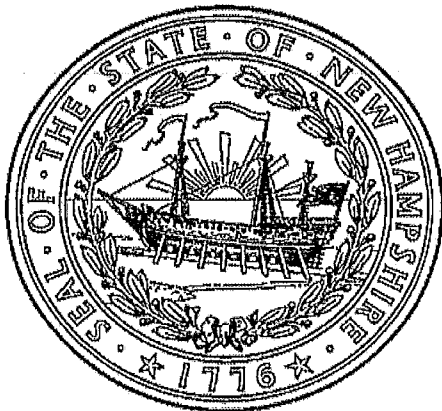
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that WIND RIVER ENVIRONMENTAL, LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on February 26, 2015. 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: **721842**

Certificate Number: **0007917865**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 28th day of April A.D. 2026.

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

David M. Scanlan
Secretary of State



46 Lizotte Drive
First Floor
Marlborough, MA 01752
www.wrenvironmental.com

CERTIFICATE OF AUTHORITY

I, Donald Dumont and I, David M. Parry, certify that we are the sole managers/members of Wind River Environmental, LLC.

We hereby further certify that we have taken all necessary action to provide, and have thereby provided, Richard Berthiaume with authority to enter into a contract with the State of New Hampshire Dept. of Environmental Services for cleaning river siphon crossing pipes, catch basins and other vector truck services on behalf of Wind River Environmental, LLC. We further acknowledge that the State of New Hampshire will rely on this certification as evidence that Richard Berthiaume has full authority to bind Wind River Environmental LLC and to enter into the contract with the State of New Hampshire Department of Environmental Services. This document may be executed in parts.

Signed: _____

Donald P. Dumont

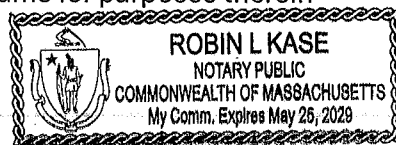
Date: 6/17/26

On this the 17 day of June, 2026, before me Donald Dumont, the above signed officers personally appeared, known to me to be the persons whose names are subscribed within this instrument and acknowledged that he/she/they executed the same for purposes therein contained.

In witness whereunto, I hereunto set my hand and official seal.

Notary Signature: Robin L. Kase

Commission Expiration Date: 5/25/29



Signed: _____

David M. Parry

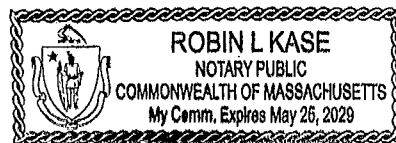
Date: 6/17/26

On this the 17 day of June, 2026, before me David Parry, the above signed officers personally appeared, known to me to be the persons whose names are subscribed within this instrument and acknowledged that he/she/they executed the same for purposes therein contained.

In witness whereunto, I hereunto set my hand and official seal.

Notary Signature: Robin L. Kase

Commission Expiration Date: 5/25/29





CERTIFICATE OF LIABILITY INSURANCE

6/30/2027

DATE (MM/DD/YYYY)

6/18/2026

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 DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 8110 E Union Ave., Ste. 100 Denver CO 80237 denver-certs@lockton.com	CONTACT NAME: TSU		
	PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: pacific-tsucerts@lockton.com		
INSURED 1448815 Wind River Environmental, LLC 46 Lizotte Dr. Marlborough MA 01752	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Starr Indemnity & Liability Company		38318
	INSURER B: Gemini Insurance Company		10833
	INSURER C: Evanston Insurance Company		35378
	INSURER D:		
	INSURER E:		
INSURER F:			

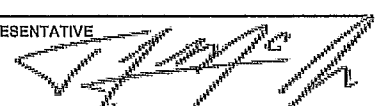
COVERAGES **CERTIFICATE NUMBER:** 15773971 **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:	N	N	1000090512261	6/30/2026	6/30/2027	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☒ Comp/Coll DedX ☒ Various	N	N	1000198836261 (AOS) 1000198837261 (MA)	6/30/2026 6/30/2026	6/30/2027 6/30/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B C	UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$	N	N	GVE100230107 MKLYSEUL106178	6/30/2026 6/30/2026	6/30/2027 6/30/2027	EACH OCCURRENCE \$ 7,000,000 AGGREGATE \$ 7,000,000 \$ XXXXXXXX
A A 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	N/A	1000003291 1001243274 1000090914261	6/30/2026 6/30/2026 6/30/2026	6/30/2027 6/30/2027 6/30/2027	☒ 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)

CERTIFICATE HOLDER**CANCELLATION** See Attachments

15773971 State of New Hampshire Department of Environmental Services Winnepesaukee River Basin Program Wastewater Treatment Plant P.O. Box 68 Franklin NH 03235	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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Professional Liability CTR00842380P-00	Limits: \$1,000,000 Per Claim \$1,000,000 Aggregate \$30,000 Retention
Policy Term: 12/3/2025-12/3/2026	
Insurer: Starstone Specialty Insurance Company	

Contractor's Pollution Liability - Claims Made ICELLUW00169039	Limits: \$5,000,000 Occurrence \$5,000,000 Aggregate \$25,000 Deductible
Policy Term: 6/30/2026-6/30/2027	
Insurer: Ironshore Specialty Insurance Company	

Rented & Leased Equipment RH3-D296566-08	Special Form Limits: \$650,000 Maximum Occurrence \$1,000 Deductible \$100,000 Valuable Papers
Policy Term: 6/30/2025-6/30/2026	
Insurer: The Hanover Insurance Company	