



The State of New Hampshire
Department of Environmental Services



*Beaul
58*

Thomas S. Burack, Commissioner

July 31, 2015

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize Department of Environmental Services (DES) to enter into **Sole Source** contract amendments with the following four vendors by increasing each contract amount by \$200,000 from \$940,000 to \$1,140,000, for environmental spill response, cleanup and tank removals at petroleum sites, effective upon Governor and Council (G&C) approval through June 30, 2017. The contracts were originally approved by G&C on July 10, 2013, Item #76 and amended on October 1, 2014, Item #36. 100% MTBE Settlement Funds.

Vendor Name	Location	Vendor #	Contract #	Amount
Clean Harbors Environmental, Inc.	Bow, NH	174558-R002	1031371	\$200,000
Cyn Environmental Services	Dover, NH	174543-R002	1031373	\$200,000
ENPRO Services, Inc.	Pembroke, NH	161724-B001	1031372	\$200,000
TMC Environmental	Portsmouth, NH	162134-B001	1031370	\$200,000
			TOTAL	\$800,000

Funds to support this request are anticipated to be available in the following account in State FY 2016 upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal Years and between each of the contractors through the Budget Office, if needed and justified.

03-44-44-444010-8893-102-500731
Dept. Environmental Services, MTBE Settlement Funds, Contracts for Program Services

FY 2016
\$800,000

EXPLANATION

DES is seeking to modify the existing contracts by increasing the contract to address currently identified MtBE site remediation and storage tank removal requirements. These amendments are considered to be **Sole Source** because the contract amendment amounts are greater than 10% of the original contracts. These amendments will make it possible to conduct emergency services (removal of drums, containers

and tanks with MtBE containing gasoline that are leaking or pose a release threat) as well as remediate gasoline spills or gasoline contaminated groundwater. Timely completion of storage tank removal operations associated with the approaching deadline for underground storage tank upgrades will facilitate the closure of sub-standard underground storage tanks and the unfettered removal of gasoline impacted soils associated with these tanks and associated piping. Timely removal of gasoline impacted soils will minimize impacts to groundwater quality, reduce the time necessary to achieve compliance with the Ambient Groundwater Quality Standards, and reduce the overall cost of site remediation. A **sole source** amendment of the existing contracts is the only possible way to complete the authorized work within the biennium due to the length of time required to procure response contractor services. The existing contracts include the four largest response firms operating within the State of New Hampshire and their capabilities, resources, and experience closely match the needs of the MtBE Remediation program. The types of services that will be required by the MtBE Remediation Bureau are consistent with the ones already provided under these existing contracts. These contracts were competitively bid during the initial procurement process in FY 2013.

These amendments have been approved by the Department of Justice as to form, content, and execution. In the event the funding is no longer available, General Funds will not be requested to support these contracts.

We respectfully request your approval.

H. Kevin Dubois
Acting Assistant Commissioner
for Thomas S. Burack, Commissioner

AMENDMENT #2 TO AGREEMENT

This Amendment to Agreement (hereinafter called the “Amendment”), by and between the State of New Hampshire, acting by and through the New Hampshire Department of Environmental Services (the “State”), and TMC Environmental (the “Contractor”).

WHEREAS, pursuant to an Agreement approved by the Governor and Executive Council on **July 10, 2013** (the “Agreement”), the Contractor has agreed to provide certain services upon the terms and conditions specified in the Agreement, in consideration of payment by the State of certain sums specified therein; and

WHEREAS, pursuant to paragraph 18 of the Agreement, the Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties thereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire; and

WHEREAS, the State and the Contractor have agreed to amend the agreement in certain respects;

NOW, THEREFORE, in consideration of the foregoing and of the covenants and conditions contained in the Agreement and set forth herein, the parties hereto do hereby agree as follows:

1. Amendment and Modification of Agreement.

The Contract is hereby amended as follows:

1.8 Price Limitation increase by \$200,000 from \$940,000 to \$1,140,000.

Exhibit B is modified to read as follows.

TMC Environmental					
ORG.	FY 2014	FY 2015	FY 2016	FY 2017	TOTAL
1400	\$107,500	\$107,500	\$107,500	\$107,500	\$430,000
1419	\$37,500	\$37,500	\$37,500	\$37,500	\$150,000
5392	\$27,500	\$27,500	\$27,500	\$27,500	\$110,000
8893	\$0	\$250,000	\$200,000	\$0	\$450,000
TOTALS	\$172,500	\$422,500	\$372,500	\$172,500	\$1,140,000

2. Effective Date of Amendment.

This Amendment is effective upon Governor & Council approval through June 30, 2017.

3. Continuance of Agreement.

Except as specifically amended and modified by the terms and conditions of this Agreement, the Agreement and the obligations of the parties thereunder shall remain in full force and effect in accordance with the terms and conditions set forth therein.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year written below.

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF ENVIRONMENTAL
SERVICES

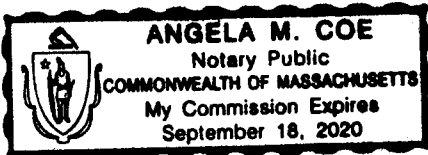
By: *H. Keith Dupuis* *Commissioner*
or Thomas S. Burack, Commissioner

TMC SERVICES, INC.
D/B/A TMC ENVIRONMENTAL

By: *[Signature]*
Matthew Clark, President/CEO

STATE OF MASSACHUSETTS
COUNTY OF NORFOLK

The foregoing instrument was acknowledged before me this **23rd** day of **June**,
2015, Matthew Clark, President/CEO.



Angela M. Coe

Notary Public/Justice of the Peace
Printed Name: Angela M. Coe
Commission Expires: September 18, 2020

Approval by OFFICE OF THE ATTORNEY GENERAL:

Date: 8/7/15

By: *[Signature]*

Approval by GOVERNOR AND EXECUTIVE COUNCIL:

Date:

By: _____

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that TMC Environmental is a New Hampshire trade name registered on April 13, 2012 and that TMC ENVIRONMENTAL & CONSTRUCTION SERVICES presently own(s) this trade name. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 7th day of August, A.D. 2015

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State



TMC ENVIRONMENTAL
Challenge us. Count on us.

BOARD OF DIRECTORS CORPORATE VOTE

At a duly authorized meeting of the Board of Trustees/Directors of TMC Services, Inc. d/b/a TMC Environmental, held on January 5, 2015, at which all the Trustees/Directors were present and waived notice, it was voted, that Matthew C. Clark, CEO of this organization, is authorized to execute contracts in the name and behalf of said organization, and affix its corporate seal thereto; and such execution of any contract or obligation in this organization's name on its behalf by such CEO under the seal of the organization shall be valid and binding upon this organization.

I hereby certify that I am the clerk of TMC Services, Inc. d/b/a TMC Environmental and that Matthew C. Clark is the duly elected CEO of said organization, and that the above vote has not been amended or rescinded and remains in full force and effect as of this date.

Signature

Thomas Clark, Jr., Corporate Secretary
Type Name / Title

June 23, 2015
Date

Corporate Seal



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/17/2015

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

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

PRODUCER Eagle Insurance Group, LLC Ten Commerce Way Suite 3 Raynham MA 02767	CONTACT NAME: Denise DeLeo PHONE (A/C, No, Ext): (508) 659-5250 FAX (A/C, No): (866) 676-9319 E-MAIL ADDRESS: denisedeleo@eagleinsurancegroup.net	
	INSURER(S) AFFORDING COVERAGE	
INSURED TMC Services, Inc., DBA: TMC Environmental 19 National Drive Franklin MA 02038	INSURER A: Markel American Insurance 28932	
	INSURER B: HDI Gerling America Insurance 41343	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES CERTIFICATE NUMBER: 15/16-all lines/\$5M umb REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		15PKGNE60042	4/21/2015	4/21/2016	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 10,000
	<input checked="" type="checkbox"/> Professional Liability		*General Liab ded \$10,000			PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> Contractor's Pollution		*Prof Liab Ded \$25,000			GENERAL AGGREGATE \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:						
<input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			*Contr Polutn Ded \$10,000			PRODUCTS - COMP/OP AGG \$ 2,000,000
			*NY specfd wrkrs-\$50k ded			\$
B	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO		**MCS90 & MM9955 (Broad Form Pollution) incl**	4/21/2015	4/21/2016	BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS	EAGCC000084915-Othr State			BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS	EAGCC-tbd-NH			PROPERTY DAMAGE (Per accident) \$
			EAGCC000085015-MA			\$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR					EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$ 5,000,000
	DED RETENTION \$		15EPXNE60016	4/21/2015	4/21/2016	\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N	(FL, MA, NH, NY, VT, ME, NJ, RI CT)	4/21/2015	4/21/2016	E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	includes USL&H coverage			E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
DES Contract for Contaminated Site Response and CleanUp.
Operations of the Insured.

CERTIFICATE HOLDER State of New Hampshire Dept of Environmental Services 29 Hazen Drive P.O. Box 95 Concord, NH 03302	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Michael Cox/DENISE

AMENDMENT #2 TO AGREEMENT

This Amendment to Agreement (hereinafter called the "Amendment"), by and between the State of New Hampshire, acting by and through the New Hampshire Department of Environmental Services (the "State"), and **Clean Harbors Environmental Services, Inc.** (the "Contractor").

WHEREAS, pursuant to an Agreement approved by the Governor and Executive Council on July 10, 2013 (the "Agreement") and amended on October 1, 2014, the Contractor has agreed to provide certain services upon the terms and conditions specified in the Agreement, in consideration of payment by the State of certain sums specified therein; and

WHEREAS, pursuant to paragraph 18 of the Agreement, the Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties thereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire; and

WHEREAS, the State and the Contractor have agreed to amend the agreement in certain respects;

NOW, THEREFORE, in consideration of the foregoing and of the covenants and conditions contained in the Agreement and set forth herein, the parties hereto do hereby agree as follows:

1. Amendment and Modification of Agreement.

The Contract is hereby amended as follows:

1.8 Price Limitation increase by \$200,000 from \$940,000 to \$1,140,000.

Exhibit B is modified to read as follows.

Clean Harbors Environmental Services, Inc.					
ORG.	FY 2014	FY 2015	FY 2016	FY 2017	TOTAL
1400	\$125,000	\$125,000	\$125,000	\$125,000	\$500,000
1419	\$37,500	\$37,500	\$37,500	\$37,500	\$150,000
5392	\$10,000	\$10,000	\$10,000	\$10,000	\$40,000
8893	\$0	\$250,000	\$200,000	\$0	\$450,000
TOTALS	\$172,500	\$422,500	\$372,500	\$172,500	\$1,140,000

2. Effective Date of Amendment.

This Amendment is effective upon Governor & Council approval through June 30, 2017.

3. Continuance of Agreement.

Except as specifically amended and modified by the terms and conditions of this Agreement, the Agreement and the obligations of the parties thereunder shall remain in full force and effect in accordance with the terms and conditions set forth therein.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year written below.

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF ENVIRONMENTAL
SERVICES

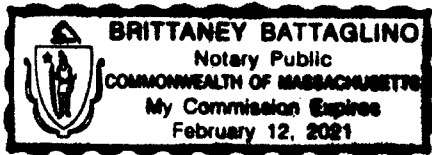
By: H. Kate DuBois
Acting Assistant Commissioner
for Thomas S. Burack, Commissioner

CLEAN HARBORS ENVIRONMENTAL
SERVICES INC.

By: William O'Connor
[NAME OF AUTHORIZED
REPRESENTATIVE OF CONTRACTOR]
William O'Connor
Sr. Vice President

STATE OF MASSACHUSETTS
COUNTY OF Plymouth

The foregoing instrument was acknowledged before me this 6th day of July,
2015, ~~[NAME OF AUTHORIZED REPRESENTATIVE OF CONTRACTOR]~~.
William O'Connor, Sr. Vice President



Brittany Battaglino
Notary Public/Justice of the Peace
Printed Name: Brittany Battaglino
Commission Expires: 2/12/2021

Approval by OFFICE OF THE ATTORNEY GENERAL:

Date: 8/5/15

By: [Signature]

Approval by GOVERNOR AND EXECUTIVE COUNCIL:

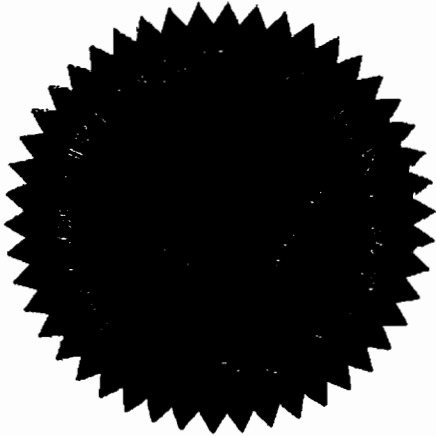
Date:

By: _____

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CLEAN HARBORS ENVIRONMENTAL SERVICES, INC. a(n) Massachusetts corporation, is authorized to transact business in New Hampshire and qualified on April 20, 1987. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 25th day of June, A.D. 2015

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

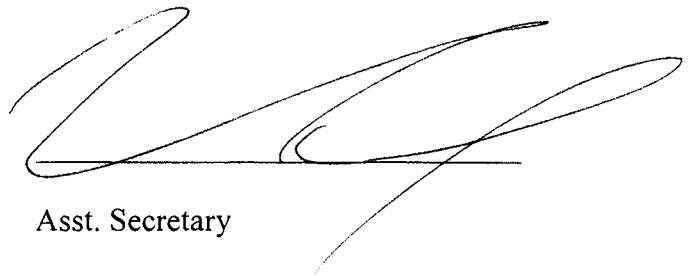
CERTIFICATE OF VOTE

At a duly authorized meeting of the Board of Directors of Clean Harbors Environmental Services, Inc. held on January 16, 2008 it VOTED that William F. O'Connor, Senior Vice President of this Company, be and hereby is authorized to execute contracts and bonds in the name and on behalf of said Company, and affix its corporate seal hereto; and such execution of any contract or obligation in this Company's name on its behalf by such officer under seal of the Company, shall be valid and binding upon this Company.

I hereby certify that I am the Asst. Secretary of the above named Corporation and that William F. O'Connor is the duly elected officer as above of said Company, and that the above vote has not been amended or rescinded and remains in full force and effect as the date of this contract.

3/30/15

Date



A handwritten signature in black ink, consisting of several loops and a long horizontal stroke, positioned above a horizontal line.

Asst. Secretary

Corporate Seal



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2
DATE (MM/DD/YYYY)
07/15/2015

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

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

PRODUCER Willis of Massachusetts, Inc. c/o 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME:		
	PHONE (A/C, NO, EXT):	877-945-7378	FAX (A/C, NO): 888-467-2378
	E-MAIL ADDRESS:	certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A:	ACE American Insurance Company	22667-001
INSURED Clean Harbors Environmental Services, Inc. and its affiliates 42 Longwater Drive Norwell, MA 02061	INSURER B:	American Guarantee and Liability Insuranc	26247-003
	INSURER C:	ACE American Insurance Company	22667-076
	INSURER D:	Indemnity Insurance Company of North Amer	43575-003
	INSURER E:	Catlin Specialty Insurance Company	15989-000
	INSURER F:		

COVERAGES CERTIFICATE NUMBER: 23383650 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU <input checked="" type="checkbox"/> Contractual GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		HDOG27338422	11/1/2014	11/1/2015	EACH OCCURRENCE	\$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 2,000,000
							GENERAL AGGREGATE	\$ 4,000,000
							PRODUCTS - COMP/OP AGG	\$ 4,000,000
								\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> MCS-90	Y		ISAH08829238	11/1/2014	11/1/2015	COMBINED SINGLE LIMIT (Ea accident)	\$ 5,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			AUC-4275262-10	11/1/2014	11/1/2015	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
								\$
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WLRC48019729	11/1/2014	11/1/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
D				WLRC48019730	11/1/2014	11/1/2015	E.L. EACH ACCIDENT	\$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 2,000,000
E	<input checked="" type="checkbox"/> Contractors Pollution Liability			CPV-671802-1115 CPL	11/1/2014	11/1/2015	\$10,000,000 Each Claim \$10,000,000 All Claims \$250,000 SIR	

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

Scope of Work: Field Services

See Attached:

CERTIFICATE HOLDER

State of New Hampshire - Dept of Env Svcs
Attn: Gary Lynn
29 Hazen Drive
Concord, NH 03302-0095

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



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis of Massachusetts, Inc.		NAMED INSURED Clean Harbors Environmental Services, Inc. and its affiliates 42 Longwater Drive Norwell, MA 02061	
POLICY NUMBER See First Page		EFFECTIVE DATE: See First Page	
CARRIER See First Page	NAIC CODE		

ADDITIONAL REMARKS
 THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Pollution Legal Liability
 Carrier: Indian Harbor Insurance Company
 Policy Number: PEC0042039-01
 Policy Term: 11/1/2014 - 11/1/2015
 Limits: \$10,000,000 Each Claim/Aggregate

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

AMENDMENT #2 TO AGREEMENT

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WHEREAS, pursuant to an Agreement approved by the Governor and Executive Council on **July 10, 2013** (the "Agreement"), the Contractor has agreed to provide certain services upon the terms and conditions specified in the Agreement, in consideration of payment by the State of certain sums specified therein; and

WHEREAS, pursuant to paragraph 18 of the Agreement, the Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties thereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire; and

WHEREAS, the State and the Contractor have agreed to amend the agreement in certain respects;

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ORG.	FY 2014	FY 2015	FY 2016	FY 2017	TOTAL
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1419	\$37,500	\$37,500	\$37,500	\$37,500	\$150,000
5392	\$0	\$0	\$0	\$0	\$0
8893	\$0	\$250,000	\$200,000	\$0	\$450,000
TOTALS	\$172,500	\$422,500	\$372,500	\$172,500	\$1,140,000

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IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year written below.

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF ENVIRONMENTAL
SERVICES

By: *Thomas S. Burack*
for Acting Assistant Commissioner
Thomas S. Burack, Commissioner

CYN ENVIRONMENTAL SERVICES

By: *Steven Tucci*
Steven Tucci

STATE OF MASSACHUSETTS
COUNTY OF Norfolk

The foregoing instrument was acknowledged before me this 16th day of July 2015, Steven Tucci.

Robin Marie Michelle Ibrahim
Notary Public/Justice of the Peace
Printed Name: Robin Marie Michelle Ibrahim
Commission Expires: 1-11-19



Approval by OFFICE OF THE ATTORNEY GENERAL:

Date: 8/5/15 By: *Chit-G. Ari*

Approval by GOVERNOR AND EXECUTIVE COUNCIL:

Date: _____ By: _____

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CYN ENVIRONMENTAL SERVICES is a New Hampshire trade name registered on May 22, 2000 and that CYN OIL CORPORATION presently own(s) this trade name. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



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 July, A.D. 2015

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State



CERTIFICATE OF AUTHORITY

At a meeting of Cyn Oil Corporation Board of Directors held on August 24, 2004 at which a quorum was present, it was voted that the following individuals of this company, be and are hereby authorized to execute contracts and bonds in the name of and on behalf of said company, and to affix its corporate seal thereto (if applicable), and such execution of any contract or obligation in this company's name or on its behalf by such individual, under seal of the company (if applicable), shall be valid and binding upon this company.

Name/Title

Albert Tucci , CEO

Steven Tucci, President

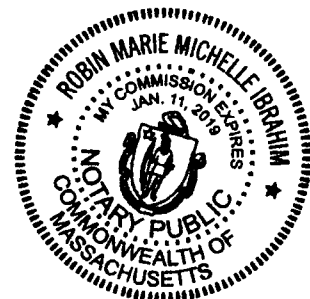
I hereby certify that I am the clerk of the above named company and that the information above is correct and that the above vote has not been amended or rescinded and remains in full force and effect as of this date.

Laurie A. Lapudal
(Clerk Signature)

7-15-15
(Date)

A true copy, Robin Marie Michelle Ibrahim
(Attested by Notary Public)

My commission expires on: 1-11-19
(Date)





CERTIFICATE OF LIABILITY INSURANCE

CYNEN-1

OP ID: SO

DATE (MM/DD/YYYY)
06/17/2015

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

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

PRODUCER Capstone Insurance LLC Suite 551 300 Washington Street Newton, MA 02458 Sean Coady	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED Cyn Oil Corporation dba Cyn Environmental Services Dave Kellner 100 Tosca Drive Stoughton, MA 02072	INSURER A : XL Specialty Insurance	
	INSURER B : Chubb Insurance	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

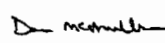
COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR XCUI Included <input checked="" type="checkbox"/> BI & PD included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC			GEC3000102-02	05/30/2015	05/30/2016	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 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> MCS90 incl <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> MM9955 inc			AEC0041044-02	05/30/2015	05/30/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$ UM/UIM \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			UEC0041045-02	05/30/2015	05/30/2016	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WEC0041046-02	05/30/2015	05/30/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Cont Poll & ProfI			PEC 90041050-02	05/30/2015	05/30/2016	Limits \$5M/ \$7M
B	Installation Fltr			0667-56-78	05/30/2015	05/30/2016	Limit 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 NHDES is included as Additional Insured as required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

NHDEPES NHDES 29 Hazen Drive Concord, NH 03301	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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© 1988-2010 ACORD CORPORATION. All rights reserved.

AMENDMENT #2 TO AGREEMENT

This Amendment to Agreement (hereinafter called the "Amendment"), by and between the State of New Hampshire, acting by and through the New Hampshire Department of Environmental Services (the "State"), and **ENPRO Services, Inc.** (the "Contractor").

WHEREAS, pursuant to an Agreement approved by the Governor and Executive Council on **July 10, 2013** (the "Agreement"), the Contractor has agreed to provide certain services upon the terms and conditions specified in the Agreement, in consideration of payment by the State of certain sums specified therein; and

WHEREAS, pursuant to paragraph 18 of the Agreement, the Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties thereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire; and

WHEREAS, the State and the Contractor have agreed to amend the agreement in certain respects;

NOW, THEREFORE, in consideration of the foregoing and of the covenants and conditions contained in the Agreement and set forth herein, the parties hereto do hereby agree as follows:

1. Amendment and Modification of Agreement.

The Contract is hereby amended as follows:

1.8 Price Limitation increase by \$200,000 from \$940,000 to \$1,140,000.

Exhibit B is modified to read as follows.

ENPRO Services, Inc.					
ORG.	FY 2014	FY 2015	FY 2016	FY 2017	TOTAL
1400	\$125,000	\$125,000	\$125,000	\$125,000	\$500,000
1419	\$37,500	\$37,500	\$37,500	\$37,500	\$150,000
5392	\$10,000	\$10,000	\$10,000	\$10,000	\$40,000
8893	\$0	\$250,000	\$200,000	\$0	\$450,000
TOTALS	\$172,500	\$422,500	\$372,500	\$172,500	\$1,140,000

2. Effective Date of Amendment.

This Amendment is effective upon Governor & Council approval through June 30, 2017.

3. Continuance of Agreement.

Except as specifically amended and modified by the terms and conditions of this Agreement, the Agreement and the obligations of the parties thereunder shall remain in full force and effect in accordance with the terms and conditions set forth therein.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year written below.

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF ENVIRONMENTAL
SERVICES

By: H. Keith Oubon
Acting Assistant Commissioner
for Thomas S. Burack, Commissioner

ENPRO SERVICES INC.

By: [Signature]
~~[NAME OF AUTHORIZED REPRESENTATIVE OF CONTRACTOR]~~ Geoffrey A. Brown, Senior VP
ENPRO Services, Inc.

STATE OF MASSACHUSETTS
COUNTY OF ESSEX

The foregoing instrument was acknowledged before me this 23rd day of June 2015, ~~[NAME OF AUTHORIZED REPRESENTATIVE OF CONTRACTOR]~~.

Geoffrey A. Brown
Melanie Barr Gonthier

Notary Public/Justice of the Peace

Printed Name: Melanie Barr Gonthier

Commission Expires: 5-25-18



Approval by OFFICE OF THE ATTORNEY GENERAL:

Date: 8/5/15 By: [Signature]

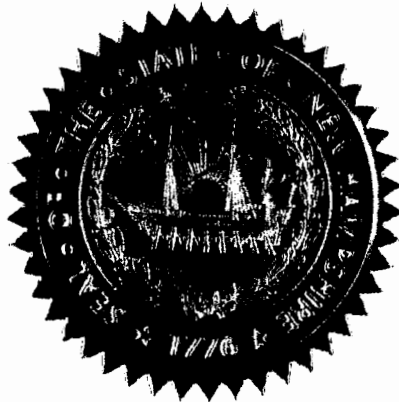
Approval by GOVERNOR AND EXECUTIVE COUNCIL:

Date: _____ By: _____

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that ENPRO SERVICES, INC. a(n) Massachusetts corporation, is authorized to transact business in New Hampshire and qualified on April 30, 2001. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 19th day of May, A.D. 2015

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

This Contract has been signed by the undersigned consistent with the requirements of the Contract and the instructions contained herein:

ENPRO Services, Inc. (Contractor) dated: June 23, 2015



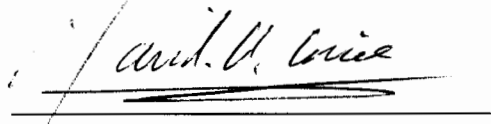
Signature of Authorized Representative

Geoffrey A. Brown, Ph.D. – Senior Vice President

I, David A. Cowie, certify that I am the Secretary of the Corporation named as Contractor in the Contract: that Geoffrey A. Brown, who signed the said Contract on behalf of the Contractor was then Senior Vice President of said corporation; that the signature thereto is genuine; and that said Contract was duly signed, sealed and delivered for and on behalf of said corporation by authority of its governing body.



WITNESS



David A. Cowie, Secretary

June 23, 2015



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/3/2015

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

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

PRODUCER FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101		CONTACT NAME: Carrie Morgan PHONE (A/C No. Ext): (603) 669-3218 FAX (A/C No.): (603) 645-4331 E-MAIL ADDRESS: cmorgan@crossagency.com	
INSURED ENPRO Services Inc 114 Bridge Road Salisbury MA 01952		INSURER(S) AFFORDING COVERAGE INSURER A: Nautilus Ins. Co. INSURER B: Great Divide Ins Co INSURER C: MEMIC Indemnity Company 11030 INSURER D: Aspen Specialty Ins Co INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: 15-16 All w/ Poll REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractors Pollution <input checked="" type="checkbox"/> Professional Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		ECPO1527313-14 Contractual Liability - Railroads: Blanket Basis General Liab Ded \$2,500 Professional Ded \$2,500	3/1/2015	3/1/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input checked="" 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		MAA1528238-14 (MA) BAP1527314-15 (NH VT ME) MCS-90 and Auto Pollution Liability	3/1/2015	3/1/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ 20,000 BODILY INJURY (Per accident) \$ 40,000 PROPERTY DAMAGE (Per accident) \$ Underinsured motorist \$ 100,000
A D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		FFX1527315-14 D. EXAE16814	3/1/2015	3/1/2016	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 EXCESS UMBRELLA \$ 9,000,000
	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 <input checked="" type="checkbox"/> N N/A	3102801507 (3a.) MA, ME, NH, NY, VT All Officers Included	3/1/2015	3/1/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L EACH ACCIDENT \$ 1,000,000 E.L DISEASE - EA EMPLOYEE \$ 1,000,000 E.L DISEASE - POLICY LIMIT \$ 1,000,000
A	Site Pollution Liability \$25,000 Deductible		ECPO1527313-14	3/1/2015	3/1/2016	Each Pollution Condition \$10,000,000 General Aggregate \$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Excess umbrella coverage \$9,000,000 (policy # EXAE16815 written by Aspen Specialty Insurance Co- policy term 3/1/15-3/1/16) provided over & above umbrella coverage listed above. The certificate holder is included as additional insured with respects to the CGL as per written contract. Refer to policy for exclusionary endorsements and special provisions.

CERTIFICATE HOLDER**CANCELLATION**

For Informational Purposes Only	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 Laura Perrin/JSC <i>Laura Perrin</i>

ATTACHMENT

COPY OF PREVIOUS CONTRACT AMENDMENT 1

FOR

CLEAN HARBORS, INC.

CYN ENVIRONMENTAL

ENPRO SERVICES, INC.

TMC ENVIRONMENTAL



The State of New Hampshire
Department of Environmental Services

Mary Lynn



Thomas S. Burack, Commissioner

September 3, 2014

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, NH 03301

APPROVED G & C
DATE 10/1/14
ITEM # 36

REQUESTED ACTION

Authorize Department of Environmental Services (DES) to enter into **Sole Source** contract amendments with the following four vendors by increasing each contract amount by \$250,000 from \$690,000 to \$940,000, for environmental spill response, cleanup and tank removals at petroleum sites, effective upon Governor and Council (G&C) approval through June 30, 2017. 100% MTBE Settlement Funds. The contracts were originally approved by G&C on July 10, 2013, Item #76.

Vendor Name	Location	Vendor #	Contract #	Amount
Clean Harbors Environmental, Inc.	Bow, NH	174558	1031371	\$250,000
Cyn Environmental Services	Dover, NH	174543	1031373	\$250,000
ENPRO Services, Inc.	Pembroke, NH	161724	1031372	\$250,000
TMC Environmental Services, Inc.	Portsmouth, NH	162134	1031370	\$250,000
			TOTAL	\$1,000,000

Funding is available in the account as follows with the 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.

03-44-44-444010-8893-102-500731
Dept. Environmental Services, MTBE Settlement Funds, Contracts for Program Services

FY 2015
\$1,000,000

EXPLANATION

The purpose of the requested action is to amend existing response contracts to add funding from the MtBE Settlement Funds. This will make it possible to conduct emergency services (removal of drums, containers and tanks with MtBE containing gasoline that are leaking or pose a release


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



threat) as well as remediate gasoline spills or gasoline contaminated groundwater. The contracts were originally approved by G&C on July 10, 2013, Item #76. These amendments are considered to be **sole source** because the contract amendment amounts are greater than 10% of the original contracts. DES maintains contracts with response firms for conducting oil spill response and cleanup activities to protect public health and the environment. When a responsible party can be identified, the statutes authorize recovery of costs incurred by the State. These contracts typically run for a multi-year period and the availability of the contracts ensure DES preparedness for emergencies, spill response, site cleanups and the identification and mitigation of new threats. DES is seeking to modify these existing contracts because the MtBE Settlement funding did not exist at the time that the contracts were authorized and the implementation of the MtBE Fund work is time critical. A sole source amendment of the existing contracts is the only possible way to complete the authorized work within the biennium due to the length of time required to procure response contractor services. The existing contracts include the four largest response firms operating within the State of New Hampshire and their capabilities and experience closely match the needs of the new program. The types of services that will be required by the new bureau are consistent with the ones already provided under these existing contracts.

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

We respectfully request your approval.


Thomas S. Burack, Commissioner

AMENDMENT #1 TO AGREEMENT

This Amendment to Agreement (hereinafter called the "Amendment"), by and between the State of New Hampshire, acting by and through the New Hampshire Department of Environmental Services (the "State"), and **TMC Environmental** (the "Contractor").

WHEREAS, pursuant to an Agreement approved by the Governor and Executive Council on **July 10, 2013** (the "Agreement"), the Contractor has agreed to provide certain services upon the terms and conditions specified in the Agreement, in consideration of payment by the State of certain sums specified therein; and

WHEREAS, pursuant to paragraph 18 of the Agreement, the Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties thereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire; and

WHEREAS, the State and the Contractor have agreed to amend the agreement in certain respects;

NOW, THEREFORE, in consideration of the foregoing and of the covenants and conditions contained in the Agreement and set forth herein, the parties hereto do hereby agree as follows:

1. Amendment and Modification of Agreement.

The Contract is hereby amended as follows: **1.8 Price Limitation increase by \$250,000 from \$690,000 to \$940,000.**

2. Effective Date of Amendment.

This Amendment is effective **upon Governor & Council approval through June 30, 2017.**

3. Continuance of Agreement.

Except as specifically amended and modified by the terms and conditions of this Agreement, the Agreement and the obligations of the parties thereunder shall remain in full force and effect in accordance with the terms and conditions set forth therein.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year written below.

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF ENVIRONMENTAL
SERVICES

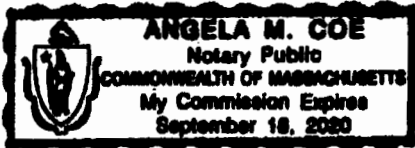
By: Thomas S. Burack
Thomas S. Burack, Commissioner

TMC ENVIRONMENTAL

By: Matthew Clark
Matthew Clark, President/CEO

STATE OF MASSACHUSETTS
COUNTY OF NORFOLK

The foregoing instrument was acknowledged before me this 5th day of August,
2014, Matthew Clark, President/CEO.



Angela M. Coe
Notary Public/Justice of the Peace
Printed Name: Angela M. Coe
Commission Expires: Sept. 18, 2020

Approval by OFFICE OF THE ATTORNEY GENERAL:
as to form, substance & execution

Date: 9-11-2014

By: LaNea

Approval by GOVERNOR AND EXECUTIVE COUNCIL:

Date:

By: _____



TMC ENVIRONMENTAL

Challenge us. Count on us.

**BOARD OF DIRECTORS
CORPORATE VOTE**

At a duly authorized meeting of the Board of Trustees/Directors of TMC Services, Inc. d/b/a TMC Environmental, held on January 2, 2014, at which all the Trustees/Directors were present and waived notice, it was voted, that Matthew C. Clark, CEO of this organization, is authorized to execute contracts in the name and behalf of said organization, and affix its corporate seal thereto; and such execution of any contract or obligation in this organization's name on its behalf by such CEO under the seal of the organization shall be valid and binding upon this organization.

I hereby certify that I am the clerk of TMC Services, Inc. d/b/a TMC Environmental and that Matthew C. Clark is the duly elected CEO of said organization, and that the above vote has not been amended or rescinded and remains in full force and effect as of this date.

Signature

Thomas Clark, Jr., Corporate Secretary
Type Name / Title

Aug. 4, 2014
Date

Corporate Seal

24 HOUR EMERGENCY RESPONSE 1.800.223.8865

19 National Drive • Franklin, Massachusetts 02038 • tel 508.966.6000 • fax 508.966.4861 • tmcenvironmental.com

MADE FROM
RECYCLED PAPER



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/17/2014

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

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

PRODUCER Eagle Insurance Group, LLC Ten Commerce Way Suite 3 Raynham MA 02767	CONTACT NAME: Denise DeLeo PHONE (A/C No. Ext): (508) 659-5250 FAX (A/C. No.): (866) 676-9319 E-MAIL ADDRESS: denisedeleo@eagleinsurancegroup.net																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A</td> <td>Markel American Insurance</td> <td>28932</td> </tr> <tr> <td>INSURER B</td> <td>HDI Gerling America Insurance</td> <td>41343</td> </tr> <tr> <td>INSURER C</td> <td>Acadia Insurance Company</td> <td>31325</td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A	Markel American Insurance	28932	INSURER B	HDI Gerling America Insurance	41343	INSURER C	Acadia Insurance Company	31325	INSURER D:			INSURER E:			INSURER F:	
INSURER(S) AFFORDING COVERAGE		NAIC #																			
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INSURER C	Acadia Insurance Company	31325																			
INSURER D:																					
INSURER E:																					
INSURER F:																					
INSURED TMC Services, Inc., DBA: TMC Environmental Forge Park 19 National Drive Franklin MA 02038																					

COVERAGES **CERTIFICATE NUMBER:** 14-15 Master-\$5M Umb **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Liability <input checked="" type="checkbox"/> Contractor's Pollution GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		14PKGNE60042 *General Liab Ded \$5,000 *Prof Liab Ded \$25,000 *Contr Pollution Ded \$5,000	4/21/2014	4/21/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		**MCS90 & MM9955 (Broad Form Pollution) included* EAGCC000084914-Othr State (CT, NY, VT, FL, NH, ME, NJ) EAGCC000085014-MA	4/21/2014	4/21/2015
A	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		14EPXNE60016	4/21/2014	4/21/2015	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
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 <input checked="" type="checkbox"/> N N/A	EWGCC000084914 (AL, FL, MA, NH, NY, VT, ME, NJ, RI, CT) includes USL&H coverage	4/21/2014	4/21/2015	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS 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
C	Hull and P&I		CHA5099458-12	4/21/2014	4/21/2015	\$1 ml

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Refer to policy for exclusionary endorsements and special provisions.

CERTIFICATE HOLDER**CANCELLATION**

New Hampshire DES Waste Management Division Steven A. Croce, P.E. P.O. Box 95 Concord, NH 03302	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 Michael Cox/DENISE <i>Michael Cox</i>
---	--

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that TMC Environmental is a New Hampshire trade name registered on April 13, 2012 and that TMC ENVIRONMENTAL & CONSTRUCTION SERVICES presently own(s) this trade name. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 4th day of August, A.D. 2014

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES



Thomas S. Burack, Commissioner

June 19, 2013

APPROVED G & C

DATE 7/10/13
 ITEM # 76

Her Excellency, Governor Margaret Wood Hassan
 And the Honorable Council
 State House
 Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Environmental Services (DES) to enter into contracts in the total amount of \$2,760,000 with the four vendors listed below for environmental spill response and cleanup, upon Governor and Council approval through June 30, 2017. 71% Oil Pollution Control Fund, 7% Hazardous Waste Cleanup Fund, and 22% Gasoline Ether Funds.

Funding is available in the accounts listed below 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 2014 - 2017 is contingent upon the availability and continued appropriation of funds.

<u>Contractor</u>	<u>Vendor Code#</u>	<u>Four-Year Contract Amount</u>
Clean Harbors Environmental, Inc., Bow, NH	174558	\$690,000
Cyn Environmental Services, Dover, NH	174543	\$690,000
ENPRO Services Inc., Pembroke, NH	161724	\$690,000
TMC Environmental Services, Inc., Portsmouth, NH	162134	\$690,000
Total:		\$2,760,000

<u>Fund Name and Account Number:</u>	<u>FY 2014</u>	<u>FY 2015</u>	<u>FY 2016</u>	<u>FY 2017</u>	<u>Total</u>
Oil Pollution Control Fund 03-44-44-444010-1400-102-500731	\$492,500	\$492,500	\$492,500	\$492,500	\$1,970,000
Hazardous Waste Cleanup Fund 03-44-44-444010-5392-102-500731	\$47,500	\$47,500	\$47,500	\$47,500	\$190,000
Gasoline Remediation & Elimination of Ethers Fund 03-44-44-444010-1419-102-500731	\$150,000	\$150,000	\$150,000	\$150,000	\$600,000
Total:	\$690,000	\$690,000	\$690,000	\$690,000	\$2,760,000

EXPLANATION

The Oil Pollution Control Fund under RSA 146-A, Hazardous Waste Cleanup Fund under RSA 147-B, and Gasoline Remediation and Elimination of Ethers Fund under RSA 146-G were established for environmental spill response and cleanup. The DES maintains contracts under these

DES Web Site: www.des.nh.gov
 P.O. Box 95, 29 Hazen Drive, Concord, New Hampshire 03302-0095
 Telephone: (603) 271-2905 Fax: (603) 271-2456 TDD Access: Relay NH 1-800-735-2864

The DES maintains contracts under these funds for conducting various oil spill response and cleanup activities to protect public health and the environment, often performed on an emergency basis. When a responsible party can be identified, the statutes authorize recovery of costs incurred by the State. These contracts are periodically renewed in consideration of preparedness for emergencies, changes in response and cleanup needs, identification of new threats, and economic conditions.

The DES 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 shop 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 expenditure as noted above for any one contractor and maximum aggregate expenditures of \$2,760,000 over the four-year contract period.

On October 2, 2012, the Department issued a Request for Qualifications (RFQ). Six (6) firms submitted qualifications packages and all contractors met the submission requirements. The DES Selection Committee evaluated each contractor's qualifications and experience, and scored the qualifications submissions. The rankings indicated that Clean Harbors Environmental, Inc., Bow, ENPRO Services Inc., Pembroke, TMC Environmental Services, Portsmouth, and Cyn Environmental Services, Dover, were the highest scoring firms. It was decided that four contractors would be awarded contracts with DES based on successful negotiation of a price schedule and performance standards.

See Attachments A and B for ranking of the six firms, evaluation scores, DES Selection Committee members, and funding allocation per contractor.

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. The DES will evaluate the degree to which the contractors meet project needs based on responsiveness, proximity to an event, capability, and past performance.

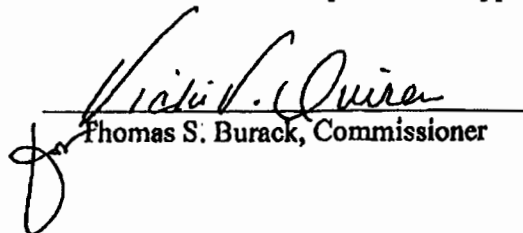
Unit prices in the Price Schedule, Exhibit B-1 are established for the initial year of the contract period based on an evaluation of fair market value, economic factors, and contractor input, and unit prices will be reviewed annually for consistency with fair market value, current rates, and economic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

The DES has a long history of response and cleanup management experience, and program personnel are qualified to oversee all components of the contractor's work. DES has awarded term contract remediation services with the four firms in the past, 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.

Attachments


Thomas S. Burack, Commissioner

Subject:

[Redacted Subject Line]


FORM NUMBER P-37 (version 1/09)

AGREEMENT

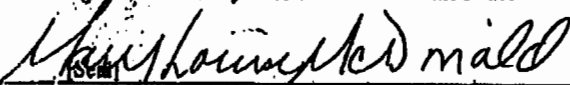
The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

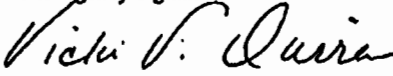
1. IDENTIFICATION.

1.1 State Agency Name Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive, P.O. Box 95, Concord, NH 03302	
1.3 Contractor Name TMC Environmental		1.4 Contractor Address 19 National Drive, Franklin, MA 02038	
1.5 Contractor Phone Number 508 966-6000	1.6 Account Number -See Attachment B-	1.7 Completion Date June 30, 2017	1.8 Price Limitation \$690,000.00
1.9 Contracting Officer for State Agency Steven A. Croce, P.E.		1.10 State Agency Telephone Number 603 271-2229	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Matthew Clark, President CEO	


1.13 Acknowledgement: State of MA, County of Norfolk
 On April 19, 2013, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

 MARY LOUISE MCDONALD
 Notary Public
 Commonwealth of Massachusetts
 My Commission Expires
 November 4, 2016

1.13.2 Name and Title of Notary or Justice of the Peace
 [Redacted]

1.14 State Agency Signature

 1.15 Name and Title of State Agency Signatory
 Thomas S. Burack, Commissioner

1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)
 By: _____ Director, On: _____

1.17 Approval by the Attorney General (Form, Substance and Execution)
 By:  On: 6-27-13

1.18 Approval by the Governor and Executive Council
 By: _____ On: _____

2. EMPLOYMENT OF CONTRACTOR/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 A 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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all 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 opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 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 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 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.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

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. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

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.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual

intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

EXHIBIT A

Scope of Work

1. The State has contracted separately with Clean Harbors Environmental Services, Inc., CYN Environmental Services, Inc., ENPRO Services, Inc., and TMC Environmental Services. 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 2014 – FY 2017 Contaminated Site Response and 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 & Prevention;
 - 2) Hazardous Material Incidents;
 - 3) Contaminated Site Planned Remediation;
 - 4) Removal of Underground and Aboveground Storage Tanks;
 - 5) Tractor-Trailer Truck Rollovers;
 - 6) Contain, Transport and Dispose of Unknowns – Gasses, Solids, & Liquids;
 - 7) Recovery of Submerged Petroleum-Powered Vehicles or Petroleum Containers;
 - 8) Response to Swift-Water Environment Spills;
 - 9) Spill Response Preparedness Training and Exercises;
 - 10) Oiled Wildlife Rescue;
 - 11) Clandestine Drug Labs;
 - 12) Terrorist Incidents; and
 - 13) 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.

EXHIBIT B

Contract Price and Payment Method

1. The total amount of all payments to each Contractor for this contract shall not exceed Six Hundred Ninety Thousand dollars (\$690,000). The breakdown of federal and state funds is as follows:

TMC					
ORG.	FY 2014	FY 2015	FY 2016	FY 2017	TOTAL
1400	\$107,500	\$107,500	\$107,500	\$107,500	\$430,000
1419	\$37,500	\$37,500	\$37,500	\$37,500	\$150,000
5392	\$27,500	\$27,500	\$27,500	\$27,500	\$110,000
TOTALS:	\$172,500	\$172,500	\$172,500	\$172,500	\$690,000

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 Price Schedule, Exhibit B-1, agreed-to by the State and the Contractor. For any special items not included in the Price Schedule, the Contractor shall be paid the firm 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. The Contractor may request compensation for fuel cost increases after July 1, 2013, based on actual fuel consumption for each work assignment and the per gallon incremental increase in fuel prices as published by the U.S. Department of Energy for New England (PADD 1A), using July 1, 2013 prices as a base. Percentage-based fuel cost surcharges shall not be payable.
5. 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.
6. 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. Payment for completed work shall be contingent upon Department approval of invoices based on verification of conformance with the contract terms.

EXHIBIT B-1 PRICE SCHEDULE

Petroleum/Hazardous Contaminated Spills and Cleanup

Contract Period: July 2013 - June 2017

ITEM	CATEGORY	UNITS	Unit Rate for 7/1/13 - 6/30/14 (1)
Item #	Labor		
L-1	Site Supervisor	Hour	\$92.00
L-2	Foreman	Hour	\$62.25
L-3	Technician	Hour	\$50.00
L-4	Field Chemist	Hour	\$69.65
L-5	Marine Laborer (6)	Hour	\$51.25
L-6	Boat Operator	Hour	\$56.48
L-7	Equipment Operator	Hour	\$55.10
L-8	Licensed Plumber	Hour	Cost + 15%
L-9	Licensed Electrician	Hour	Cost + 15%
L-10	Per Diem	Person/day	\$110.00
L-11	Overtime Premium (workday hours >10/day; weekend hours >8/day)	Hour	1.5 X Labor Rate
L-12	Police Detail	Hour	Cost + 10%
Item #	Health and Safety		
HS-1	Level A PPE	Day/person	\$222.00
HS-2	Level B PPE	Day/person	\$132.50
HS-3	Level C PPE	Day/person	\$75.00
HS-4	Level D - PPE	Day/person	\$25.00
Item #	Vehicles		
V-1	Automobiles, 2-wheel and 4-wheel drive	Mile	IRS Rate
V-2	Pickup Truck	Half-Day	\$71.14
V-3	Work/Utility Truck (Non-Emergency)	Half-Day	\$129.38
Item #	Vehicles & Trailers		
VT-1	Fully equipped Emergency Response Trailer	Half-Day	\$137.70
VT-2	Fully equipped Emergency Response Van	Half-Day	\$145.56
VT-3	Rack Truck	Half-Day	\$137.95

EXHIBIT B-1 PRICE SCHEDULE

Petroleum/Hazardous Contaminated Spills and Cleanup

Contract Period: July 2013 - June 2017

<u>ITEM</u>	<u>CATEGORY</u>	<u>UNITS</u>	<u>Unit Rate for 7/1/13 - 6/30/14 (1)</u>
VT-4	Transport Tankers, 3000 gallon minimum	Half-Day	\$175.74
VT-5	Dump Trailer	Half-Day	\$229.50
VT-6	Dump Truck - 12 Wheel	Half-Day	\$205.93
VT-7	Vacuum truck	Hour	\$71.14
VT-8	Vacuum truck - Stainless Steel	Hour	\$79.28
VT-9	Box Truck	Half-Day	\$175.74
VT-10	Lowboy trailer with tractor	Hour	\$116.26
VT-11	Roll-Off/Frac Tank Trailer or Truck	Hour	\$71.14
VT-12	Flat Bed Trailers	Half-Day	\$104.00
VT-13	Bobcat attachments	Half-Day	\$145.75
Item #	Excavating & Loading (3) (6)		
EL-1	Backhoe Loader, 4WD	Half-Day	\$291.13
EL-2	Mini-Excavator, 7500 lb, hydraulic	Half-Day	\$219.88
EL-3	Excavator - 25000 lb, hydraulic	Half-Day	\$374.11
EL-4	Excavator - 75000 lb, hydraulic	Half-Day	\$539.13
EL-5	Bobcat Loader- 700 lb, skidsteer	Half-Day	\$175.74
EL-6	Loader - 3 cy bucket, 4WD, diesel	Half-Day	\$374.11
EL-7	Vactor Truck	Hour	\$117.60
EL-8	Vactor Hose, 6 in. diameter	Foot	\$2.75

EXHIBIT B-1 PRICE SCHEDULE

Petroleum/Hazardous Contaminated Spills and Cleanup

Contract Period: July 2013 - June 2017

<u>ITEM</u>	<u>CATEGORY</u>	<u>UNITS</u>	<u>Unit Rate for 7/1/13 - 6/30/14 (1)</u>
EL-9	Pump Truck	Half-Day	Cost +15%
EL-10	Common Backfill	Ton	Cost + 10%
EL-11	Gravel/crushed stone	Ton	Cost + 10%
EL-12	Flowable Fill	Cubic Yard	Cost + 10%
EL-13	Loam	Cubic Yard or Ton	Cost +10%
EL-14	Grass seed	Pound	Cost + 10%
Item #	Absorbents, Cleaning, & Containment (2)		
ACC-1	6 mil poly roll 100'x20'	Each	\$93.75
ACC-2	Containment boom, up to 18"	Foot	\$1.33
ACC-3	Containment boom, 24"	Foot	\$1.58
ACC-4	Sorbent pads, 18"x18"x3/16", 200 per bale	Bale	\$93.80
ACC-5	Sorbent boom 10'x8' diam., 4 per bale	Bale	\$187.60
ACC-6	Speed-dry, 50lb. bag	Bag	\$7.12
ACC-7	Polyethylene bags, 36" x 60", 4 mil	Bag	\$1.02
ACC-8	Degreasers	Gallon	\$54.00
Item #	Containers		
C-1	Storage tank (1,000-2,500 gallon)	Half-Day	\$15.60
C-2	Storage tank (5,000-7,500 gallon)	Half-Day	\$15.60
C-3	Storage tank (Frac-20,000-gallon)	Half-Day	\$30.00
C-4	Roll-Off Container, 10 c.y.	Half-Day	\$9.18
C-5	Roll-Off Container, 20 c.y.	Half-Day	\$12.25
C-6	Roll-Off Container, 30 c.y.	Half-Day	\$13.25

EXHIBIT B-1 PRICE SCHEDULE

Petroleum/Hazardous Contaminated Spills and Cleanup

Contract Period: July 2013 - June 2017

<u>ITEM</u>	<u>CATEGORY</u>	<u>UNITS</u>	<u>Unit Rate for 7/1/13 - 6/30/14 (1)</u>
C-7	Roll-Off Liner, all sizes	Each	\$66.25
C-8	Drums, 55 gallon Type 17E, closed head	Each	\$40.00
C-9	Drums - 55 gallon 17H, open head	Each	\$40.00
C-10	Drums, 25M, poly, 55 gallon	Each	\$68.00
C-11	Drums, 17E, poly, 30 gallon	Each	\$59.00
C-12	Drums, 17H, poly, 30 gallon	Each	\$81.00
C-13	1 CuYd Box	Each	\$105.00
C-14	Pails, poly, 5 gallon (Lab Pack)	Each	\$9.35
C-15	Overpack drums, 1A2/X427/S, 85 gallon, steel	Each	\$166.00
C-16	Overpack drums, 1H2/X340/S, 85 gallon, poly	Each	\$170.00
Item #	Pumps		
P-1	Drum vacuum pump	Half-Day	\$39.76
P-2	Pump, pneumatic diaphragm, 1.5 in. to 3 in. discharge	Half-Day	\$49.95
P-3	Pump, electric centrifugal, 1.5 in. to 3 in. discharge	Half-Day	\$40.80
P-4	Pump, trash, 2 in. to 4 in. discharge	Half-Day	\$104.00
Item #	Tools & Equipment (2)		
TE-1	Transit or level, tripod, rod, and tape	Half-Day	\$41.80
TE-2	Blower/exhaust fan, explosion proof 5,000 CFM	Half-Day	\$33.60
TE-3	Blower/exhaust fan, explosion proof 5,000 CFM	Week	\$158.00
TE-4	Blower/exhaust fan, explosion proof 1,570 CFM	Half-Day	\$16.32
TE-5	Blower/exhaust fan, explosion proof 1,570 CFM	Week	\$93.80
TE-6	Charcoal Scrubber Treatment	Week	Cost + 15%
TE-7	Compactor - walk behind 20 x 28" vibrating plate type	Half-Day	\$57.10

EXHIBIT B-1 PRICE SCHEDULE

Petroleum/Hazardous Contaminated Spills and Cleanup

Contract Period: July 2013 - June 2017

<u>ITEM</u>	<u>CATEGORY</u>	<u>UNITS</u>	Unit Rate for 7/1/13 - 6/30/14 (1)
TE-8	Compactor - double drum type	Half-Day	\$114.20
TE-9	Air Compressor 126/175 psi	Half-Day	\$68.30
TE-10	Concrete Saw with blade	Day	\$234.55
TE-11	Concrete Saw Blade	Each	Cost + 10%
TE-12	Concrete corer - 6" to 8" diameter	Half-Day	\$83.60
TE-13	Generator, up to 5000 watt	Half-Day	\$66.25
TE-14	Jackhammer with bit and hose	Half-Day	\$44.80
TE-15	Skimmer - Duckbill, Sturp, Swiss	Half-Day	\$31.60
TE-16	Water Blaster - up to 3,000 psi	Half-Day	\$52.00
TE-17	Steam Cleaner - 800 psi	Half-Day	\$62.20
TE-18	Reciprocating saw, electric or pneumatic w/ blades	Half-Day	\$31.60
TE-19	Light tower w/generator	Half-Day	\$114.20
TE-20	Portable floodlight	Half-Day	\$28.50
TE-21	Chain Saw, gas or electric, all sizes	Half-Day	\$33.60
TE-22	Rotary percussion drill, electric or pneumatic, 1/2" to 3/4"	Half-Day	\$33.60
TE-23	All other powered hand tools	Half-Day	\$20.40
TE-24	Traffic Signs Package	Incident	\$102.00
TE-25	Heat Blanket	Day	\$25.50
TE-26	Glycol Heater	Day	\$650.00
TE-27	HEPA Vacuum, wet/dry	Half-Day	\$45.00
TE-28	Mercury Vacuum	Half-Day	\$75.00
Item #	Marine		
M-1	Row Boat	Half-Day	\$40.80
M-2	Power Boat, up to 16 foot	Half-Day	\$204.00
M-3	Power Boat, 16 to 22 foot	Day	\$255.00
M-4	Boom Boat, 22 to 35 foot	Day	\$950.00

EXHIBIT B-1 PRICE SCHEDULE

Petroleum/Hazardous Contaminated Spills and Cleanup

Contract Period: July 2013 - June 2017

<u>ITEM</u>	<u>CATEGORY</u>	<u>UNITS</u>	<u>Unit Rate for 7/1/13 - 6/30/14 (1)</u>
Item #	Disposal & Treatment		
DT-1	Bulk Liquid Disposal (gasoline/water)	Gallon	\$1.82
DT-2	Bulk Liquid Disposal (fuel oil/water)	Gallon	\$0.61
DT-3	Bulk Liquid Disposal (Heavy Oil/water)	Gallon	\$0.69
DT-4	Mixed Liquid Disposal (gasoline/water)	Drum	\$260.00
DT-5	Gasoline-Contaminated Debris in Drums (Hazardous)	Drum	\$245.00
DT-6	Oil-Contaminated Debris in Drums (Non-Hazardous)	Drum	\$98.00
DT-7	Mixed Liquid Disposal (fuel oil/water)	Drum	\$128.00
DT-8	Oily Debris Disposal in Bags	Bag	\$31.00
DT-9	Bulk Oily Debris Disposal	Ton	Cost + 15%
DT-10	VPC Soil - Thermal Treatment or Landfill Disposal < 60 tons	Ton	Cost + 15%
DT-11	VPC Soil - Thermal Treatment or Landfill Disposal > 60 tons	Ton	Minimum 2 Quotes required
DT-12	VPC Soil (small quantities in drums) (4)	Drum	\$98.00
DT-13	Other Petroleum wastes	T-packs	Minimum 2 Quotes required
DT-14	Bulk Liquid Disposal (hazardous waste)	Gallon	Minimum 2 Quotes required
DT-15	Other Hazardous waste	T-packs	Minimum 2 Quotes required
Item #	Hazardous/Petroleum Storage Tank Removals		
TANK-1	Tank closure, materials disposal and site restoration	Project-specific Quote Required	
Item #	Meters - Detectors		
MD-1	Photolonization detector (PID)	Day	\$90
MD-2	Flameionization detector (FID)	Day	\$90
MD-3	Water level meter	Day	\$15.00
MD-4	Oil/Water Interface probe	Day	\$25.00
MD-5	Metal detector	Day	\$15.00
MD-6	Multi-Gas Meter (VOCs, LEL, O ₂)	Day	\$94.00
MD-7	Drager/Synskdyne (plus tubes)	Day	\$30 + tubes cost + 15%
MD-8	Mercury Vapor Analyzer (Jerome Meter)	Day	\$150.00

EXHIBIT B-1 PRICE SCHEDULE

Petroleum/Hazardous Contaminated Spills and Cleanup

Contract Period: July 2013 - June 2017

<u>ITEM</u>	<u>CATEGORY</u>	<u>UNITS</u>	<u>Unit Rate for 7/1/13 - 6/30/14 (1)</u>
MD-9	Unknown Hazardous Waste Field ID Kit	Day	\$150.00
MD-10	Unknown Compressed Gas Field ID Kit	Day	\$150.00
Item #	Sampling Equipment and Supplies		
S-1	Disposable bailers	Each	\$12.00
S-2	Encore™ sample container for use with samplers Method 5035	Each	\$8.00
S-3	Field Supplies	Day	\$25.00
S-4	Groundwater sampling filter	Each	\$20.00
S-5	Groundwater sampling pump	Day	\$40.00
Item #	Laboratory Analysis		
LA-1	Various methodologies as appropriate, including 24-hour turnaround if requested by DES	Each	DES-Approved Rate + 15%
Item #	Subcontractor Markup, Fuel Cost Adjustment & Other Multipliers		
CS-1	Subcontract services per Section O, Specifications.		Cost + 15%
CS-2	Materials, supplies and rentals, not a listed item and no subcontract		Cost + 10%
CS-3	Fuel cost adjustment		Calculated Cost Differential Using DES Worksheet & Standard MPG/Hourly Fuel Consumption (9)

(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) Since IR Service providers have experienced increased motor fuel costs and have not used the DES worksheet for calculating the cost differential, DES has applied a one-time adjustment to the rates for trucks and heavy equipment by a 6.7 % incremental cost factor for company-owned equipment.

(4) Assumes that any large quantity of soil will be disposed as bulk wastes, 5 drums or less is considered small quantity since 5 drums cost \$490 versus a minimum load 10 tons at \$42 per ton plus administrative costs.

(5) The new Boat Technician hourly rate will also be applied to IR Service personnel that are used for boom deployment exercises, DES boat orientation, and joint-agency spill exercises.

(6) The daily rates are modified, as noted in (3), for company-owned equipment only; rented trucks and heavy equipment are limited to actual cost + 10% markup, and cannot exceed the owned-equipment rate.

EXHIBIT C

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 or is found brokering a work assignment to another Contractor or to unqualified subcontractors.



TMC ENVIRONMENTAL

Challenge us. Count on us.

**BOARD OF DIRECTORS
CORPORATE VOTE**

At a duly authorized meeting of the Board of Trustees/Directors of TMC Services, Inc. d/b/a TMC Environmental, held on January 2, 2013, at which all the Trustees/Directors were present and waived notice, it was voted, that Matthew C. Clark, CEO of this organization, is authorized to execute contracts in the name and behalf of said organization, and affix its corporate seal thereto; and such execution of any contract or obligation in this organization's name on its behalf by such CEO under the seal of the organization shall be valid and binding upon this organization.

I hereby certify that I am the clerk of TMC Services, Inc. d/b/a TMC Environmental and that Matthew C. Clark is the duly elected CEO of said organization, and that the above vote has not been amended or rescinded and remains in full force and effect as of this date.



Signature

Thomas Clark, Jr., Corporate Secretary
Type Name / Title

May 1, 2013

Date

Corporate Seal

24 HOUR EMERGENCY RESPONSE 1.800.223.8865

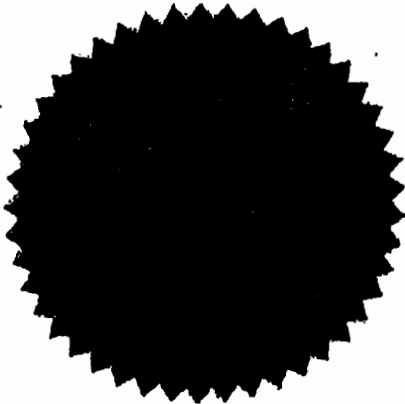
19 National Drive • Franklin, Massachusetts 02038 • tel 508.988.6000 • fax 508.988.4861 • tmcenvironmental.com



State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that TMC SERVICES, INC. doing business in New Hampshire as TMC ENVIRONMENTAL & CONSTRUCTION SERVICES, a(n) Massachusetts corporation, is authorized to transact business in New Hampshire and qualified on September 21, 2004. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 26th day of April, A.D. 2013

A handwritten signature in cursive script, appearing to read "William Gardner", is written over the printed name.

William M. Gardner
Secretary of State

AMENDMENT #1 TO AGREEMENT

This Amendment to Agreement (hereinafter called the "Amendment"), by and between the State of New Hampshire, acting by and through the New Hampshire Department of Environmental Services (the "State"), and **Clean Harbors Environmental Services, Inc.** (the "Contractor").

WHEREAS, pursuant to an Agreement approved by the Governor and Executive Council on **July 10, 2013** (the "Agreement"), the Contractor has agreed to provide certain services upon the terms and conditions specified in the Agreement, in consideration of payment by the State of certain sums specified therein; and

WHEREAS, pursuant to paragraph 18 of the Agreement, the Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties thereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire; and

WHEREAS, the State and the Contractor have agreed to amend the agreement in certain respects;

NOW, THEREFORE, in consideration of the foregoing and of the covenants and conditions contained in the Agreement and set forth herein, the parties hereto do hereby agree as follows:

1. Amendment and Modification of Agreement.

The Contract is hereby amended as follows: **1.8 Price Limitation increase by \$250,000 from \$690,000 to \$940,000.**

2. Effective Date of Amendment.

This Amendment is effective **upon Governor & Council approval through June 30, 2017.**

3. Continuance of Agreement.

Except as specifically amended and modified by the terms and conditions of this Agreement, the Agreement and the obligations of the parties thereunder shall remain in full force and effect in accordance with the terms and conditions set forth therein.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year written below.

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF ENVIRONMENTAL
SERVICES

By: Thomas S. Burack
Thomas S. Burack, Commissioner

CLEAN HARBORS ENVIRONMENTAL
SERVICES INC.

By: Gregory Malab
[NAME OF AUTHORIZED
REPRESENTATIVE OF CONTRACTOR]

STATE OF MASSACHUSETTS
COUNTY OF Plymouth

The foregoing instrument was acknowledged before me this 12th day of August 2014, [NAME OF AUTHORIZED REPRESENTATIVE OF CONTRACTOR].

Gregory Malab

Coleen O'Donnell Robbie

Notary Public/Justice of the Peace

Printed Name: Coleen O'Donnell Robbie

Commission Expires: 4.17.2020

Approval by OFFICE OF THE ATTORNEY GENERAL:

As to form, substance + execution

Date: 9-11-2014

By: [Signature]



COLEEN O'DONNELL ROBBIE
Notary Public
Commonwealth of Massachusetts
My Commission Expires
April 17, 2020

Approval by GOVERNOR AND EXECUTIVE COUNCIL:

Date:

By: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/06/2014

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

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

PRODUCER		CONTACT NAME:	
Willis of Massachusetts, Inc. c/o 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191		PHONE (A/C NO. EXT): 877-945-7378	FAX (A/C NO.): 888-467-2378
		E-MAIL ADDRESS: certificates@willis.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: ACE American Insurance Company	NAIC#: 22667-001
		INSURER B: American Guarantee and Liability Insurance	26247-003
		INSURER C: Indemnity Insurance Company of North Amer	43575-003
		INSURER D: ACE American Insurance Company	22667-076
		INSURER E: Catlin Specialty Insurance Company	15989-000
		INSURER F:	
INSURED			
Clean Harbors Environmental Services, Inc. and its affiliates 42 Longwater Drive Norwell, MA 02061			

COVERAGES **CERTIFICATE NUMBER: 21912729** **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	ADD'L INSPRO	SUBP WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU <input checked="" type="checkbox"/> Contractual GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y		HDOG27327758	11/1/2013	11/1/2014	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> MCS-90	Y		ISAB08815161	11/1/2013	11/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			AUC-4275262-09	11/1/2013	11/1/2014	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	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	WLRC47873976	11/1/2013	11/1/2014	<input checked="" type="checkbox"/> WC STATUS-TORY LIMITS <input type="checkbox"/> OTHER
D			N/A	WLRC47873952	11/1/2013	11/1/2014	E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
E	Contractors Pollution Liability			CPV-671802-1114 CPL	11/1/2013	11/1/2014	\$10,000,000 Each Claim \$10,000,000 All Claims \$250,000 SIR

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach Acord 101, Additional Remarks Schedule, if more space is required)
Scope of Work: Field Service - assistance with clean-up of petroleum releases.

See Attached:

CERTIFICATE HOLDER

CANCELLATION

New Hampshire Department of Environmental Services
Attn: Gary Lynn
PO Box 95, 29 Hazen Drive
Concord, NH 03302-0095

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
[Signature]


CERTIFICATE OF VOTE

At a duly authorized meeting of the Board of Directors of Clean Harbors Environmental Services, Inc. held on January 16, 2008 it VOTED that Gregory Malerbi, Senior Vice President of this Company, be and hereby is authorized to execute contracts and bonds in the name and on behalf of said Company, and affix its corporate seal hereto; and such execution of any contract or obligation in this Company's name on its behalf by such officer under seal of the Company, shall be valid and binding upon this Company.

I hereby certify that I am the Asst. Secretary of the above named Corporation and that Gregory Malerbi is the duly elected officer as above of said Company, and that the above vote has not been amended or rescinded and remains in full force and effect as the date of this contract.

8/21/14

Date



Michael McDonald
Asst. Secretary

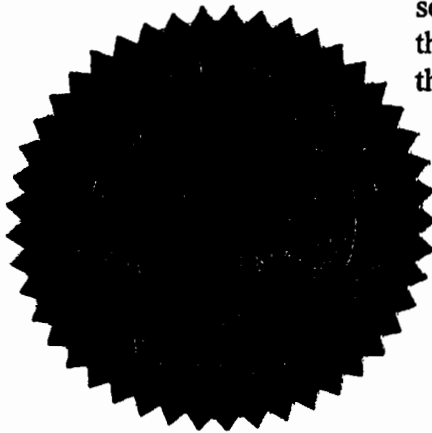
Corporate Seal

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CLEAN HARBORS ENVIRONMENTAL SERVICES, INC. a(n) Massachusetts corporation, is authorized to transact business in New Hampshire and qualified on April 20, 1987. I further certify that all fees and annual reports required by the Secretary of State's office have been received.

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 August, A.D. 2014



A handwritten signature in cursive script, appearing to read "William M. Gardner", is written over the printed name.

William M. Gardner
Secretary of State



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES



Thomas S. Burack, Commissioner

June 19, 2013

APPROVED G & C

DATE 7/10/13
 ITEM # 76

Her Excellency, Governor Margaret Wood Hassan
 And the Honorable Council
 State House
 Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Environmental Services (DES) to enter into contracts in the total amount of \$2,760,000 with the four vendors listed below for environmental spill response and cleanup, upon Governor and Council approval through June 30, 2017. 71% Oil Pollution Control Fund, 7% Hazardous Waste Cleanup Fund, and 22% Gasoline Ether Funds.

Funding is available in the accounts listed below 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 2014 - 2017 is contingent upon the availability and continued appropriation of funds.

<u>Contractor</u>	<u>Vendor Code#</u>	<u>Four-Year Contract Amount</u>
Clean Harbors Environmental, Inc., Bow, NH	174558	\$690,000
Cyn Environmental Services, Dover, NH	174543	\$690,000
ENPRO Services Inc., Pembroke, NH	161724	\$690,000
TMC Environmental Services, Inc., Portsmouth, NH	162134	\$690,000
Total:		\$2,760,000

<u>Fund Name and Account Number:</u>	<u>FY 2014</u>	<u>FY 2015</u>	<u>FY 2016</u>	<u>FY 2017</u>	<u>Total</u>
Oil Pollution Control Fund 03-44-44-444010-1400-102-500731	\$492,500	\$492,500	\$492,500	\$492,500	\$1,970,000
Hazardous Waste Cleanup Fund 03-44-44-444010-5392-102-500731	\$47,500	\$47,500	\$47,500	\$47,500	\$190,000
Gasoline Remediation & Elimination of Ethers Fund 03-44-44-444010-1419-102-500731	\$150,000	\$150,000	\$150,000	\$150,000	\$600,000
Total:	\$690,000	\$690,000	\$690,000	\$690,000	\$2,760,000

EXPLANATION

The Oil Pollution Control Fund under RSA 146-A, Hazardous Waste Cleanup Fund under RSA 147-B, and Gasoline Remediation and Elimination of Ethers Fund under RSA 146-G were established for environmental spill response and cleanup. The DES maintains contracts under these

DES Web Site: www.des.nh.gov
 P.O. Box 95, 29 Hazen Drive, Concord, New Hampshire 03302-0095
 Telephone: (603) 271-2905 Fax: (603) 271-2456 TDD Access: Relay NH 1-800-735-2864

The DES maintains contracts under these funds for conducting various oil spill response and cleanup activities to protect public health and the environment, often performed on an emergency basis. When a responsible party can be identified, the statutes authorize recovery of costs incurred by the State. These contracts are periodically renewed in consideration of preparedness for emergencies, changes in response and cleanup needs, identification of new threats, and economic conditions.

The DES 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 shop 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 expenditure as noted above for any one contractor and maximum aggregate expenditures of \$2,760,000 over the four-year contract period.

On October 2, 2012, the Department issued a Request for Qualifications (RFQ). Six (6) firms submitted qualifications packages and all contractors met the submission requirements. The DES Selection Committee evaluated each contractor's qualifications and experience, and scored the qualifications submissions. The rankings indicated that Clean Harbors Environmental, Inc., Bow, ENPRO Services Inc., Pembroke, TMC Environmental Services, Portsmouth, and Cyn Environmental Services, Dover, were the highest scoring firms. It was decided that four contractors would be awarded contracts with DES based on successful negotiation of a price schedule and performance standards.

See Attachments A and B for ranking of the six firms, evaluation scores, DES Selection Committee members, and funding allocation per contractor.

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. The DES will evaluate the degree to which the contractors meet project needs based on responsiveness, proximity to an event, capability, and past performance.

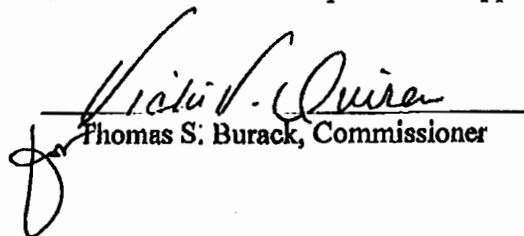
Unit prices in the Price Schedule, Exhibit B-1 are established for the initial year of the contract period based on an evaluation of fair market value, economic factors, and contractor input, and unit prices will be reviewed annually for consistency with fair market value, current rates, and economic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

The DES has a long history of response and cleanup management experience, and program personnel are qualified to oversee all components of the contractor's work. DES has awarded term contract remediation services with the four firms in the past, 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.

Attachments


Thomas S. Burack, Commissioner



Subject: FORM NUMBER P-37 (version 1/09)

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

1. IDENTIFICATION.

1.1 State Agency Name <div style="border: 1px solid black; padding: 2px;">Department of Environmental Services</div>		1.2 State Agency Address <div style="border: 1px solid black; padding: 2px;">29 Hazen Drive, P.O. Box 95, Concord, NH 03302</div>	
1.3 Contractor Name <div style="border: 1px solid black; padding: 2px;">Clean Harbors Environmental Services, Inc.</div>		1.4 Contractor Address <div style="border: 1px solid black; padding: 2px;">42 Longwater Drive, Norwell, MA 02162</div>	
1.5 Contractor Phone Number <div style="border: 1px solid black; padding: 2px;">603 224-6626</div>	1.6 Account Number <div style="border: 1px solid black; padding: 2px;">-See Attachment B-</div>	1.7 Completion Date <div style="border: 1px solid black; padding: 2px;">June 30, 2017</div>	1.8 Price Limitation <div style="border: 1px solid black; padding: 2px;">\$690,000.00</div>
1.9 Contracting Officer for State Agency <div style="border: 1px solid black; padding: 2px;">Steven A. Croce, P.E.</div>		1.10 State Agency Telephone Number <div style="border: 1px solid black; padding: 2px;">603 271-2229</div>	
1.11 Contractor Signature <div style="border: 1px solid black; padding: 2px;"></div>		1.12 Name and Title of Contractor Signatory <div style="border: 1px solid black; padding: 2px;">William F. Connors / Sr. Vice President</div>	
1.13 Acknowledgement: State of MA , County of Plymouth On 5.28.2013 , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed COLEEN O'DONNELL ROBBIE indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <div style="border: 1px solid black; padding: 2px;">[Seal] </div>		 Notary Public	
1.13.2 Name and Title of Notary or Justice of the Peace <div style="border: 1px solid black; padding: 2px;">Coleen O'Donnell Robbie, Paralegal</div>			
1.14 State Agency Signature <div style="border: 1px solid black; padding: 2px;"></div>		1.15 Name and Title of State Agency Signatory <div style="border: 1px solid black; padding: 2px;">Thomas S. Burack, Commissioner</div>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: On: 6/27/13			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/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 A 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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all 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 opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 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 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 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.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. **TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

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. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

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.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual

intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

EXHIBIT A

Scope of Work

1. The State has contracted separately with Clean Harbors Environmental Services, Inc., CYN Environmental Services, Inc., ENPRO Services, Inc., and TMC Environmental Services. 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 2014 – FY 2017 Contaminated Site Response and 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 & Prevention;
 - 2) Hazardous Material Incidents;
 - 3) Contaminated Site Planned Remediation;
 - 4) Removal of Underground and Aboveground Storage Tanks;
 - 5) Tractor-Trailer Truck Rollovers;
 - 6) Contain, Transport and Dispose of Unknowns – Gasses, Solids, & Liquids;
 - 7) Recovery of Submerged Petroleum-Powered Vehicles or Petroleum Containers;
 - 8) Response to Swift-Water Environment Spills;
 - 9) Spill Response Preparedness Training and Exercises;
 - 10) Oiled Wildlife Rescue;
 - 11) Clandestine Drug Labs;
 - 12) Terrorist Incidents; and
 - 13) 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.

EXHIBIT B

Contract Price and Payment Method

1. The total amount of all payments to each Contractor for this contract shall not exceed Six Hundred Ninety Thousand dollars (\$690,000). The breakdown of federal and state funds is as follows:

CHES					
ORG.	FY 2014	FY 2015	FY 2016	FY 2017	TOTAL
1400	\$125,000	\$125,000	\$125,000	\$125,000	\$500,000
1419	\$37,500	\$37,500	\$37,500	\$37,500	\$150,000
5392	\$10,000	\$10,000	\$10,000	\$10,000	\$40,000
TOTALS:	\$172,500	\$172,500	\$172,500	\$172,500	\$690,000

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 Price Schedule, Exhibit B-1, agreed-to by the State and the Contractor. For any special items not included in the Price Schedule, the Contractor shall be paid the firm 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. The Contractor may request compensation for fuel cost increases after July 1, 2013, based on actual fuel consumption for each work assignment and the per gallon incremental increase in fuel prices as published by the U.S. Department of Energy for New England (PADD 1A), using July 1, 2013 prices as a base. Percentage-based fuel cost surcharges shall not be payable.
5. 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.
6. 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. Payment for completed work shall be contingent upon Department approval of invoices based on verification of conformance with the contract terms.

EXHIBIT B-1 PRICE SCHEDULE

Petroleum/Hazardous Contaminated Spills and Cleanup

Contract Period: July 2013 - June 2017

<u>ITEM</u>	<u>CATEGORY</u>	<u>UNITS</u>	<u>Unit Rate for 7/1/13 - 6/30/14 (1)</u>
Item #	Labor		
L-1	Site Supervisor	Hour	\$92.00
L-2	Foreman	Hour	\$62.25
L-3	Technician	Hour	\$50.00
L-4	Field Chemist	Hour	\$69.55
L-5	Marine Laborer (6)	Hour	\$51.25
L-6	Boat Operator	Hour	\$56.48
L-7	Equipment Operator	Hour	\$55.10
L-8	Licensed Plumber	Hour	Cost + 15%
L-9	Licensed Electrician	Hour	Cost + 15%
L-10	Per Diem	Person/day	\$110.00
L-11	Overtime Premium (workday hours >10/day; weekend hours >8/day)	Hour	1.5 X Labor Rate
L-12	Police Detail	Hour	Cost + 10%
Item #	Health and Safety		
HS-1	Level A PPE	Day/person	\$222.00
HS-2	Level B PPE	Day/person	\$132.50
HS-3	Level C PPE	Day/person	\$75.00
HS-4	Level D - PPE	Day/person	\$25.00
Item #	Vehicles		
V-1	Automobiles, 2-wheel and 4-wheel drive	Mile	IRS Rate
V-2	Pickup Truck	Half-Day	\$71.14
V-3	Work/Utility Truck (Non-Emergency)	Half-Day	\$129.38
Item #	Vehicles & Trailers		
VT-1	Fully equipped Emergency Response Trailer	Half-Day	\$137.70
VT-2	Fully equipped Emergency Response Van	Half-Day	\$146.56
VT-3	Rack Truck	Half-Day	\$137.95

EXHIBIT B-1 PRICE SCHEDULE

Petroleum/Hazardous Contaminated Spills and Cleanup

Contract Period: July 2013 - June 2017

<u>ITEM</u>	<u>CATEGORY</u>	<u>UNITS</u>	Unit Rate for 7/1/13 - 6/30/14 (1)
VT-4	Transport Tankers, 3000 gallon minimum	Half-Day	\$175.74
VT-5	Dump Trailer	Half-Day	\$229.50
VT-6	Dump Truck - 12 Wheel	Half-Day	\$205.93
VT-7	Vacuum truck	Hour	\$71.14
VT-8	Vacuum truck - Stainless Steel	Hour	\$79.28
VT-9	Box Truck	Half-Day	\$175.74
VT-10	Lowboy trailer with tractor	Hour	\$116.28
VT-11	Roll-Off/Frac Tank Trailer or Truck	Hour	\$71.14
VT-12	Flat Bed Trailers	Half-Day	\$104.00
VT-13	Bobcat attachments	Half-Day	\$145.75
Item #	Excavating & Loading (3) (6)		
EL-1	Backhoe Loader, 4WD	Half-Day	\$291.13
EL-2	Mini-Excavator, 7500 lb, hydraulic	Half-Day	\$219.88
EL-3	Excavator - 25000 lb, hydraulic	Half-Day	\$374.11
EL-4	Excavator - 75000 lb, hydraulic	Half-Day	\$639.13
EL-5	Bobcat Loader- 700 lb, skidsteer	Half-Day	\$175.74
EL-6	Loader - 3 cy bucket, 4WD, diesel	Half-Day	\$374.11
EL-7	Vactor Truck	Hour	\$117.60
EL-8	Vactor Hose, 6 in. diameter	Foot	\$2.75

EXHIBIT B-1 PRICE SCHEDULE

Petroleum/Hazardous Contaminated Spills and Cleanup

Contract Period: July 2013 - June 2017

<u>ITEM</u>	<u>CATEGORY</u>	<u>UNITS</u>	<u>Unit Rate for 7/1/13 - 6/30/14 (1)</u>
EL-9	Pump Truck	Half-Day	Cost +15%
EL-10	Common Backfill	Ton	Cost + 10%
EL-11	Gravel/crushed stone	Ton	Cost + 10%
EL-12	Flowable Fill	Cubic Yard	Cost + 10%
EL-13	Loam	Cubic Yard or Ton	Cost +10%
EL-14	Grass seed	Pound	Cost + 10%
Item #	Absorbents, Cleaning, & Containment (2)		
ACC-1	6 mil poly roll 100'x20'	Each	\$93.75
ACC-2	Containment boom, up to 18'	Foot	\$1.33
ACC-3	Containment boom, 24'	Foot	\$1.68
ACC-4	Sorbent pads, 18"x18"x3/16", 200 per bale	Bale	\$93.80
ACC-5	Sorbent boom 10'x8" diam., 4 per bale	Bale	\$187.60
ACC-6	Speedi-dry, 50lb. bag	Bag	\$7.12
ACC-7	Polyethylene bags, 36" x 60", 4 mil	Bag	\$1.02
ACC-8	Degreasers	Gallon	\$54.00
Item #	Containers		
C-1	Storage tank (1,000-2,500 gallon)	Half-Day	\$16.60
C-2	Storage tank (5,000-7,500 gallon)	Half-Day	\$16.60
C-3	Storage tank (Frac-20,000-gallon)	Half-Day	\$30.00
C-4	Roll-Off Container, 10 c.y.	Half-Day	\$9.18
C-5	Roll-Off Container, 20 c.y.	Half-Day	\$12.25
C-8	Roll-Off Container, 30 c.y.	Half-Day	\$13.25

EXHIBIT B-1 PRICE SCHEDULE

Petroleum/Hazardous Contaminated Spills and Cleanup

Contract Period: July 2013 - June 2017

<u>ITEM</u>	<u>CATEGORY</u>	<u>UNITS</u>	Unit Rate for 7/1/13 - 6/30/14 (1)
C-7	Roll-Off Lner, all sizes	Each	\$85.25
C-8	Drums, 55 gallon Type 17E, closed head	Each	\$40.00
C-9	Drums - 55 gallon 17H, open head	Each	\$40.00
C-10	Drums, 25M, poly, 55 gallon	Each	\$88.00
C-11	Drums, 17E, poly, 30 gallon	Each	\$59.00
C-12	Drums, 17H, poly, 30 gallon	Each	\$81.00
C-13	1 CuYd Box	Each	\$105.00
C-14	Pails, poly, 5 gallon (Lab Pack)	Each	\$9.35
C-16	Overpack drums, 1A2/X427/S, 85 gallon, steel	Each	\$158.00
C-18	Overpack drums, 1H2/X340/S, 85 gallon, poly	Each	\$170.00
Item #	Pumps		
P-1	Drum vacuum pump	Half-Day	\$39.75
P-2	Pump, pneumatic diaphragm, 1.5 in. to 3 in. discharge	Half-Day	\$49.95
P-3	Pump, electric centrifugal, 1.5 in. to 3 in. discharge	Half-Day	\$40.80
P-4	Pump, trash, 2 in. to 4 in. discharge	Half-Day	\$104.00
Item #	Tools & Equipment (2)		
TE-1	Transit or level, tripod, rod, and tape	Half-Day	\$41.80
TE-2	Blower/exhaust fan, explosion proof 5,000 CFM	Half-Day	\$33.80
TE-3	Blower/exhaust fan, explosion proof 5,000 CFM	Week	\$158.00
TE-4	Blower/exhaust fan, explosion proof 1,570 CFM	Half-Day	\$16.32
TE-5	Blower/exhaust fan, explosion proof 1,570 CFM	Week	\$93.80
TE-6	Charcoal Scrubber Treatment	Week	Cost + 15%
TE-7	Compactor - walk behind 20 x 28" vibrating plate type	Half-Day	\$57.10

EXHIBIT B-1 PRICE SCHEDULE

Petroleum/Hazardous Contaminated Spills and Cleanup

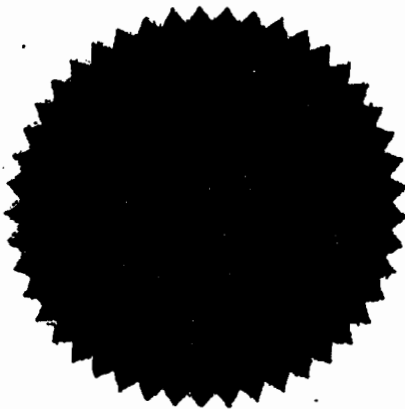
Contract Period: July 2013 - June 2017

<u>ITEM</u>	<u>CATEGORY</u>	<u>UNITS</u>	<u>Unit Rate for 7/1/13 - 6/30/14 (1)</u>
TE-8	Compactor - double drum type	Half-Day	\$114.20
TE-9	Air Compressor 125/175 psi	Half-Day	\$68.30
TE-10	Concrete Saw with blade	Day	\$234.55
TE-11	Concrete Saw Blade	Each	Cost + 10%
TE-12	Concrete corer - 6" to 8" diameter	Half-Day	\$63.60
TE-13	Generator, up to 5000 watt	Half-Day	\$66.25
TE-14	Jackhammer with bit and hose	Half-Day	\$44.80
TE-15	Skimmer - Duckbill, Skurp, Swiss	Half-Day	\$31.60
TE-16	Water Blaster - up to 3,000 psi	Half-Day	\$52.00
TE-17	Steam Cleaner - 800 psi	Half-Day	\$62.20
TE-18	Reciprocating saw, electric or pneumatic w/ blades	Half-Day	\$31.60
TE-19	Light tower w/generator	Half-Day	\$114.20
TE-20	Portable floodlight	Half-Day	\$28.60
TE-21	Chain Saw, gas or electric, all sizes	Half-Day	\$33.60
TE-22	Rotary percussion drill, electric or pneumatic, 1/2" to 3/4"	Half-Day	\$33.60
TE-23	All other powered hand tools	Half-Day	\$20.40
TE-24	Traffic Signs Package	Incident	\$102.00
TE-25	Heat Blanket	Day	\$25.50
TE-26	Glycol Heater	Day	\$650.00
TE-27	HEPA Vacuum, wet/dry	Half-Day	\$45.00
TE-28	Mercury Vacuum	Half-Day	\$75.00
Mem #	Marine		
M-1	Row Boat	Half-Day	\$40.80
M-2	Power Boat, up to 16 foot	Half-Day	\$204.00
M-3	Power Boat, 16 to 22 foot	Day	\$255.00
M-4	Boom Boat, 22 to 35 foot	Day	\$950.00

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CLEAN HARBORS ENVIRONMENTAL SERVICES, INC. a(n) Massachusetts corporation, is authorized to transact business in New Hampshire and qualified on April 20, 1987. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



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 May, A.D. 2013

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/28/2013

Page 1 of 2

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

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

PRODUCER Willis of Massachusetts, Inc. c/o 26 Century Blvd. P. O. Box 305191 Nashville, TN 37230-5191	CONTACT NAME:	
	PHONE (AC, HO, EXT): 877-945-7378	FAX (AC, HO): 888-467-2378
	E-MAIL ADDRESS: certificates@willis.com	
INSURED Clean Harbors Environmental Services, Inc. and its affiliates 42 Longwater Drive Norwell, MA 02061	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Zurich American Insurance Company	NAIC# 16535-002
	INSURER B: American Guarantee and Liability Insurance	26247-003
	INSURER C: Catlin Specialty Insurance Company	15989-000
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 19875556 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	ADD'L SUMS (MBR, RND)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCV <input checked="" type="checkbox"/> Contractual GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJ <input type="checkbox"/> LOC		GLO9681229-06	11/1/2012	11/1/2013	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (EA OCCURRENCE) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS-COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALLOWED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> MCS-90		BAP 6681231-05	11/1/2012	11/1/2013	COMBINED SINGLE LIMIT (EA ACCIDENT) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		AUC-4275262-08	11/1/2012	11/1/2013	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Indicate by N/A) Y/N N/A Description of Operations below		WC9681232-06	11/1/2012	11/1/2013	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000
C	Contractors Pollution Liability		CPV-671802-1113 CPL	11/1/2012	11/1/2013	\$10,000,000 Each Claim \$10,000,000 All Claims \$250,000 \$IR

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach Acord 601, Additional Remarks Schedule, if more space is required)

Scope of Work: Emergency and non emergency responses

See Attached:

CERTIFICATE HOLDER

CANCELLATION

State of New Hampshire
Attn: Steve Crose
29 Hazen Drive
Concord, NH 03301

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

Coll: 4109607 Tpl: 1544686 Cert: 19875556 © 1988-2010 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: 076900

LOC#: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis of Massachusetts, Inc.		NAMED INSURED Clean Harbors Environmental Services, Inc. and its affiliates 42 Longwater Drive Norwell, MA 02061	
POLICY NUMBER See First Page		EFFECTIVE DATE: See First Page	
CARRIER See First Page	NAIC CODE		

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

Environmental Impairment Liability
Carrier: Steadfast Insurance Company
Policy Number: PLC-5834364-00
Policy Period: 11/1/2012 - 11/1/2013
Limits: \$10,000,000 Each Claim
 \$10,000,000 Aggregate

AMENDMENT #1 TO AGREEMENT

This Amendment to Agreement (hereinafter called the "Amendment"), by and between the State of New Hampshire, acting by and through the New Hampshire Department of Environmental Services (the "State"), and **Cyn Environmental Services** (the "Contractor").

WHEREAS, pursuant to an Agreement approved by the Governor and Executive Council on **July 10, 2013** (the "Agreement"), the Contractor has agreed to provide certain services upon the terms and conditions specified in the Agreement, in consideration of payment by the State of certain sums specified therein; and

WHEREAS, pursuant to paragraph 18 of the Agreement, the Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties thereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire; and

WHEREAS, the State and the Contractor have agreed to amend the agreement in certain respects;

NOW, THEREFORE, in consideration of the foregoing and of the covenants and conditions contained in the Agreement and set forth herein, the parties hereto do hereby agree as follows:

1. Amendment and Modification of Agreement.

The Contract is hereby amended as follows: **1.8 Price Limitation increase by \$250,000 from \$690,000 to \$940,000.**

2. Effective Date of Amendment.

This Amendment is effective **upon Governor & Council approval through June 30, 2017.**

3. Continuance of Agreement.

Except as specifically amended and modified by the terms and conditions of this Agreement, the Agreement and the obligations of the parties thereunder shall remain in full force and effect in accordance with the terms and conditions set forth therein.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year written below.

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF ENVIRONMENTAL
SERVICES

By: Thomas S. Burack
Thomas S. Burack, Commissioner

CYN ENVIRONMENTAL SERVICES

By: [Signature]
[NAME OF AUTHORIZED
REPRESENTATIVE OF CONTRACTOR]

STATE OF MASSACHUSETTS
COUNTY OF Norfolk

The foregoing instrument was acknowledged before me this 6th day of August 2014, [NAME OF AUTHORIZED REPRESENTATIVE OF CONTRACTOR].

Robin Marie Michelle Ibrahim
Notary Public/Justice of the Peace

Printed Name: Robin Marie Michelle Ibrahim
Commission Expires: 1-11-19

Approval by OFFICE OF THE ATTORNEY GENERAL:

as to form, substance & execution

Date: 9-11-2014

By: [Signature]



Approval by GOVERNOR AND EXECUTIVE COUNCIL:

Date:

By: _____



CYN
ENVIRONMENTAL
SERVICES

CERTIFICATE OF AUTHORITY

At a meeting of Cyn Oil Corporation Board of Directors held on August 24, 2004 at which a quorum was present, it was voted that the following individuals of this company, be and are hereby authorized to execute contracts and bonds in the name of and on behalf of said company, and to affix its corporate seal thereto (if applicable), and such execution of any contract or obligation in this company's name or on its behalf by such individual, under seal of the company (if applicable), shall be valid and binding upon this company.

Name/Title

Albert Tucci , CEO

Steven Tucci, President

I hereby certify that I am the clerk of the above named company and that the information above is correct and that the above vote has not been amended or rescinded and remains in full force and effect as of this date.

Laurie A. Lapworth
(Clerk Signature)

August 12, 2014
(Date)

Cyn Oil Corporation d/b/a Cyn Environmental Services
100 Tosca Drive
P.O. Box 0119
Stoughton, MA 02072

State of Incorporation: Massachusetts

A true copy, Robin Marie Michelle Ibrani
(Attested by Notary Public)

My commission expires on: 6-11-19
(Date)

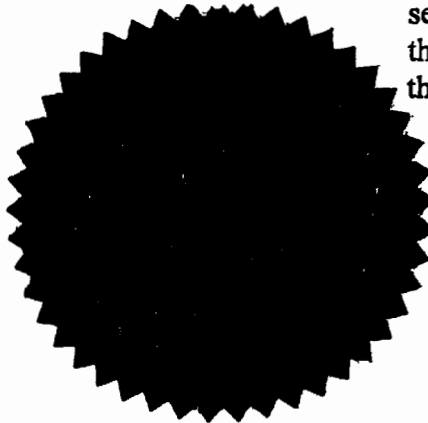


State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CYN ENVIRONMENTAL SERVICES is a New Hampshire trade name registered on May 22, 2000 and that Cyn Oil Corporation presently own(s) this trade name. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.

In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 6th day of August, A.D. 2014



A handwritten signature in black ink, appearing to read "William Gardner", is written over the printed name.

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

CYNEN-1 OP ID: SH

DATE (MM/DD/YYYY)
08/06/2014

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

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

PRODUCER Capstone Insurance LLC Suite 551 300 Washington Street Newton, MA 02458 Sean Coady	CONTACT NAME: _____ PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : XL Specialty Insurance</td> <td></td> </tr> <tr> <td>INSURER B : Chubb Insurance</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : XL Specialty Insurance		INSURER B : Chubb Insurance		INSURER C :		INSURER D :		INSURER E :		INSURER F :
INSURER(S) AFFORDING COVERAGE	NAIC #													
INSURER A : XL Specialty Insurance														
INSURER B : Chubb Insurance														
INSURER C :														
INSURER D :														
INSURER E :														
INSURER F :														
INSURED Cyn Oil Corporation dba Cyn Environmental Services Dave Kellner 100 Tosca Drive Stoughton, MA 02072														


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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR XCU Included <input checked="" type="checkbox"/> BI & PD Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC			GEC3000102-01	05/30/2014	05/30/2015	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 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> MCB90 incl <input checked="" type="checkbox"/> MM9955 Inc			AEC0041044-01	05/30/2014	05/30/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$ UM/UIM \$ 1,000,000
A	<input checked="" 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			UEC0041046-01	05/30/2014	05/30/2015	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WEC0041046-01	05/30/2014	05/30/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000
A	Contractors Pollut			PEC 90041050-01	05/30/2014	05/30/2015	Ea Claim 5,000,000
A	Professional Liab			PEC 90041050-01	05/30/2014	05/30/2015	Aggregate 7,000,000

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

CERTIFICATE HOLDER **CANCELLATION**

NHDEPAR New Hampshire Department of Environmental Services 29 Hazen Drive P O Box 95 Concord, NH 03302-0095	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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The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES



Thomas S. Burack, Commissioner

June 19, 2013

APPROVED G & C

DATE 7/10/13
 ITEM # 76

Her Excellency, Governor Margaret Wood Hassan
 And the Honorable Council
 State House
 Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Environmental Services (DES) to enter into contracts in the total amount of \$2,760,000 with the four vendors listed below for environmental spill response and cleanup, upon Governor and Council approval through June 30, 2017. 71% Oil Pollution Control Fund, 7% Hazardous Waste Cleanup Fund, and 22% Gasoline Ether Funds.

Funding is available in the accounts listed below 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 2014 - 2017 is contingent upon the availability and continued appropriation of funds.

<u>Contractor</u>	<u>Vendor Code#</u>	<u>Four-Year Contract Amount</u>
Clean Harbors Environmental, Inc., Bow, NH	174558	\$690,000
Cyn Environmental Services, Dover, NH	174543	\$690,000
ENPRO Services Inc., Pembroke, NH	161724	\$690,000
TMC Environmental Services, Inc., Portsmouth, NH	162134	\$690,000
		Total: \$2,760,000

<u>Fund Name and Account Number:</u>	<u>FY 2014</u>	<u>FY 2015</u>	<u>FY 2016</u>	<u>FY 2017</u>	<u>Total</u>
Oil Pollution Control Fund 03-44-44-444010-1400-102-500731	\$492,500	\$492,500	\$492,500	\$492,500	\$1,970,000
Hazardous Waste Cleanup Fund 03-44-44-444010-5392-102-500731	\$47,500	\$47,500	\$47,500	\$47,500	\$190,000
Gasoline Remediation & Elimination of Ethers Fund 03-44-44-444010-1419-102-500731	\$150,000	\$150,000	\$150,000	\$150,000	\$600,000
Total:	\$690,000	\$690,000	\$690,000	\$690,000	\$2,760,000

EXPLANATION

The Oil Pollution Control Fund under RSA 146-A, Hazardous Waste Cleanup Fund under RSA 147-B, and Gasoline Remediation and Elimination of Ethers Fund under RSA 146-G were established for environmental spill response and cleanup. The DES maintains contracts under these

The DES maintains contracts under these funds for conducting various oil spill response and cleanup activities to protect public health and the environment, often performed on an emergency basis. When a responsible party can be identified, the statutes authorize recovery of costs incurred by the State. These contracts are periodically renewed in consideration of preparedness for emergencies, changes in response and cleanup needs, identification of new threats, and economic conditions.

The DES 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 shop 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 expenditure as noted above for any one contractor and maximum aggregate expenditures of \$2,760,000 over the four-year contract period.

On October 2, 2012, the Department issued a Request for Qualifications (RFQ). Six (6) firms submitted qualifications packages and all contractors met the submission requirements. The DES Selection Committee evaluated each contractor's qualifications and experience, and scored the qualifications submissions. The rankings indicated that Clean Harbors Environmental, Inc., Bow, ENPRO Services Inc., Pembroke, TMC Environmental Services, Portsmouth, and Cyn Environmental Services, Dover, were the highest scoring firms. It was decided that four contractors would be awarded contracts with DES based on successful negotiation of a price schedule and performance standards.

See Attachments A and B for ranking of the six firms, evaluation scores, DES Selection Committee members, and funding allocation per contractor.

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. The DES will evaluate the degree to which the contractors meet project needs based on responsiveness, proximity to an event, capability, and past performance.

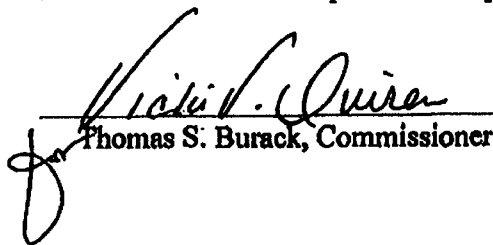
Unit prices in the Price Schedule, Exhibit B-1 are established for the initial year of the contract period based on an evaluation of fair market value, economic factors, and contractor input, and unit prices will be reviewed annually for consistency with fair market value, current rates, and economic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

The DES has a long history of response and cleanup management experience, and program personnel are qualified to oversee all components of the contractor's work. DES has awarded term contract remediation services with the four firms in the past, 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.

Attachments


Thomas S. Burack, Commissioner



Subject: FORM NUMBER P-37 (version 1/09)

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name <div style="border: 1px solid black; padding: 2px;">Department of Environmental Services</div>		1.2 State Agency Address <div style="border: 1px solid black; padding: 2px;">29 Hazen Drive, P.O. Box 95, Concord, NH 03302</div>	
1.3 Contractor Name <div style="border: 1px solid black; padding: 2px;">Cyn Environmental Services</div>		1.4 Contractor Address <div style="border: 1px solid black; padding: 2px;">100 Tosca Drive, P.O. Box 0119, Stoughton, MA 02072</div>	
1.5 Contractor Phone Number <div style="border: 1px solid black; padding: 2px;">603 749-4969</div>	1.6 Account Number <div style="border: 1px solid black; padding: 2px;">-See Attachment B-</div>	1.7 Completion Date <div style="border: 1px solid black; padding: 2px;">June 30, 2017</div>	1.8 Price Limitation <div style="border: 1px solid black; padding: 2px;">\$690,000.00</div>
1.9 Contracting Officer for State Agency <div style="border: 1px solid black; padding: 2px;">Steven A. Croce, P.E.</div>		1.10 State Agency Telephone Number <div style="border: 1px solid black; padding: 2px;">603 271-2229</div>	
1.11 Contractor Signature <div style="border: 1px solid black; padding: 2px;"></div>		1.12 Name and Title of Contractor Signatory <div style="border: 1px solid black; padding: 2px;">Steven Tucci, President</div>	
1.13 Acknowledgement: State of Mass , County of Norfolk On April 24, 2013 , before the undersigned officer, personally appeared the person identified in block 1.11, and acknowledged that s/he executed this agreement on the date indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <div style="text-align: center;"> [Seal] my commission expires 1-1-19</div>			
1.13.2 Name and Title of Notary or Justice of the Peace <div style="border: 1px solid black; padding: 2px; text-align: center;">Robin Marie Michelle Ibrahim</div>			
1.14 State Agency Signature <div style="border: 1px solid black; padding: 2px;"></div>		1.15 Name and Title of State Agency Signatory <div style="border: 1px solid black; padding: 2px;">Thomas S. Burack, Commissioner</div>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: On: 6/24/13			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			



2. EMPLOYMENT OF CONTRACTOR/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 A 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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all 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 opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 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 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 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.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. **TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

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. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

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.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual

intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

EXHIBIT A

Scope of Work

1. The State has contracted separately with Clean Harbors Environmental Services, Inc., CYN Environmental Services, Inc., ENPRO Services, Inc., and TMC Environmental Services. 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 2014 – FY 2017 Contaminated Site Response and 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 & Prevention;
 - 2) Hazardous Material Incidents;
 - 3) Contaminated Site Planned Remediation;
 - 4) Removal of Underground and Aboveground Storage Tanks;
 - 5) Tractor-Trailer Truck Rollovers;
 - 6) Contain, Transport and Dispose of Unknowns – Gasses, Solids, & Liquids;
 - 7) Recovery of Submerged Petroleum-Powered Vehicles or Petroleum Containers;
 - 8) Response to Swift-Water Environment Spills;
 - 9) Spill Response Preparedness Training and Exercises;
 - 10) Oiled Wildlife Rescue;
 - 11) Clandestine Drug Labs;
 - 12) Terrorist Incidents;
 - 13) Disaster Response; and
 - 14) Spill Response Equipment Storage & Maintenance
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.

EXHIBIT B

Contract Price and Payment Method

1. The total amount of all payments to each Contractor for this contract shall not exceed Six Hundred Ninety Thousand dollars (\$690,000). The breakdown of federal and state funds is as follows:

CYN					
ORG.	FY 2014	FY 2015	FY 2016	FY 2017	TOTAL
1400	\$135,000	\$135,000	\$135,000	\$135,000	\$540,000
1419	\$37,500	\$37,500	\$37,500	\$37,500	\$150,000
TOTALS:	\$172,500	\$172,500	\$172,500	\$172,500	\$690,000

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 Price Schedule, Exhibit B-1, agreed-to by the State and the Contractor. For any special items not included in the Price Schedule, the Contractor shall be paid the firm 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. The Contractor may request compensation for fuel cost increases after July 1, 2013, based on actual fuel consumption for each work assignment and the per gallon incremental increase in fuel prices as published by the U.S. Department of Energy for New England (PADD 1A), using July 1, 2013 prices as a base. Percentage-based fuel cost surcharges shall not be payable.
5. 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.
6. 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. Payment for completed work shall be contingent upon Department approval of invoices based on verification of conformance with the contract terms.

EXHIBIT B-1 PRICE SCHEDULE

Petroleum/Hazardous Contaminated Spills and Cleanup

Contract Period: July 2013 - June 2017

ITEM	CATEGORY	UNITS	Unit Rate for 7/1/13 - 6/30/14 (1)
Item #	Labor		
L-1	Site Supervisor	Hour	\$92.00
L-2	Foreman	Hour	\$62.25
L-3	Technician	Hour	\$50.00
L-4	Field Chemist	Hour	\$69.55
L-5	Marine Laborer (5)	Hour	\$51.25
L-6	Boat Operator	Hour	\$58.48
L-7	Equipment Operator	Hour	\$55.10
L-8	Licensed Plumber	Hour	Cost + 15%
L-9	Licensed Electrician	Hour	Cost + 15%
L-10	Per Diem	Person/day	\$110.00
L-11	Overtime Premium (workday hours >10/day; weekend hours >8/day)	Hour	1.5 X Labor Rate
L-12	Police Detail	Hour	Cost + 10%
Item #	Health and Safety		
HS-1	Level A PPE	Day/person	\$222.00
HS-2	Level B PPE	Day/person	\$132.50
HS-3	Level C PPE	Day/person	\$75.00
HS-4	Level D - PPE	Day/person	\$25.00
Item #	Vehicles		
V-1	Automobiles, 2-wheel and 4-wheel drive	Mile	IRS Rate
V-2	Pickup Truck	Half-Day	\$71.14
V-3	Work/Utility Truck (Non-Emergency)	Half-Day	\$129.38
Item #	Vehicles & Trailers		
VT-1	Fully equipped Emergency Response Trailer	Half-Day	\$137.70
VT-2	Fully equipped Emergency Response Van	Half-Day	\$145.56
VT-3	Rack Truck	Half-Day	\$137.95

EXHIBIT B-1 PRICE SCHEDULE

Petroleum/Hazardous Contaminated Spills and Cleanup

Contract Period: July 2013 - June 2017

ITEM	CATEGORY	UNITS	Unit Rate for 7/1/13 - 6/30/14 (1)
VT-4	Transport Tankers, 3000 gallon minimum	Half-Day	\$175.74
VT-5	Dump Trailer	Half-Day	\$229.50
VT-6	Dump Truck - 12 Wheel	Half-Day	\$205.93
VT-7	Vacuum truck	Hour	\$71.14
VT-8	Vacuum truck - Stainless Steel	Hour	\$79.28
VT-9	Box Truck	Half-Day	\$175.74
VT-10	Lowboy trailer with tractor	Hour	\$116.28
VT-11	Roll-Off/Frac Tank Trailer or Truck	Hour	\$71.14
VT-12	Flat Bed Trailers	Half-Day	\$104.00
VT-13	Bobcat attachments	Half-Day	\$146.75
Item #	Excavating & Loading (3) (6)		
EL-1	Backhoe Loader, 4WD	Half-Day	\$291.13
EL-2	Mini-Excavator, 7500 lb, hydraulic	Half-Day	\$219.88
EL-3	Excavator - 25000 lb, hydraulic	Half-Day	\$374.11
EL-4	Excavator - 75000 lb, hydraulic	Half-Day	\$539.13
EL-5	Bobcat Loader- 700 lb, skidsteer	Half-Day	\$175.74
EL-6	Loader - 3 cy bucket, 4WD, diesel	Half-Day	\$374.11
EL-7	Vactor Truck	Hour	\$117.80
EL-8	Vactor Hose, 6 in. diameter	Foot	\$2.75

EXHIBIT B-1 PRICE SCHEDULE

Petroleum/Hazardous Contaminated Spills and Cleanup

Contract Period: July 2013 - June 2017

<u>ITEM</u>	<u>CATEGORY</u>	<u>UNITS</u>	<u>Unit Rate for 7/1/13 - 6/30/14 (1)</u>
EL-9	Pump Truck	Half-Day	Cost +15%
EL-10	Common Backfill	Ton	Cost + 10%
EL-11	Gravel/crushed stone	Ton	Cost + 10%
EL-12	Flowable Fill	Cubic Yard	Cost + 10%
EL-13	Loam	Cubic Yard or Ton	Cost +10%
EL-14	Grass seed	Pound	Cost + 10%
Item #	Absorbents, Cleaning, & Containment (2)		
ACC-1	6 mil poly roll 100'x20'	Each	\$93.75
ACC-2	Containment boom, up to 18'	Foot	\$1.33
ACC-3	Containment boom, 24'	Foot	\$1.58
ACC-4	Sorbent pads, 18"x18"x3/16", 200 per bale	Bale	\$93.80
ACC-5	Sorbent boom 10"x6" diam., 4 per bale	Bale	\$187.80
ACC-6	Speed-dry, 50lb. bag	Bag	\$7.12
ACC-7	Polyethylene bags, 36" x 60", 4 mil	Bag	\$1.02
ACC-8	Degreasers	Gallon	\$54.00
Item #	Containers		
C-1	Storage tank (1,000-2,500 gallon)	Half-Day	\$15.60
C-2	Storage tank (5,000-7,500 gallon)	Half-Day	\$15.60
C-3	Storage tank (Frac-20,000-gallon)	Half-Day	\$30.00
C-4	Roll-Off Container, 10 c.y.	Half-Day	\$9.18
C-5	Roll-Off Container, 20 c.y.	Half-Day	\$12.25
C-6	Roll-Off Container, 30 c.y.	Half-Day	\$13.25

EXHIBIT B-1 PRICE SCHEDULE

Petroleum/Hazardous Contaminated Spills and Cleanup

Contract Period: July 2013 - June 2017

<u>ITEM</u>	<u>CATEGORY</u>	<u>UNITS</u>	<u>Unit Rate for 7/1/13 - 6/30/14 (1)</u>
C-7	Roll-Off Liner, all sizes	Each	\$65.25
C-8	Drums, 55 gallon Type 17E, closed head	Each	\$40.00
C-9	Drums - 55 gallon 17H, open head	Each	\$40.00
C-10	Drums, 25M, poly, 55 gallon	Each	\$68.00
C-11	Drums, 17E, poly, 30 gallon	Each	\$59.00
C-12	Drums, 17H, poly, 30 gallon	Each	\$61.00
C-13	1 CuYd Box	Each	\$105.00
C-14	Pails, poly, 5 gallon (Lab Pack)	Each	\$9.35
C-15	Overpack drums, 1A2/X427/S, 85 gallon, steel	Each	\$156.00
C-16	Overpack drums, 1H2/X340/S, 85 gallon, poly	Each	\$170.00
Item #	Pumps		
P-1	Drum vacuum pump	Half-Day	\$39.75
P-2	Pump, pneumatic diaphragm, 1.5 in. to 3 in. discharge	Half-Day	\$49.95
P-3	Pump, electric centrifugal, 1.5 in. to 3 in. discharge	Half-Day	\$40.80
P-4	Pump, trash, 2 in. to 4 in. discharge	Half-Day	\$104.00
Item #	Tools & Equipment (2)		
TE-1	Transit or level, tripod, rod, and tape	Half-Day	\$41.80
TE-2	Blower/exhaust fan, explosion proof 5,000 CFM	Half-Day	\$33.60
TE-3	Blower/exhaust fan, explosion proof 5,000 CFM	Week	\$156.00
TE-4	Blower/exhaust fan, explosion proof 1,570 CFM	Half-Day	\$16.32
TE-5	Blower/exhaust fan, explosion proof 1,570 CFM	Week	\$93.60
TE-6	Charcoal Scrubber Treatment	Week	Cost + 15%
TE-7	Compactor - walk behind 20 x 28" vibrating plate type	Half-Day	\$57.10

EXHIBIT B-1 PRICE SCHEDULE

Petroleum/Hazardous Contaminated Spills and Cleanup

Contract Period: July 2013 - June 2017

<u>ITEM</u>	<u>CATEGORY</u>	<u>UNITS</u>	<u>Unit Rate for 7/1/13 - 6/30/14 (1)</u>
TE-8	Compactor – double drum type	Half-Day	\$114.20
TE-9	Air Compressor 125/175 psi	Half-Day	\$88.30
TE-10	Concrete Saw with blade	Day	\$234.55
TE-11	Concrete Saw Blade	Each	Cost + 10%
TE-12	Concrete corer - 6" to 8" diameter	Half-Day	\$83.60
TE-13	Generator, up to 5000 watt	Half-Day	\$66.25
TE-14	Jackhammer with bit and hose	Half-Day	\$44.80
TE-15	Skimmer - Duckbill, Sturp, Swifes	Half-Day	\$31.60
TE-16	Water Blaster – up to 3,000 psi	Half-Day	\$52.00
TE-17	Steam Cleaner – 800 psi	Half-Day	\$62.20
TE-18	Reciprocating saw, electric or pneumatic w/ blades	Half-Day	\$31.60
TE-19	Light tower w/generator	Half-Day	\$114.20
TE-20	Portable floodlight	Half-Day	\$26.60
TE-21	Chain Saw, gas or electric, all sizes	Half-Day	\$33.60
TE-22	Rotary percussion drill, electric or pneumatic, 1/2" to 3/4"	Half-Day	\$33.60
TE-23	All other powered hand tools	Half-Day	\$20.40
TE-24	Traffic Signs Package	Incident	\$102.00
TE-25	Heat Blanket	Day	\$25.50
TE-26	Glycol Heater	Day	\$650.00
TE-27	HEPA Vacuum, wet/dry	Half-Day	\$45.00
TE-28	Mercury Vacuum	Half-Day	\$75.00
Item #	Marine		
M-1	Row Boat	Half-Day	\$40.80
M-2	Power Boat, up to 16 foot	Half-Day	\$204.00
M-3	Power Boat, 16 to 22 foot	Day	\$255.00
M-4	Boom Boat, 22 to 35 foot	Day	\$950.00

EXHIBIT B-1 PRICE SCHEDULE

Petroleum/Hazardous Contaminated Spills and Cleanup

Contract Period: July 2013 - June 2017

ITEM	CATEGORY	UNITS	Unit Rate for 7/1/13 - 6/30/14 (1)
Item #	Disposal & Treatment		
DT-1	Bulk Liquid Disposal (gasoline/water)	Gallon	\$1.62
DT-2	Bulk Liquid Disposal (fuel oil/water)	Gallon	\$0.61
DT-3	Bulk Liquid Disposal (Heavy Oil/water)	Gallon	\$0.69
DT-4	Mixed Liquid Disposal (gasoline/water)	Drum	\$260.00
DT-5	Gasoline-Contaminated Debris in Drums (Hazardous)	Drum	\$245.00
DT-6	Oil-Contaminated Debris in Drums (Non-Hazardous)	Drum	\$98.00
DT-7	Mixed Liquid Disposal (fuel oil/water)	Drum	\$128.00
DT-8	Oily Debris Disposal in Bags	Bag	\$31.00
DT-9	Bulk Oily Debris Disposal	Ton	Cost + 15%
DT-10	VPC Soil - Thermal Treatment or Landfill Disposal < 50 tons	Ton	Cost + 16%
DT-11	VPC Soil - Thermal Treatment or Landfill Disposal > 50 tons	Ton	Minimum 2 Quotes required
DT-12	VPC Soil (small quantities in drums) (4)	Drum	\$98.00
DT-13	Other Petroleum wastes	T-packs	Minimum 2 Quotes required
DT-14	Bulk Liquid Disposal (hazardous waste)	Gallon	Minimum 2 Quotes required
DT-15	Other Hazardous waste	T-packs	Minimum 2 Quotes required
Item #	Hazardous/Petroleum Storage Tank Removals		
TANK-1	Tank closure, materials disposal and site restoration	Project-specific Quote Required	
Item #	Meters - Detectors		
MD-1	Photoionization detector (PID)	Day	\$90
MD-2	Flameionization detector (FID)	Day	\$90
MD-3	Water level meter	Day	\$15.00
MD-4	Oil/Water Interface probe	Day	\$25.00
MD-5	Metal detector	Day	\$15.00
MD-6	Multi-Gas Meter (VOCs, LEL, O ₂)	Day	\$94.00
MD-7	Dräger/Synsidyne (plus tubes)	Day	\$30 + tubes cost + 15%
MD-8	Mercury Vapor Analyzer (Jerome Meter)	Day	\$150.00

EXHIBIT B-1 PRICE SCHEDULE

Petroleum/Hazardous Contaminated Spills and Cleanup

Contract Period: July 2013 - June 2017

<u>ITEM</u>	<u>CATEGORY</u>	<u>UNITS</u>	<u>Unit Rate for 7/1/13 - 6/30/14 (1)</u>
MD-9	Unknown Hazardous Waste Field ID Kit	Day	\$150.00
MD-10	Unknown Compressed Gas Field ID Kit	Day	\$150.00
Item #	Sampling Equipment and Supplies		
S-1	Disposable bailers	Each	\$12.00
S-2	Encore™ sample container for use with sampling Method 5035	Each	\$8.00
S-3	Field Supplies	Day	\$25.00
S-4	Groundwater sampling filter	Each	\$20.00
S-5	Groundwater sampling pump	Day	\$40.00
Item #	Laboratory Analysis		
LA-1	Various methodologies as appropriate, including 24-hour turnaround if requested by DES	Each	DES-Approved Rate + 15%
Item #	Subcontractor Markup, Fuel Cost Adjustment & Other Multipliers		
CS-1	Subcontract services per Section O, Specifications.		Cost + 15%
CS-2	Materials, supplies and rentals, not a listed item and no subcontract		Cost + 10%
CS-3	Fuel cost adjustment		Calculated Cost Differential Using DES Worksheet & Standard MPG/hourly Fuel Consumption (3)

(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) Since IR Service providers have experienced increased motor fuel costs and have not used the DES worksheet for calculating the cost differential, DES has applied a one-time adjustment to the rates for trucks and heavy equipment by a 6.7 % incremental cost factor for company-owned equipment.

(4) Assumes that any large quantity of soil will be disposed as bulk wastes, 5 drums or less is considered small quantity since 5 drums cost \$490 versus a minimum load 10 tons at \$42 per ton plus administrative costs.

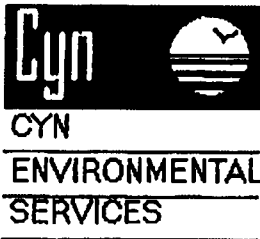
(5) The new Boat Technician hourly rate will also be applied to IR Service personnel that are used for boom deployment exercises, DES boat orientation, and joint-agency spill exercises.

(6) The daily rates are modified, as noted in (3), for company-owned equipment only; rented trucks and heavy equipment are limited to actual cost + 10% markup, and cannot exceed the owned-equipment rate.

EXHIBIT C

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 or is found brokering a work assignment to another Contractor or to unqualified subcontractors.



CERTIFICATE OF AUTHORITY

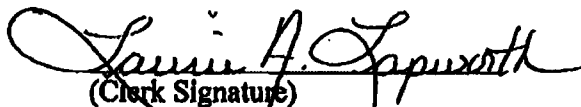
At a meeting of Cyn Oil Corporation Board of Directors held on August 24, 2004 at which a quorum was present, it was voted that the following individuals of this company, be and are hereby authorized to execute contracts and bonds in the name of and on behalf of said company, and to affix its corporate seal thereto (if applicable), and such execution of any contract or obligation in this company's name or on its behalf by such individual, under seal of the company (if applicable), shall be valid and binding upon this company.

Name/Title

Albert Tucci, CEO

Steven Tucci, President

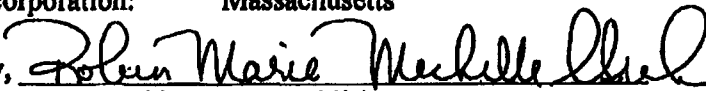
I hereby certify that I am the clerk of the above named company and that the information above is correct and that the above vote has not been amended or rescinded and remains in full force and effect as of this date.


(Clerk Signature)

April 24, 2013
(Date)

Cyn Oil Corporation d/b/a Cyn Environmental Services
100 Tosca Drive
P.O. Box 0119
Stoughton, MA 02072

State of Incorporation: Massachusetts

A true copy, 
(Attested by Notary Public)

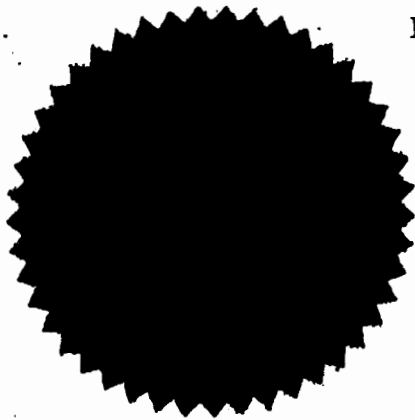
My commission expires on: 1-11-19
(Date)



**State of New Hampshire
Department of State**

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CYN ENVIRONMENTAL SERVICES is a New Hampshire trade name registered on May 22, 2000 and that CYN Oil Corporation presently own(s) this trade name. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 24th day of April, A.D. 2013

A handwritten signature in cursive script, appearing to read "Wm. Gardner", written in black ink.

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

CYNEN-1 OP ID: KG

DATE (MM/DD/YYYY)
05/24/2013

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

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

PRODUCER Capstone Insurance LLO Suite 851 300 Washington Street Newton, MA 02468 Sean Coody	Phone: 617-658-7100 Fax: 617-658-7198	CONTACT NAME: _____ PHONE: _____ FAX: _____ EMAIL: _____ ADDRESS: _____																				
	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>XL Specialty Insurance</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	XL Specialty Insurance		INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:	
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INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						
INSURED Cyn Oil Corporation dba Cyn Environmental Services Dave Kellner 100 Tesca Drive Stoughton, MA 02072																						

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	ADDRESS (BUS / HOV)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU Included <input checked="" type="checkbox"/> BI & PD Included GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PER <input type="checkbox"/> LOC		GEC000102	05/30/2013	05/30/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRE/AUTOS <input checked="" type="checkbox"/> MCRS9 Ins <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> MMS998 Ins		ARC0041044	05/30/2013	05/30/2014	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ UM/UIM \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$ 10,000		UEC0041045	05/30/2013	05/30/2014	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
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	WEC0041048	05/30/2013	05/30/2014	<input checked="" type="checkbox"/> WC STATE TORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Cont Poll & Profl		PEC 0041050	05/30/2013	05/30/2014	Limit 5,000,000 Aggregate 7,000,000

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

CERTIFICATE HOLDER NHDEPAR New Hampshire Department of Environmental Services 29 Hazen Drive P O Box 95 Concord, NH 03302-0095	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE SHALL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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AMENDMENT #1 TO AGREEMENT

This Amendment to Agreement (hereinafter called the "Amendment"), by and between the State of New Hampshire, acting by and through the New Hampshire Department of Environmental Services (the "State"), and **ENPRO Services, Inc.** (the "Contractor").

WHEREAS, pursuant to an Agreement approved by the Governor and Executive Council on **July 10, 2013** (the "Agreement"), the Contractor has agreed to provide certain services upon the terms and conditions specified in the Agreement, in consideration of payment by the State of certain sums specified therein; and

WHEREAS, pursuant to paragraph 18 of the Agreement, the Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties thereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire; and

WHEREAS, the State and the Contractor have agreed to amend the agreement in certain respects;

NOW, THEREFORE, in consideration of the foregoing and of the covenants and conditions contained in the Agreement and set forth herein, the parties hereto do hereby agree as follows:

1. Amendment and Modification of Agreement.

The Contract is hereby amended as follows: **1.8 Price Limitation increase by \$250,000 from \$690,000 to \$940,000.**

2. Effective Date of Amendment.

This Amendment is effective **upon Governor & Council approval through June 30, 2017.**

3. Continuance of Agreement.

Except as specifically amended and modified by the terms and conditions of this Agreement, the Agreement and the obligations of the parties thereunder shall remain in full force and effect in accordance with the terms and conditions set forth therein.

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year written below.

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF ENVIRONMENTAL
SERVICES

By: Thomas S. Burack
Thomas S. Burack, Commissioner

ENPRO SERVICES INC.

By: [Signature]
[NAME OF AUTHORIZED
REPRESENTATIVE OF CONTRACTOR]
Geoffrey A. Brown

STATE OF MASSACHUSETTS
COUNTY OF Essex

The foregoing instrument was acknowledged before me this 31st day of July 2014, [NAME OF AUTHORIZED REPRESENTATIVE OF CONTRACTOR]
Geoffrey A. Brown

Melanie Barr Gonthier
Notary Public/Justice of the Peace
Printed Name: Melanie Barr Gonthier
Commission Expires: 5-25-18



Approval by OFFICE OF THE ATTORNEY GENERAL:
as to form, substance + execution

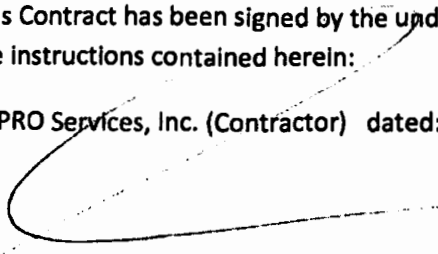
Date: 8-11-2014 By: [Signature]

Approval by GOVERNOR AND EXECUTIVE COUNCIL:

Date: _____ By: _____

This Contract has been signed by the undersigned consistent with the requirements of the Contract and the instructions contained herein:

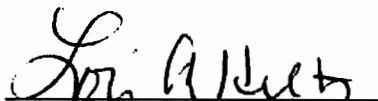
ENPRO Services, Inc. (Contractor) dated: July 31, 2014



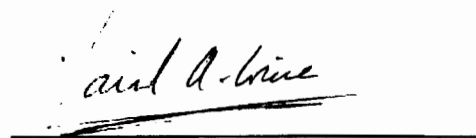
Signature of Authorized Representative

Geoffrey A. Brown, Ph.D. – Senior Vice President

I, David A. Cowie, certify that I am the Secretary of the Corporation named as Contractor in the Contract: that Geoffrey A. Brown, who signed the said Contract on behalf of the Contractor was then Senior Vice President of said corporation; that the signature thereto is genuine; and that said Contract was duly signed, sealed and delivered for and on behalf of said corporation by authority of its governing body.



WITNESS



David A. Cowie, Secretary

July 31, 2014



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/3/2014

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

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

PRODUCER FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101		CONTACT NAME: Carrie Morgan, CIC PHONE (A/C No. Ext.): (603) 669-3218 FAX (A/C No.): (603) 645-4331 E-MAIL ADDRESS: cmorgan@crossagency.com															
INSURED ENPRO Services Inc. 114 Bridge Road Salisbury MA 01952		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A Nautilus Ins. Co.</td> <td></td> </tr> <tr> <td>INSURER B Great Divide Ins Co</td> <td></td> </tr> <tr> <td>INSURER C MEMIC Indemnity Company</td> <td>11030</td> </tr> <tr> <td>INSURER D Aspen Specialty Ins Co</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A Nautilus Ins. Co.		INSURER B Great Divide Ins Co		INSURER C MEMIC Indemnity Company	11030	INSURER D Aspen Specialty Ins Co		INSURER E:		INSURER F:	
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INSURER F:																	

COVERAGES CERTIFICATE NUMBER: 14-15 All lines incl Poll 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	ADOL/BUBR/INBR/WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractors Pollution <input checked="" type="checkbox"/> Professional Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC		RCPO1527313-13 Contractual Liability - Railroads: Blanket Basis General Liab Ded \$2,500 Professional Ded \$2,500	3/1/2014	3/1/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
	B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	MA1528238-13 (MA) BAP1527314-14 (NH,VT,ME) Both policies include MCS-90 and Auto Pollution Liability	3/1/2014	3/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ 20,000 BODILY INJURY (Per accident) \$ 40,000 PROPERTY DAMAGE (Per accident) \$ Underinsured motorist \$ 100,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		FFX1527315-13 D. EXAE16814	3/1/2014	3/1/2015	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 EXCESS UMBRELLA \$ 9,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A	3102801507 (3a.) MA, ME, NH, NY, VT All Officers Included	3/1/2014	3/1/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Site Pollution Liability \$25,000 Deductible		SCPO1527313-13	3/1/2014	3/1/2015	Each Pollution Condition \$ 10,000,000 General Aggregate \$ 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Excess umbrella coverage \$9,000,000 (policy # EXAE16814 written by Aspen Specialty Insurance Co- policy term 3/1/14-3/1/15) provided over & above umbrella coverage listed above. Certificate holder is included as additional insured with respects to the CGL as per written contract. Refer to policy for exclusionary endorsements and special provisions.

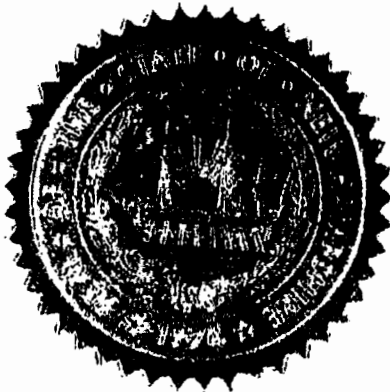
CERTIFICATE HOLDER**CANCELLATION**

State of NH Department of Environmental Services Attn: Steve Croce 29 Hazen Drive Concord, NH 03301	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 Laura Ferrin/JSC <i>Laura Ferrin</i>
---	---

**State of New Hampshire
Department of State**

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that ENPRO SERVICES, INC. a(n) Massachusetts corporation, is authorized to transact business in New Hampshire and qualified on April 30, 2001. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 4th day of August, A.D. 2014

William M. Gardner

William M. Gardner
Secretary of State



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES



Thomas S. Burack, Commissioner

June 19, 2013

APPROVED G & C

DATE 7/10/13

ITEM # 76

Her Excellency, Governor Margaret Wood Hassan
 And the Honorable Council
 State House
 Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Environmental Services (DES) to enter into contracts in the total amount of \$2,760,000 with the four vendors listed below for environmental spill response and cleanup, upon Governor and Council approval through June 30, 2017. 71% Oil Pollution Control Fund, 7% Hazardous Waste Cleanup Fund, and 22% Gasoline Ether Funds.

Funding is available in the accounts listed below 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 2014 - 2017 is contingent upon the availability and continued appropriation of funds.

<u>Contractor</u>	<u>Vendor Code#</u>	<u>Four-Year Contract Amount</u>
Clean Harbors Environmental, Inc., Bow, NH	174558	\$690,000
Cyn Environmental Services, Dover, NH	174543	\$690,000
ENPRO Services Inc., Pembroke, NH	161724	\$690,000
TMC Environmental Services, Inc., Portsmouth, NH	162134	<u>\$690,000</u>
Total:		\$2,760,000

Fund Name and Account Number:	FY 2014	FY 2015	FY 2016	FY 2017	Total
Oil Pollution Control Fund 03-44-44-444010-1400-102-500731	\$492,500	\$492,500	\$492,500	\$492,500	\$1,970,000
Hazardous Waste Cleanup Fund 03-44-44-444010-5392-102-500731	\$47,500	\$47,500	\$47,500	\$47,500	\$190,000
Gasoline Remediation & Elimination of Ethers Fund 03-44-44-444010-1419-102-500731	\$150,000	\$150,000	\$150,000	\$150,000	\$600,000
Total:	\$690,000	\$690,000	\$690,000	\$690,000	\$2,760,000

EXPLANATION

The Oil Pollution Control Fund under RSA 146-A, Hazardous Waste Cleanup Fund under RSA 147-B, and Gasoline Remediation and Elimination of Ethers Fund under RSA 146-G were established for environmental spill response and cleanup. The DES maintains contracts under these

DES Web Site: www.des.nh.gov
 P.O. Box 95, 29 Hazen Drive, Concord, New Hampshire 03302-0095
 Telephone: (603) 271-2905 Fax: (603) 271-2456 TDD Access: Relay NH 1-800-735-2984

The DES maintains contracts under these funds for conducting various oil spill response and cleanup activities to protect public health and the environment, often performed on an emergency basis. When a responsible party can be identified, the statutes authorize recovery of costs incurred by the State. These contracts are periodically renewed in consideration of preparedness for emergencies, changes in response and cleanup needs, identification of new threats, and economic conditions.

The DES 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 shop 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 expenditure as noted above for any one contractor and maximum aggregate expenditures of \$2,760,000 over the four-year contract period.

On October 2, 2012, the Department issued a Request for Qualifications (RFQ). Six (6) firms submitted qualifications packages and all contractors met the submission requirements. The DES Selection Committee evaluated each contractor's qualifications and experience, and scored the qualifications submissions. The rankings indicated that Clean Harbors Environmental, Inc., Bow, ENPRO Services Inc., Pembroke, TMC Environmental Services, Portsmouth, and Cyn Environmental Services, Dover, were the highest scoring firms. It was decided that four contractors would be awarded contracts with DES based on successful negotiation of a price schedule and performance standards.

See Attachments A and B for ranking of the six firms, evaluation scores, DES Selection Committee members, and funding allocation per contractor.

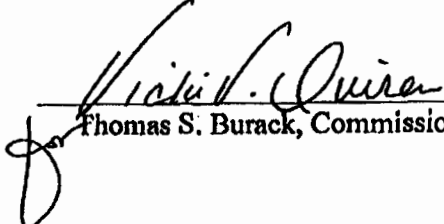
The contractors were pre-qualified to perform cleanup and emergency response work in accordance with standard practice for remediation services on a job-order basis. Contractors will be assigned work based on location, experience, and capabilities. The DES will evaluate the degree to which the contractors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

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

The DES has a long history of response and cleanup management experience, and program personnel are qualified to oversee all components of the contractor's work. DES has awarded term contract remediation services with the four firms in the past, 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.


Thomas S. Burack, Commissioner

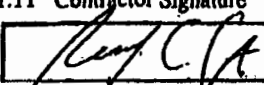

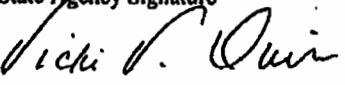
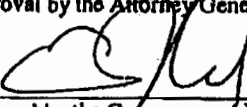
Subject: _____ FORM NUMBER P-37 (version 1/09)

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive, P.O. Box 95, Concord, NH 03302	
1.3 Contractor Name ENPRO Services, Inc.		1.4 Contractor Address 12 Mulliken Way, Newburyport, MA 01950	
1.5 Contractor Phone Number 603 545-6300	1.6 Account Number -See Attachment B-	1.7 Completion Date June 30, 2017	1.8 Price Limitation \$690,000.00
1.9 Contracting Officer for State Agency Steven A. Croce, P.E.		1.10 State Agency Telephone Number 603 271-2229	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory David Gonda, Chief Operating Officer	
1.13 Acknowledgement: State of <u>MA</u> , County of <u>Essex</u> On _____ before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proved to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.14 Signature of Notary Public or Justice of the Peace  <u>Melanie Barr Gauthier</u>			
1.15 Name and Title of Notary or Justice of the Peace <u>Melanie Barr Gauthier - Notary</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Thomas S. Burack, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>6-24-13</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/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 A 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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all 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 opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 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 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 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.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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/SUB CONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

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. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

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.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual

intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

EXHIBIT A

Scope of Work

1. The State has contracted separately with Clean Harbors Environmental Services, Inc., CYN Environmental Services, Inc., ENPRO Services, Inc., and TMC Environmental Services. 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 2014 – FY 2017 Contaminated Site Response and 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 & Prevention;
 - 2) Hazardous Material Incidents;
 - 3) Contaminated Site Planned Remediation;
 - 4) Removal of Underground and Aboveground Storage Tanks;
 - 5) Tractor-Trailer Truck Rollovers;
 - 6) Contain, Transport and Dispose of Unknowns – Gasses, Solids, & Liquids;
 - 7) Recovery of Submerged Petroleum-Powered Vehicles or Petroleum Containers;
 - 8) Response to Swift-Water Environment Spills;
 - 9) Spill Response Preparedness Training and Exercises;
 - 10) Oiled Wildlife Rescue;
 - 11) Clandestine Drug Labs;
 - 12) Terrorist Incidents; and
 - 13) 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.

EXHIBIT B

Contract Price and Payment Method

1. The total amount of all payments to each Contractor for this contract shall not exceed Six Hundred Ninety Thousand dollars (\$690,000). The breakdown of federal and state funds is as follows:

ENPRO					
ORG.	FY 2014	FY 2015	FY 2016	FY 2017	TOTAL
1400	\$125,000	\$125,000	\$125,000	\$125,000	\$500,000
1419	\$37,500	\$37,500	\$37,500	\$37,500	\$150,000
5392	\$10,000	\$10,000	\$10,000	\$10,000	\$40,000
TOTALS:	\$172,500	\$172,500	\$172,500	\$172,500	\$690,000

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 Price Schedule, Exhibit B-1, agreed-to by the State and the Contractor. For any special items not included in the Price Schedule, the Contractor shall be paid the firm 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. The Contractor may request compensation for fuel cost increases after July 1, 2013, based on actual fuel consumption for each work assignment and the per gallon incremental increase in fuel prices as published by the U.S. Department of Energy for New England (PADD 1A), using July 1, 2013 prices as a base. Percentage-based fuel cost surcharges shall not be payable.
5. 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.
6. 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. Payment for completed work shall be contingent upon Department approval of invoices based on verification of conformance with the contract terms.



"Keeping a Check on our Environment"

STATEMENT OF CORPORATE AUTHORITY

At a duly authorized meeting of the Board of Directors of ENPRO Services, Inc. at which time all voted that **Rudolph C. Streng, Vice President** of this Company, be and hereby is authorized to execute bids, contracts and bonds in the name and on behalf of said Company and affix its Corporate Seal thereto and such person **Rudolph C. Streng, Vice President** under seal of the Company shall be valid and binding upon this company.

A TRUE COPY

ATTEST:

Bruce A. Irving, President

PLACE OF BUSINESS: 12 Mulliken Way
Newburyport, MA 01950

DATE OF THIS DOCUMENT: May 15, 2013

I hereby certify that I am the President of ENPRO Services, Inc. and that Rudolph C. Streng is duly elected Vice President of said Company and that the above vote has not been amended or rescinded and will remain in full force and effects as of the date of this bid

(President's Signature)

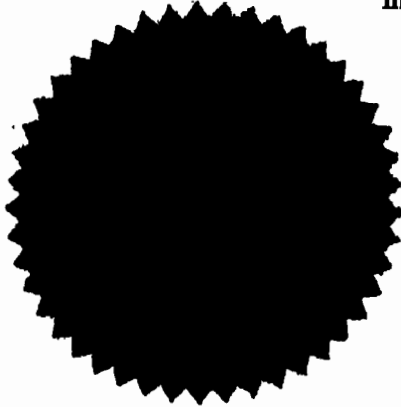
(Corporate Seal)

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that ENPRO SERVICES, INC. a(n) Massachusetts corporation, is authorized to transact business in New Hampshire and qualified on April 30, 2001. I further certify that all fees and annual reports required by the Secretary of State's office have been received.

In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 26th day of February, A.D. 2013



A handwritten signature in cursive script, appearing to read "William M. Gardner", is written over the printed name.

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/23/2013

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

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

PRODUCER FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101	CONTACT NAME: Carrie Morgan, CIC PHONE (Int. No. Ext.): (603) 669-3218 FAX (Int. No.): (603) 648-4331 E-MAIL ADDRESS: cmorgan@crossagency.com
INSURED ENPRO Services Inc 12 Mulliken Way Newburyport MA 01950	INSURER(S) AFFORDING COVERAGE INSURER A: Nautilus Ins. Co. INSURER B: Great Divide Ins Co INSURER C: Westchester Surplus Lines Ins. INSURER D: MEMIC Indemnity Company 11030 INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 13-14 All lines incl poll **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.

INER LTR	TYPE OF INSURANCE	ADD. SUBR. INSR. WORD	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY		RCPO1527313-12	4/1/2013	3/1/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		Contractual Liability -			DAMAGE TO RENTED PREMISES (EA occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		Railroads: Blanket Basis			MED EXP (Any one person) \$ 25,000
	<input checked="" type="checkbox"/> Contractors Pollution		General Liab Ded \$2,500			PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> Professional Liability		Professional Ded \$2,500			GENERAL AGGREGATE \$ 2,000,000
	GENL AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMPROP AGG \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					\$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY		MAA1528298-12 (MA)	4/1/2013	3/1/2014	COMBINED SINGLE LIMIT (EA accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO		BAP1527314-12 (NH,VT,ME)			BODILY INJURY (Per person) \$ 20,000
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS	Both policies include			BODILY INJURY (Per accident) \$ 40,000
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS	MCS-90 and Auto Pollution Liability			PROPERTY DAMAGE (Per accident) \$
	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR				Underinsured motorist \$ 100,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$ 10,000,000
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$		32438245A	4/1/2013	3/1/2014	AGGREGATE \$ 10,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		3102801507			\$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	(3a.) MA, ME, NH, NY, VT	3/1/2013	3/1/2014	<input checked="" type="checkbox"/> WC STATUS/TORY LIMITS <input type="checkbox"/> OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	All Officers Included			E.L. EACH ACCIDENT \$ 1,000,000
			Broad Form Other States			E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
A	Site Pollution Liability		RCPO1527313-12	4/1/2013	3/1/2014	Each Pollution Condition \$ 10,000,000
	\$25,000 Deductible					General Aggregate \$ 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Certificate holder is included as additional insured with respects to the CGL as per written contract.
Refer to policy for exclusionary endorsements and special provisions.

CERTIFICATE HOLDER

CANCELLATION

State of NH
Department of Environmental Services
Attn: Steve Croce
29 Hazen Drive
Concord, NH 03301

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

Laura Perrin/JSC *Laura Perrin*