



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES



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Clark B. Freise, Assistant Commissioner

June 7, 2017

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

REQUESTED ACTION

Authorize the Department of Environmental Services (DES) to enter into contracts in the amount of \$3,390,000.00 with the four vendors listed below to perform environmental spill response and hazardous materials cleanup, beginning as of July 1, 2017 through June 30, 2021, upon Governor and Council approval. Funding is: 35% Oil Pollution Control Fund, 59% MtBE Settlement Fund, and 6% Hazardous Waste Cleanup Fund.

Funding is available in the accounts as follows with authority to adjust encumbrances in each of the State fiscal years and between each of the contractors through the Budget Office if needed and justified. Funding for FY 2018 - 2021 is contingent upon the availability and continued appropriation of funds.

<u>Contractor</u>	<u>Vendor Code #</u>	<u>Four-Year Contract Amount</u>
Accuworx USA, Inc., Barre, VT	275107-B001	\$847,500
Clean Harbors Environmental Services, Inc., Bow, NH	174558-R001	\$847,500
Cyn Environmental Services, Stoughton, MA	174543-R001	\$847,500
ENPRO Services Inc., Franklin, MA	161724-R001	\$847,500
	Total:	\$3,390,000

<u>Account Name</u>	<u>Account Number</u> 03-44-44-444010	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>Totals</u>
Oil Pollution Control	1400-102-500731	\$300,000	\$300,000	\$300,000	\$300,000	\$1,200,000
Hazardous Waste Cleanup	5392-102-500731	\$47,500	\$47,500	\$47,500	\$47,500	\$190,000
MtBE Settlement	8893-102-500731	\$400,000	\$500,000	\$400,000	\$700,000	\$2,000,000
TOTALS		\$747,500	\$847,500	\$747,500	\$1,047,500	\$3,390,000

EXPLANATION

The Oil Pollution Control Fund under RSA 146-A, Hazardous Waste Cleanup Fund under RSA 147-B, and MtBE Settlement Fund were established for environmental spill response and cleanup. DES maintains contracts under these funds for conducting various oil and hazardous material spill response and cleanup activities to protect public health and the environment, often performed on an emergency basis. When a

responsible party can be identified, the statutes authorize recovery of costs incurred by the State. These contracts are established in preparedness for emergencies, changes in response and cleanup needs, identification of new threats, and economic conditions.

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 \$3,390,000 over the four-year contract period.

On January 12, 2017, DES issued a Request for Qualifications (RFQ). Five (5) 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 Accuworx USA, Clean Harbors Environmental Services, Cyn Environmental Services, and ENPRO Services, 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 five firms based on evaluations and self-scores, DES Selection Committee members and funding allocation per contractor.

Contractors will be assigned work based on location, experience, and capabilities. 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 first year of the contract period based on an evaluation of fair market value, economic factors, and contractor input. Prices will be reviewed annually for consistency with fair market value, current rates and economic conditions. DES may revise the contract price schedule annually, as warranted, with notice to each contractor. However, the total value of each contract and the aggregate expenditure for the four-year period will not increase due to price schedule updates.

DES has previously awarded term contracts to the top three firms and is confident that all the selected contractors will perform in a professional and expedient manner under the pending 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.



Clark B. Freise, Assistant Commissioner

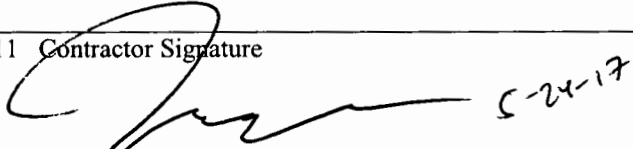
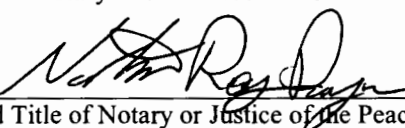
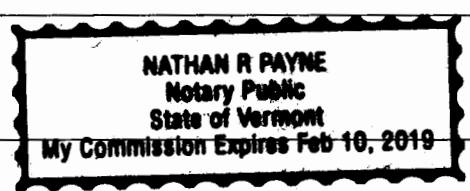
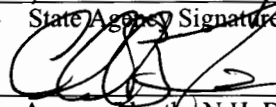
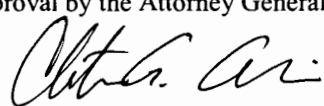
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

RECEIVED
NADES
MAY 30 2017
Oil Remediation &
Compliance Bureau

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Environmental Services		1.2 State Agency Address 29 Hazen Drive, P.O. Box 0095, Concord NH, 03301	
1.3 Contractor Name Accuworx USA, Inc.		1.4 Contractor Address 21 Metro Way, Barre VT, 05641	
1.5 Contractor Phone Number (888) 231-9396	1.6 Account Number 03-44-44-444010-1400, 5392, 8893-102	1.7 Completion Date June 30, 2021	1.8 Price Limitation \$847,500.00
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  5-24-17		1.12 Name and Title of Contractor Signatory Jeffrey A. Simone, Executive Vice President	
1.13 Acknowledgement: State of <u>Vermont</u> , County of <u>Washington</u> On <u>May 24th 2017</u> , 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 [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Nathan Payne Notary</u>			
1.14 State Agency Signature  Date: <u>6/2/17</u>		1.15 Name and Title of State Agency Signatory Clark B. Freise, Assistant 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) (if applicable) By:  On: <u>6/6/17</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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 notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and 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 \$1,000,000 per occurrence and \$2,000,000 aggregate ; and

14.1.2 special cause of loss coverage form 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.

EXHIBIT A

Scope of Work

1. The State has contracted separately with Accuworx USA, Inc., Clean Harbors Environmental Services, Inc., CYN Environmental Services, Inc., and ENPRO Services, Inc. Each Contractor shall furnish all necessary labor, materials, goods, equipment, services and facilities to perform comprehensive contaminated site cleanup, spill response, planned remediation, spill prevention and other services at various locations as requested by the State.
2. All work shall be performed in accordance with the Department of Environmental Services ("Department") document titled; FY 2018 – FY 2021 Contaminated Site Response & Cleanup Contract Performance Standards ("Performance Standards"), incorporated herein by reference. The work includes the following response, remediation and prevention categories:
 - 1) On-Premise-Use Heating Oil Spills
 - 2) Planned Remediation at Contaminated Sites
 - 3) Removal of Underground and Aboveground Storage Tanks
 - 4) Motor Vehicle Accidents
 - 5) Containment, Transportation and Disposal of Unknown Wastes
 - 6) Solid Waste and Hazardous Material Incidents
 - 7) Recovery of Submerged Petroleum Powered Vehicles or Petroleum Containers
 - 8) Response to Oil Spills in Swift Water Environments
 - 9) Clandestine Drug Labs
 - 10) Incident Command System Operations, Terrorist Incidents and Disaster Response
3. The State shall assign work to each Contractor in accordance with the protocol in the Performance Standards. The State makes no guarantee of a minimum or maximum amount of work assigned to each Contractor.



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EXHIBIT B

Contract Price and Payment Method

1. The total amount of all payments to each Contractor for this contract shall not exceed Eight Hundred Forty Seven Thousand, Five Hundred dollars (\$847,500). The breakdown of state funds is as follows:

ACCUWORX USA, INC.					
ORG.	FY 2018	FY 2019	FY 2020	FY 2021	TOTAL
1400	\$75,000	\$75,000	\$75,000	\$75,000	\$300,000
8893	\$100,000	\$150,000	\$100,000	\$150,000	\$500,000
5392	\$11,875	\$11,875	\$11,875	\$11,875	\$47,500
TOTALS:	\$186,875	\$236,875	\$186,875	\$236,875	\$847,500

2. Payment for each work assignment shall be based upon the items, not-to-exceed unit prices and not-to-exceed labor rates provided in the Exhibit B-1: Price Schedule, agreed-to by the State and the Contractors. For any special items not included in the Price Schedule, the Contractor shall be paid the 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. For the initial contract year, the Department shall establish the items, unit prices, labor rates, rates for handling costs, subcontractor administration, and insurance provided in the Price Schedule. For subsequent years, and at its discretion, the Department may add new items to the Price Schedule and adjust the unit prices and rates in consideration of market conditions and with Contractor input. However, the total value of each contract shall not be increased without Governor and Council approval.
5. The Contractor shall submit payment requests in accordance with the Performance Standards. The Department shall review invoices for completeness and compliance with the contract terms and shall return invoices found to be incomplete or inaccurate. Payment for completed work shall be contingent upon Department approval of invoices based on verification of conformance with the contract terms.


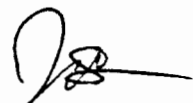

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EXHIBIT C

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, is found brokering a work assignment to another Contractor or to unqualified subcontractors. The Department shall limit the future assignment of work to Contractors that are found to be non-responsive and inefficient in their efforts to complete assignments that are under inspection by State officials.



5-23-17

May 12, 2017

**EXHIBIT B-1: PRICE SCHEDULE
CONTAMINATED SITE RESPONSE AND CLEANUP CONTRACT**

Contract Period: July 2017 - June 2021

<u>ITEM</u>	<u>CATEGORY</u>	<u>UNITS</u>	<u>Unit Rate for 7/1/17 - 6/30/18 (1)</u>
Item #	Labor		
L-1	Site Supervisor	Hour	\$96.60
L-2	Foreman	Hour	\$65.36
L-3	Technician	Hour	\$52.50
L-4	Field Chemist	Hour	\$73.03
L-5	Marine Laborer (4)	Hour	\$53.81
L-6	Boat Operator	Hour	\$59.30
L-7	Equipment Operator	Hour	\$57.86
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)	Hour	1.5 X Labor Rate
L-12	Police Detail	Hour	Cost + 10%
Item #	Health and Safety		
HS-1	Level A PPE (7)	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	\$73.27

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V-3	Work/Utility Truck (Non-Emergency)	Half-Day	\$133.26
Item #	Vehicles & Trailers		
VT-1	Fully equipped Emergency Response Trailer	Half-Day	\$141.83
VT-2	Fully equipped Emergency Response Van	Half-Day	\$149.93
VT-3	Rack Truck	Half-Day	\$142.09
VT-4	Transport Tankers, 3000 gallon minimum	Half-Day	\$181.01
VT-5	Dump Truck, diesel, 5-6 cyd	Half-Day	\$205.00
VT-6	Dump Truck ,diesel, 22-24 cydl	Half-Day	\$212.11
VT-7	Vacuum truck	Hour	\$73.27
VT-8	Vacuum truck - Stainless Steel	Hour	\$81.66
VT-9	Box Truck	Half-Day	\$181.01
VT-10	Lowboy trailer with tractor	Hour	\$119.77
VT-11	Roll-Off/Frac Tank Trailer or Truck	Hour	\$73.27
VT-12	Flat Bed Trailers	Half-Day	\$107.12
VT-13	Bobcat attachments	Half-Day	\$150.12
Item #	Excavating & Loading		
EL-1	Backhoe Loader, 4WD	Half-Day	\$298.04
EL-2	Mini-Excavator, 7500 lb, hydraulic	Half-Day	\$225.10
EL-3	Excavator - 25000 lb, hydraulic	Half-Day	\$383.00
EL-4	Excavator - 75000 lb, hydraulic	Half-Day	\$551.93
EL-5	Bobcat Loader- 700 lb, skidsteer	Half-Day	\$179.91
EL-6	Loader - 3 cy bucket, 4WD, diesel	Half-Day	\$383.00




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EL-7	Vactor Truck	Hour	\$120.39
EL-8	Vactor Hose, 6 in. diameter	Foot	\$2.82
EL-9	Pump Truck	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	\$98.44
ACC-2	Containment boom, up to 18"	Foot	\$1.40
ACC-3	Containment boom, up to 37"	Foot	\$1.66
ACC-4	Sorbent pads, 15"x19"x3/16", 200 per bale	Bale	\$98.49
ACC-5	Sorbent boom 10'x8" diam., 4 per bale	Bale	\$196.98
ACC-6	Speedi-dry, 50lb. bag	Bag	\$7.48
ACC-7	Polyethylene bags, 38" x 60", 4 mill	Bag	\$1.07
ACC-8	Degreasers	Gallon	\$56.70
Item #	Containers		
C-1	Storage tank (1,000-2,500 gallon)	Half-Day	\$16.38
C-2	Storage tank (5,000-7,500 gallon)	Half-Day	\$16.38
C-3	Storage tank (Frac-20,000-gallon)	Half-Day	\$31.50
C-4	Roll-Off Container, 10 c.y.	Half-Day	\$9.64


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May 12, 2017

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C-5	Roll-Off Container, 20 c.y.	Half-Day	\$12.86
C-6	Roll-Off Container, 30 c.y.	Half-Day	\$13.91
C-7	Roll-Off Liner, all sizes	Each	\$68.51
C-8	Drums, 55 gallon Type 17E, closed head	Each	\$42.00
C-9	Drums - 55 gallon 17H, open head	Each	\$42.00
C-10	Drums, 25M, poly, 55 gallon	Each	\$71.40
C-11	Drums, 17E, poly, 30 gallon	Each	\$61.95
C-12	Drums, 17H, poly, 30 gallon	Each	\$85.05
C-13	1 CuYd Box	Each	\$110.25
C-14	Pails, poly, 5 gallon (Lab Pack)	Each	\$9.82
C-15	Overpack drums, 1A2/X427/S, 85 gallon, steel	Each	\$163.80
C-16	Overpack drums, 1H2/X340/S, 85 gallon, poly	Each	\$178.50
Item #	Pumps		
P-1	Drum vacuum pump	Half-Day	\$41.74
P-2	Pump, pneumatic diaphragm, 1.5 in. to 3 in. discharge	Half-Day	\$52.45
P-3	Pump, electric centrifugal, 1.5 in. to 3 in. discharge	Half-Day	\$42.84
P-4	Pump, trash, 2 in. to 4 in. discharge	Half-Day	\$109.20
Item #	Tools & Equipment (2)		
TE-1	Transit or level, tripod, rod, and tape	Half-Day	\$43.89
TE-2	Blower/exhaust fan, explosion proof 5,000 CFM	Half-Day	\$35.28
TE-3	Blower/exhaust fan, explosion proof 5,000 CFM	Week	\$163.80

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May 12, 2017

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TE-4	Blower/exhaust fan, explosion proof 1,570 CFM	Half-Day	\$17.14
TE-5	Blower/exhaust fan, explosion proof 1,570 CFM	Week	\$98.49
TE-6	Charcoal Scrubber Treatment	Week	Cost + 15%
TE-7	Compactor - walk behind 20 x 28" vibrating plate type	Half-Day	\$59.96
TE-8	Compactor - double drum type	Half-Day	\$119.91
TE-9	Air Compressor 125/175 psi	Half-Day	\$71.72
TE-10	Concrete Saw with blade	Day	\$246.28
TE-11	Concrete Saw Blade	Each	Cost + 10%
TE-12	Concrete corer - 6" to 8" diameter	Half-Day	\$87.78
TE-13	Generator, up to 5000 watt	Half-Day	\$69.56
TE-14	Jackhammer with bit and hose	Half-Day	\$47.04
TE-15	Skimmer - Duckbill, Slurp, Swiss	Half-Day	\$33.18
TE-16	Water Blaster - up to 3,000 psi	Half-Day	\$54.60
TE-17	Steam Cleaner - 800 psi	Half-Day	\$65.31
TE-18	Reciprocating saw, electric or pneumatic w/ blades	Half-Day	\$33.18
TE-19	Light tower w/generator	Half-Day	\$119.91
TE-20	Portable floodlight	Half-Day	\$29.93
TE-21	Chain Saw, gas or electric, all sizes	Half-Day	\$35.28
TE-22	Rotary percussion drill, electric or pneumatic, 1/2" to 3/4"	Half-Day	\$35.28
TE-23	All other powered hand tools	Half-Day	\$21.42

May 12, 2017

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<u>ITEM</u>	<u>CATEGORY</u>	<u>UNITS</u>	<u>Unit Rate for 7/1/17 - 6/30/18 (1)</u>
TE-24	Traffic Signs Package	Incident	\$107.10
TE-25	Heat Blanket	Day	\$26.78
TE-26	Glycol Heater	Day	\$682.50
TE-27	HEPA Vacuum, wet/dry	Half-Day	\$47.25
TE-28	Mercury Vacuum	Half-Day	\$78.75
Item #	Marine		
M-1	Row Boat (Emerg.Trailer/Van)	Day	\$75.00
M-2	Work Boat, up to 16 foot	Day	\$500.00
M-3	Work/Tow Boat, 17 to 26 foot	Day	\$770.00
M-4	Boom Boat, 23 to 35 foot	Day	\$1,200.00
M-5	Response/Tow Boat, >24 feet	Day	\$1,350.00
Item #	Disposal & Treatment		
DT-1a (5)	Bulk Liquid Disposal (gasoline/water), FP ≤ 140° F, < 1000 gal.	Gallon	\$1.86
DT-1b (5)	Bulk Liquid Disposal (gasoline/water), FP > 140° F	Gallon	\$0.82
DT-1c (6)	Bulk Liquid Disposal (gasoline/water), FP > 140° F for incineration	Gallon	\$2.60
DT-2 (5)	Bulk Liquid Disposal (fuel oil/water)	Gallon	\$0.52
DT-3	Bulk Liquid Disposal (Heavy Oil/water)	Gallon	\$0.71
DT-4	Mixed Liquid Disposal (gasoline/water)	Drum	\$266.18
DT-5	Gasoline-Contaminated Debris In Drums (Hazardous)	Drum	\$250.82
DT-6	Oil-Contaminated Debris In Drums (Non-Hazardous)	Drum	\$100.33
DT-7	Mixed Liquid Disposal (fuel oil/water)	Drum	\$131.04


S-23-17

May 12, 2017

**EXHIBIT B-1: PRICE SCHEDULE
CONTAMINATED SITE RESPONSE AND CLEANUP CONTRACT**

Contract Period: July 2017 - June 2021

<u>ITEM</u>	<u>CATEGORY</u>	<u>UNITS</u>	<u>Unit Rate for 7/1/17 - 6/30/18 (1)</u>
DT-8	Oily Debris Disposal In Bags	Bag	\$31.74
DT-9	Bulk Oily Debris Disposal	Ton	Cost + 15%
DT-10	VPC Soil - Thermal Treatment or Landfill Disposal < 50 tons	Ton	Cost + 15%
DT-11	VPC Soil - Thermal Treatment or Landfill Disposal > 50 tons	Ton	Minimum 2 Quotes required
DT-12	VPC Soil (small quantities in drums) (3)	Drum	\$100.33
DT-13	Transport of VPC Soil	Ton	Cost + 15%
DT-14	Other Petroleum wastes	T-packs	Minimum 2 Quotes required
DT-15	Bulk Liquid Disposal (hazardous waste)	Gallon	Minimum 2 Quotes required
DT-16	Other Hazardous waste	T-packs	Minimum 2 Quotes required
Item #	Hazardous/Petroleum Storage Tank Removals		
TANK-1	Tank closure, materials disposal and site restoration	By Quote	Project-specific Quote Required
Item #	Meters - Detectors		
MD-1	Photoionization detector (PID)	Day	\$80
MD-2	Flameionization detector (FID)	Day	\$103.50
MD-3	Water level meter	Day	\$17.25
MD-4	Oil/Water Interface probe	Day	\$28.75
MD-5	Metal detector	Day	\$17.25
MD-6	Multi-Gas Meter (VOCs, LEL, O2)	Day	\$108.10
MD-7	Drager/Synsidyne (plus tubes)	Day	\$30 + tubes (Cost + 15%)


5-23-17

May 12, 2017

**EXHIBIT B-1: PRICE SCHEDULE
CONTAMINATED SITE RESPONSE AND CLEANUP CONTRACT**

Contract Period: July 2017 - June 2021

<u>ITEM</u>	<u>CATEGORY</u>	<u>UNITS</u>	<u>Unit Rate for 7/1/17 - 6/30/18 (1)</u>
MD-8	Mercury Vapor Analyzer (Jerome Meter)	Day	\$125.00
MD-9	Unknown Hazardous Waste Field ID Kit	Day	\$172.50
MD-10	Unknown Compressed Gas Field ID Kit	Day	\$172.50
Item #	Sampling Equipment and Supplies		
S-1	Disposable bailers	Each	\$13.80
S-2	Encore™ sample container for use with sampling Method 5035	Each	\$9.20
S-3	Field Supplies	Day	\$28.75
S-4	Groundwater sampling filter	Each	\$23.00
S-5	Groundwater sampling pump	Day	\$46.00
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%	Cost + 15%
CS-2	Materials, supplies and rentals, not a listed item and no subcontract	Cost + 10%	Cost + 10%

NOTES:

- (1) Prices will be evaluated and adjusted annually on or about July 1st, in consideration of CPI and other indexes.
- (2) DES shall determine whether to pay the purchase price or the use/rental cost for an item used on any assignment.
- (3) Assumes that any large quantity of soil will be disposed as bulk wastes, 5 drums or less is considered small quantity since 5 drums cost \$490 versus a minimum load 10 tons at \$43. per ton plus administrative costs.
- (4) The Marine Laborer hourly rate will be applied to IR Service personnel that are used for boom deployment exercises, DES boat orientation, and joint-agency spill exercises.
- (5) Assumes mixtures are recycled and reused.
- (6) Assumes mixtures are incinerated including tanker rinse waters.
- (7) The listed rate is for reusable suits with decontamination and examination/testing by a safety professional. When extensive contamination is expected may consider using disposable suits and with compensation for additional cost.



5-23-17



CORPORATE RESOLUTION OF SIGNING AUTHORITY


**RESOLUTION OF: New Hampshire- Contaminated Site Response and Clean-Up
Contract FY 2018 to 2021**

RESOLVED that the execution of powers of attorney, transfers, assignments, contracts, obligations, certificates, and other instruments of whatever nature entered into by the Company directly or through a transfer agent, acting in its capacity as a corporate director or exercising any and all other powers conferred upon it by the letters Patent incorporating it or by the law pertaining to such matters, shall be signed by any one of the persons listed below:

Name	Title	Specimen Signature
Jason Rosset	President/Treasurer	
Jeffrey Simone	Executive Vice President/Secretary	

I, MELISSA CALKINS, the undersigned Office Manager of ACCUWORX USA, Inc.

HEREBY CERTIFY that the foregoing is a true and correct copy of a Resolution of the Board of Directors of said Company passed by a resolution of the said board dated on 5 May 2017 and that said Resolution is still in full force and effect.



Witness

P.O. Box 7240, Barre, VT 05641
Barre, VT Office - (802) 522-1306

FAX (802) 522-1059
www.accuworx.com

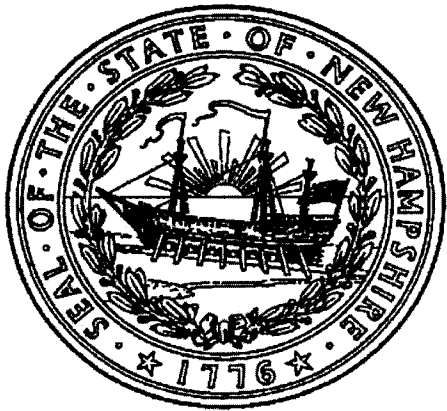
State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that ACCUWORX USA, INC. is a Vermont Profit Corporation registered to transact business in New Hampshire on October 12, 2016. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 757934



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of June A.D. 2017.

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

William M. Gardner
Secretary of State



CERTIFICATE OF INSURANCE

THIS CERTIFICATE CONSTITUTES A STATEMENT OF THE FACTS AS OF THE DATE OF ISSUANCE AND ARE SO REPRESENTED AND WARRANTED ONLY TO THE CERTIFICATE HOLDER; OTHER PERSONS RELYING ON THIS MEMORANDUM DO SO AT THEIR OWN RISK. THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW.

INSURED: Accuworx Inc. Accuworx USA Inc. Accuworx Gulf Coast Inc. 21 Metro Way – Suite 2 Barre, VT 05641	CERTIFICATE HOLDER: Steven A. Croce, P.M. Waste Management Division New Hampshire Department of Environmental Services Concord, NH 03302-0095
--	--

RE: EVIDENCE OF INSURANCE - Operations Usual To The Insured's Business

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.

TYPE OF INSURANCE	INSURANCE COMPANY / POLICY NUMBER	POLICY PERIOD	LIMITS/COVERAGE	
COMMERCIAL PROPERTY	AIG Canada Policy No. 021457034	April 21, 2017 to April 21, 2018	\$20.7 Mill	Total Insured Values
COMMERCIAL GENERAL LIABILITY (CGL) Including, but not limited to: Bodily Injury, Property Damage, Personal Injury and Advertising Injury, Premises-Operations, Non- Owned Automobile, Cross Liability, and Tenant's Legal Liability	National Union Fire Insurance Company of PA Policy No. GL 1929870	April 21, 2017 to April 21, 2018	\$2,000,000 \$2,000,000 \$2,000,000 \$2,000,000 \$2,000,000 \$2,000,000	Per Occurrence Products & Completed Operations Aggregate Personal Injury & Advertising Injury Non-Owned Automobile Employer's Liability Tenant's Legal Liability Employee Benefits Liability
AUTOMOBILE LIABILITY	Commerce and Industry Insurance Company Policy No. CA 2820076	April 21, 2017 to April 21, 2018	\$1,000,000	Limit of Liability – Combined Single Limit
UMBRELLA LIABILITY	Markel Policy No. 193705	April 21, 2017 to April 21, 2018	\$8,000,000 \$8,000,000	Limit of Liability in excess of primary Commercial General Liability and Automobile Liability Aggregate Limit
EXCESS UMBRELLA LIABILITY	Lloyd's of London thru Strategic Underwriting Managers Policy No. SUM-EXC-076 92-001	April 21, 2017 to April 21, 2018	\$5,000,000	Per occurrence/Aggregate Limit
CONTRACTOR'S POLLUTION LIABILITY – (Occurrence Form)	AIG Canada Policy No. CPO 13355337	April 21, 2017 to April 21, 2018	\$5,000,000 \$5,000,000	Per Pollution Condition Aggregate Limit
POLLUTION LEGAL LIABILITY (Claims Made)	Chubb Insurance Policy No. EIL355021001	April 21, 2017 to April 21, 2018	\$1,000,000 Limit	Per event and Aggregate Limit



CERTIFICATE OF INSURANCE

ADDITIONAL INFORMATION:

It is hereby understood and agreed that Steven A. Croce, P.M. Waste Management Division New Hampshire Department of Environmental Services is added as Additional Insured to the Commercial General Liability policy but only with respect to liability arising out of the operations of the Named Insured.

Cancellation: Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

Date: April 18, 2017

PURVES REDMOND LIMITED

PER MS

Authorized Signature

Attachment A

Summary Ranking of Firms Responding to Request for Qualifications

Firm	Total Score	Rank
ENPRO Services, Inc.	926	1
Clean Harbors Environmental Services, Inc.	829.5	2
CYN Environmental Services Inc.	761.5	3
Accuworx USA, Inc.	573.5	4
Strategic Environmental Services	421.5	5

(Bolded text indicates firms selected for this contract.)

Ranking Criteria of Firms Responding to Request for Qualifications

Criteria	Weight Factor	Weighted Scores				
		ENPRO	Clean Harbors	CYN	Accuworx	SES
Table 2: Responses & Narratives	35%	316	284.5	232.5	225.5	93.5
Table 3: Technical Personnel	25%	210	207	168	91	154
Table 4: Equipment & Mobilization	40%	400	338	361	257	174
Totals:	100%	926	829.5	761.5	573.5	421.5

NHDES Selection Committee

Committee Members	Class Title	Years Experience
Steven A. Croce, P.E.	Civil Engineer V	40+
H. Keith DuBois, P.G.	Assistant Director	30+
Margaret Bastien, P.E.	Civil Engineer VI	30+
Robert Bishop	Administrator III	25+

Attachment B

Funding Encumbrances for Initial Response Contractors

ACCUWORX USA, INC.

ORG	FY 2018	FY 2019	FY 2020	FY 2021	Total
1400	\$75,000	\$75,000	\$75,000	\$75,000	\$300,000
5392	\$11,875	\$11,875	\$11,875	\$11,875	\$47,500
8893	\$100,000	\$150,000	\$100,000	\$150,000	\$500,000
Totals:	\$186,875	\$236,875	\$186,875	\$236,875	\$847,500

CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.

ORG	FY 2018	FY 2019	FY 2020	FY 2021	Total
1400	\$75,000	\$75,000	\$75,000	\$75,000	\$300,000
5392	\$11,875	\$11,875	\$11,875	\$11,875	\$47,500
8893	\$100,000	\$100,000	\$100,000	\$200,000	\$500,000
Totals:	\$186,875	\$186,875	\$186,875	\$286,875	\$847,500

CYN ENVIRONMENTAL SERVICES INC.

ORG	FY 2018	FY 2019	FY 2020	FY 2021	Total
1400	\$75,000	\$75,000	\$75,000	\$75,000	\$300,000
5392	\$11,875	\$11,875	\$11,875	\$11,875	\$47,500
8893	\$100,000	\$100,000	\$100,000	\$200,000	\$500,000
Totals:	\$186,875	\$186,875	\$186,875	\$286,875	\$847,500

ENPRO SERVICES, INC.

ORG	FY 2018	FY 2019	FY 2020	FY 2021	Total
1400	\$75,000	\$75,000	\$75,000	\$75,000	\$300,000
5392	\$11,875	\$11,875	\$11,875	\$11,875	\$47,500
8893	\$100,000	\$150,000	\$100,000	\$150,000	\$500,000
Totals:	\$186,875	\$236,875	\$186,875	\$236,875	\$847,500


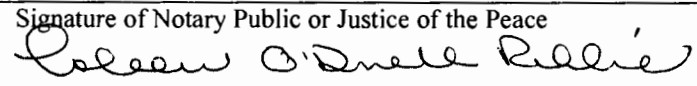
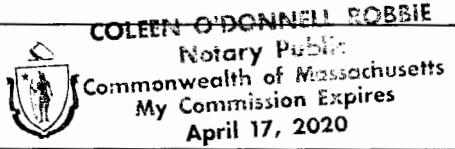
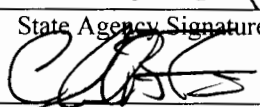
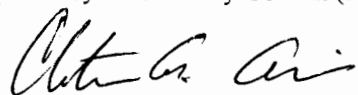
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Environmental Services		1.2 State Agency Address 29 Hazen Drive, P.O. Box 95, Concord NH, 03301	
1.3 Contractor Name Clean Harbors Environmental Services, INC.		1.4 Contractor Address 42 Longwater Drive, Norwell MA, 02061	
1.5 Contractor Phone Number (800) 282-0058	1.6 Account Number 03-44-44-444010-1400, 5392, 8893-102	1.7 Completion Date June 30, 2021	1.8 Price Limitation \$847,500.00
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 Robert Sherman, Senior Vice President Field Services Operations	
1.13 Acknowledgement: State of <u>Massachusetts</u> County of <u>Plymouth</u> On <u>May 25, 2017</u> , 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  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace Coleen O'Donnell Robbie Paralegal & Notary			
1.14 State Agency Signature  Date: <u>6/2/17</u>		1.15 Name and Title of State Agency Signatory Clark B. Freise, Assistant 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) (if applicable) By:  On: <u>6/5/17</u>			
1.18 Approval by the Governor and Executive Council (if applicable) 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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("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. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. 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 notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and 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 \$1,000,000 per occurrence and \$2,000,000 aggregate ; and

14.1.2 special cause of loss coverage form 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 thirty (30) 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 provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) 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 unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

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.

Contractor Initials

Bo

Date

9/22/17

EXHIBIT A

Scope of Work

1. The State has contracted separately with Accuworx USA, Inc., Clean Harbors Environmental Services, Inc., CYN Environmental Services, Inc., and ENPRO Services, Inc. Each Contractor shall furnish all necessary labor, materials, goods, equipment, services and facilities to perform comprehensive contaminated site cleanup, spill response, planned remediation, spill prevention and other services at various locations as requested by the State.
2. All work shall be performed in accordance with the Department of Environmental Services ("Department") document titled; FY 2018 – FY 2021 Contaminated Site Response & Cleanup Contract Performance Standards ("Performance Standards"), incorporated herein by reference. The work includes the following response, remediation and prevention categories:
 - 1) On-Premise-Use Heating Oil Spills
 - 2) Planned Remediation at Contaminated Sites
 - 3) Removal of Underground and Aboveground Storage Tanks
 - 4) Motor Vehicle Accidents
 - 5) Containment, Transportation and Disposal of Unknown Wastes
 - 6) Solid Waste and Hazardous Material Incidents
 - 7) Recovery of Submerged Petroleum Powered Vehicles or Petroleum Containers
 - 8) Response to Oil Spills in Swift Water Environments
 - 9) Clandestine Drug Labs
 - 10) Incident Command System Operations, Terrorist Incidents, and Disaster Response
3. The State shall assign work to each Contractor in accordance with the protocol in the Performance Standards. The State makes no guarantee of a minimum or maximum amount of work assigned to each Contractor.



5/25/17

EXHIBIT B

Contract Price and Payment Method

1. The total amount of all payments to each Contractor for this contract shall not exceed Eight Hundred Forty Seven Thousand, Five Hundred dollars (\$847,500). The breakdown of state funds is as follows:

CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.					
ORG.	FY 2018	FY 2019	FY 2020	FY 2021	TOTAL
1400	\$75,000	\$75,000	\$75,000	\$75,000	\$300,000
5392	\$11,875	\$11,875	\$11,875	\$11,875	\$47,500
8893	\$100,000	\$100,000	\$100,000	\$200,000	\$500,000
TOTALS:	\$186,875	\$186,875	\$186,875	\$286,875	\$847,500

2. Payment for each work assignment shall be based upon the items, not-to-exceed unit prices and not-to-exceed labor rates provided in the Exhibit B-1: Price Schedule, agreed-to by the State and the Contractors. For any special items not included in the Price Schedule, the Contractor shall be paid the 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. For the initial contract year, the Department shall establish the items, unit prices, labor rates, rates for handling costs, subcontractor administration, and insurance provided in the Price Schedule. For subsequent years, and at its discretion, the Department may add new items to the Price Schedule and adjust the unit prices and rates in consideration of market conditions and with Contractor input. However, the total value of each contract shall not be increased without Governor and Council approval.
5. The Contractor shall submit payment requests in accordance with the Performance Standards. The Department shall review invoices for completeness and compliance with the contract terms and shall return invoices found to be incomplete or inaccurate. Payment for completed work shall be contingent upon Department approval of invoices based on verification of conformance with the contract terms.




5/25/17

**EXHIBIT B-1: PRICE SCHEDULE
CONTAMINATED SITE RESPONSE AND CLEANUP CONTRACT**

Contract Period: July 2017 - June 2021

<u>ITEM</u>	<u>CATEGORY</u>	<u>UNITS</u>	<u>Unit Rate for 7/1/17 - 6/30/18 (1)</u>
Item #	Labor		
L-1	Site Supervisor	Hour	\$96.60
L-2	Foreman	Hour	\$65.36
L-3	Technician	Hour	\$52.50
L-4	Field Chemist	Hour	\$73.03
L-5	Marine Laborer (4)	Hour	\$53.81
L-6	Boat Operator	Hour	\$59.30
L-7	Equipment Operator	Hour	\$57.86
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)	Hour	1.5 X Labor Rate
L-12	Police Detail	Hour	Cost + 10%
Item #	Health and Safety		
HS-1	Level A PPE (7)	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	\$73.27


 5/25/17

May 12, 2017

**EXHIBIT B-1: PRICE SCHEDULE
CONTAMINATED SITE RESPONSE AND CLEANUP CONTRACT**

Contract Period: July 2017 - June 2021

<u>ITEM</u>	<u>CATEGORY</u>	<u>UNITS</u>	<u>Unit Rate for 7/1/17 - 6/30/18 (1)</u>
V-3	Work/Utility Truck (Non-Emergency)	Half-Day	\$133.26
Item #	Vehicles & Trailers		
VT-1	Fully equipped Emergency Response Trailer	Half-Day	\$141.83
VT-2	Fully equipped Emergency Response Van	Half-Day	\$149.93
VT-3	Rack Truck	Half-Day	\$142.09
VT-4	Transport Tankers, 3000 gallon minimum	Half-Day	\$181.01
VT-5	Dump Truck, diesel, 5-6 cyd	Half-Day	\$205.00
VT-6	Dump Truck ,diesel, 22-24 cydl	Half-Day	\$212.11
VT-7	Vacuum truck	Hour	\$73.27
VT-8	Vacuum truck - Stainless Steel	Hour	\$81.66
VT-9	Box Truck	Half-Day	\$181.01
VT-10	Lowboy trailer with tractor	Hour	\$119.77
VT-11	Roll-Off/Frac Tank Trailer or Truck	Hour	\$73.27
VT-12	Flat Bed Trailers	Half-Day	\$107.12
VT-13	Bobcat attachments	Half-Day	\$150.12
Item #	Excavating & Loading		
EL-1	Backhoe Loader, 4WD	Half-Day	\$298.04
EL-2	Mini-Excavator, 7500 lb, hydraulic	Half-Day	\$225.10
EL-3	Excavator - 25000 lb, hydraulic	Half-Day	\$383.00
EL-4	Excavator - 75000 lb, hydraulic	Half-Day	\$551.93
EL-5	Bobcat Loader- 700 lb, skidsteer	Half-Day	\$179.91
EL-6	Loader - 3 cy bucket, 4WD, diesel	Half-Day	\$383.00

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May 12, 2017

**EXHIBIT B-1: PRICE SCHEDULE
CONTAMINATED SITE RESPONSE AND CLEANUP CONTRACT**

Contract Period: July 2017 - June 2021

<u>ITEM</u>	<u>CATEGORY</u>	<u>UNITS</u>	<u>Unit Rate for 7/1/17 - 6/30/18 (1)</u>
EL-7	Vactor Truck	Hour	\$120.39
EL-8	Vactor Hose, 6 in. diameter	Foot	\$2.82
EL-9	Pump Truck	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	\$98.44
ACC-2	Containment boom, up to 18"	Foot	\$1.40
ACC-3	Containment boom, up to 37"	Foot	\$1.66
ACC-4	Sorbent pads, 15"x19"x3/16", 200 per bale	Bale	\$98.49
ACC-5	Sorbent boom 10"x8" diam., 4 per bale	Bale	\$196.98
ACC-6	Speedi-dry, 50lb. bag	Bag	\$7.48
ACC-7	Polyethylene bags, 38" x 60", 4 mill	Bag	\$1.07
ACC-8	Degreasers	Gallon	\$56.70
Item #	Containers		
C-1	Storage tank (1,000-2,500 gallon)	Half-Day	\$16.38
C-2	Storage tank (5,000-7,500 gallon)	Half-Day	\$16.38
C-3	Storage tank (Frac-20,000-gallon)	Half-Day	\$31.50
C-4	Roll-Off Container, 10 c.y.	Half-Day	\$9.64



5/12/17

May 12, 2017

**EXHIBIT B-1: PRICE SCHEDULE
CONTAMINATED SITE RESPONSE AND CLEANUP CONTRACT**

Contract Period: July 2017 - June 2021

<u>ITEM</u>	<u>CATEGORY</u>	<u>UNITS</u>	<u>Unit Rate for 7/1/17 - 6/30/18 (1)</u>
C-5	Roll-Off Container, 20 c.y.	Half-Day	\$12.86
C-6	Roll-Off Container, 30 c.y.	Half-Day	\$13.91
C-7	Roll-Off Liner, all sizes	Each	\$68.51
C-8	Drums, 55 gallon Type 17E, closed head	Each	\$42.00
C-9	Drums - 55 gallon 17H, open head	Each	\$42.00
C-10	Drums, 25M, poly, 55 gallon	Each	\$71.40
C-11	Drums, 17E, poly, 30 gallon	Each	\$61.95
C-12	Drums, 17H, poly, 30 gallon	Each	\$85.05
C-13	1 CuYd Box	Each	\$110.25
C-14	Pails, poly, 5 gallon (Lab Pack)	Each	\$9.82
C-15	Overpack drums, 1A2/X427/S, 85 gallon, steel	Each	\$163.80
C-16	Overpack drums, 1H2/X340/S, 85 gallon, poly	Each	\$178.50
Item #	Pumps		
P-1	Drum vacuum pump	Half-Day	\$41.74
P-2	Pump, pneumatic diaphragm, 1.5 in. to 3 in. discharge	Half-Day	\$52.45
P-3	Pump, electric centrifugal, 1.5 in. to 3 in. discharge	Half-Day	\$42.84
P-4	Pump, trash, 2 in. to 4 in. discharge	Half-Day	\$109.20
Item #	Tools & Equipment (2)		
TE-1	Transit or level, tripod, rod, and tape	Half-Day	\$43.89
TE-2	Blower/exhaust fan, explosion proof 5,000 CFM	Half-Day	\$35.28
TE-3	Blower/exhaust fan, explosion proof 5,000 CFM	Week	\$163.80



 5/25/17

May 12, 2017

**EXHIBIT B-1: PRICE SCHEDULE
CONTAMINATED SITE RESPONSE AND CLEANUP CONTRACT**

Contract Period: July 2017 - June 2021

<u>ITEM</u>	<u>CATEGORY</u>	<u>UNITS</u>	<u>Unit Rate for 7/1/17 - 6/30/18 (1)</u>
TE-4	Blower/exhaust fan, explosion proof 1,570 CFM	Half-Day	\$17.14
TE-5	Blower/exhaust fan, explosion proof 1,570 CFM	Week	\$98.49
TE-6	Charcoal Scrubber Treatment	Week	Cost + 15%
TE-7	Compactor - walk behind 20 x 28" vibrating plate type	Half-Day	\$59.96
TE-8	Compactor – double drum type	Half-Day	\$119.91
TE-9	Air Compressor 125/175 psi	Half-Day	\$71.72
TE-10	Concrete Saw with blade	Day	\$246.28
TE-11	Concrete Saw Blade	Each	Cost + 10%
TE-12	Concrete corer - 6" to 8" diameter	Half-Day	\$87.78
TE-13	Generator, up to 5000 watt	Half-Day	\$69.56
TE-14	Jackhammer with bit and hose	Half-Day	\$47.04
TE-15	Skimmer - Duckbill, Slurp, Swiss	Half-Day	\$33.18
TE-16	Water Blaster – up to 3,000 psi	Half-Day	\$54.60
TE-17	Steam Cleaner – 800 psi	Half-Day	\$65.31
TE-18	Reciprocating saw, electric or pneumatic w/ blades	Half-Day	\$33.18
TE-19	Light tower w/generator	Half-Day	\$119.91
TE-20	Portable floodlight	Half-Day	\$29.93
TE-21	Chain Saw, gas or electric, all sizes	Half-Day	\$35.28
TE-22	Rotary percussion drill, electric or pneumatic, 1/2" to 3/4"	Half-Day	\$35.28
TE-23	All other powered hand tools	Half-Day	\$21.42

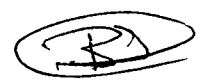

 5/25/17

May 12, 2017

**EXHIBIT B-1: PRICE SCHEDULE
CONTAMINATED SITE RESPONSE AND CLEANUP CONTRACT**

Contract Period: July 2017 - June 2021

<u>ITEM</u>	<u>CATEGORY</u>	<u>UNITS</u>	<u>Unit Rate for 7/1/17 - 6/30/18 (1)</u>
TE-24	Traffic Signs Package	Incident	\$107.10
TE-25	Heat Blanket	Day	\$26.78
TE-26	Glycol Heater	Day	\$682.50
TE-27	HEPA Vacuum, wet/dry	Half-Day	\$47.25
TE-28	Mercury Vacuum	Half-Day	\$78.75
Item #	Marine		
M-1	Row Boat (Emerg.Trailer/Van)	Day	\$75.00
M-2	Work Boat, up to 16 foot	Day	\$500.00
M-3	Work/Tow Boat, 17 to 26 foot	Day	\$770.00
M-4	Boom Boat, 23 to 35 foot	Day	\$1,200.00
M-5	Response/Tow Boat, >24 feet	Day	\$1,350.00
Item #	Disposal & Treatment		
DT-1a (5)	Bulk Liquid Disposal (gasoline/water), FP ≤ 140° F, < 1000 gal.	Gallon	\$1.86
DT-1b (5)	Bulk Liquid Disposal (gasoline/water), FP > 140° F	Gallon	\$0.82
DT-1c (6)	Bulk Liquid Disposal (gasoline/water), FP > 140° F for incineration	Gallon	\$2.60
DT-2 (5)	Bulk Liquid Disposal (fuel oil/water)	Gallon	\$0.52
DT-3	Bulk Liquid Disposal (Heavy Oil/water)	Gallon	\$0.71
DT-4	Mixed Liquid Disposal (gasoline/water)	Drum	\$266.18
DT-5	Gasoline-Contaminated Debris In Drums (Hazardous)	Drum	\$250.82
DT-6	Oil-Contaminated Debris In Drums (Non-Hazardous)	Drum	\$100.33
DT-7	Mixed Liquid Disposal (fuel oil/water)	Drum	\$131.04


 5/25/17

May 12, 2017

**EXHIBIT B-1: PRICE SCHEDULE
CONTAMINATED SITE RESPONSE AND CLEANUP CONTRACT**

Contract Period: July 2017 - June 2021

<u>ITEM</u>	<u>CATEGORY</u>	<u>UNITS</u>	<u>Unit Rate for 7/1/17 - 6/30/18 (1)</u>
DT-8	Oily Debris Disposal In Bags	Bag	\$31.74
DT-9	Bulk Oily Debris Disposal	Ton	Cost + 15%
DT-10	VPC Soil - Thermal Treatment or Landfill Disposal < 50 tons	Ton	Cost + 15%
DT-11	VPC Soil - Thermal Treatment or Landfill Disposal > 50 tons	Ton	Minimum 2 Quotes required
DT-12	VPC Soil (small quantities in drums) (3)	Drum	\$100.33
DT-13	Transport of VPC Soil	Ton	Cost + 15%
DT-14	Other Petroleum wastes	T-packs	Minimum 2 Quotes required
DT-15	Bulk Liquid Disposal (hazardous waste)	Gallon	Minimum 2 Quotes required
DT-16	Other Hazardous waste	T-packs	Minimum 2 Quotes required
Item #	Hazardous/Petroleum Storage Tank Removals		
TANK-1	Tank closure, materials disposal and site restoration	By Quote	Project-specific Quote Required
Item #	Meters - Detectors		
MD-1	Photoionization detector (PID)	Day	\$80
MD-2	Flameionization detector (FID)	Day	\$103.50
MD-3	Water level meter	Day	\$17.25
MD-4	Oil/Water Interface probe	Day	\$28.75
MD-5	Metal detector	Day	\$17.25
MD-6	Multi-Gas Meter (VOCs, LEL, O ₂)	Day	\$108.10
MD-7	Drager/Synsidyne (plus tubes)	Day	\$30 + tubes (Cost + 15%)

BS
5/25/17

May 12, 2017

**EXHIBIT B-1: PRICE SCHEDULE
CONTAMINATED SITE RESPONSE AND CLEANUP CONTRACT**

Contract Period: July 2017 - June 2021

<u>ITEM</u>	<u>CATEGORY</u>	<u>UNITS</u>	<u>Unit Rate for 7/1/17 - 6/30/18 (1)</u>
MD-8	Mercury Vapor Analyzer (Jerome Meter)	Day	\$125.00
MD-9	Unknown Hazardous Waste Field ID Kit	Day	\$172.50
MD-10	Unknown Compressed Gas Field ID Kit	Day	\$172.50
Item #	Sampling Equipment and Supplies		
S-1	Disposable bailers	Each	\$13.80
S-2	Encore™ sample container for use with sampling Method 5035	Each	\$9.20
S-3	Field Supplies	Day	\$28.75
S-4	Groundwater sampling filter	Each	\$23.00
S-5	Groundwater sampling pump	Day	\$46.00
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%	Cost + 15%
CS-2	Materials, supplies and rentals, not a listed item and no subcontract	Cost + 10%	Cost + 10%

NOTES:

- (1) Prices will be evaluated and adjusted annually on or about July 1st, in consideration of CPI and other indexes.
- (2) DES shall determine whether to pay the purchase price or the use/rental cost for an item used on any assignment.
- (3) Assumes that any large quantity of soil will be disposed as bulk wastes, 5 drums or less is considered small quantity since 5 drums cost \$490 versus a minimum load 10 tons at \$43.per ton plus administrative costs.
- (4) The Marine Laborer hourly rate will be applied to IR Service personnel that are used for boom deployment exercises, DES boat orientation, and joint-agency spill exercises.
- (5) Assumes mixtures are recycled and reused.
- (6) Assumes mixtures are incinerated including tanker rinse waters.
- (7) The listed rate is for reusable suits with decontamination and examination/testing by a safety professional. When extensive contamination is expected may consider using disposable suits and with compensation for additional cost.



 5/25/17

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, is found brokering a work assignment to another Contractor or to unqualified subcontractors. The Department shall limit the future assignment of work to Contractors that are found to be non-responsive and inefficient in their efforts to complete assignments that are under inspection by State officials.



5/25/17

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 **Robert Sherman, 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 of 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 Assistant Secretary of the above named Corporation and that **Robert Sherman** 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.

Name of Company: Clean Harbors Environmental Services, Inc.

Signature: _____

Title: _____

Date: _____

[Handwritten Signature]
Assistant Secretary
May 31, 2017

State of Massachusetts, County of Plymouth, in Norwell, MA, on the 31st day of May, 2017 before me personally appeared Michael R. McDonald, (Title) Assistant Secretary of Clean Harbors Environmental Services, Inc., to me known and known by me to be the person executing this document, and he acknowledged this document by him executed to be his free act and deed in said capacity and free act and deed of the corporation.

[Handwritten Signature]

Notary Public

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



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

Business ID: 110515



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 23rd day of May A.D. 2017.

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

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/24/2017

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

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

PRODUCER Willis of Massachusetts, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: PHONE (A/C, No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED Clean Harbors Environmental Services, Inc. and its affiliates 42 Longwater Drive Norwell, MA 02061	INSURER A: ACE American Insurance Company 22667	
	INSURER B: American Guarantee and Liability Insurance Company 26247	
	INSURER C: Indemnity Insurance Company of North America 43575	
	INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** W2306964 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD 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"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y N	HDOG27858478	11/01/2016	11/01/2017	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
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> MCS-90	Y N	ISAH09051107	11/01/2016	11/01/2017	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 <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	N N	AUC 4275262-12	11/01/2016	11/01/2017	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 No	WLRC49103554 (AOS)	11/01/2016	11/01/2017	<input checked="" type="checkbox"/> PER STATUTE <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
A	Work Comp & Emp Liab Per Statute	N N	WLRC49103530 (AZ, CA, MA)	11/01/2016	11/01/2017	EL Each Accident \$2,000,000 EL Disease - Each Emp \$2,000,000 EL Disease - Policy \$2,000,000

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

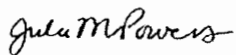
Scope of Work: All operations of the Named Insured.

State of New Hampshire DES 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.

SEE ATTACHED

CERTIFICATE HOLDER

CANCELLATION

State of New Hampshire DES 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 



ADDITIONAL REMARKS SCHEDULE

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

ADDITIONAL REMARKS

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

INSURER AFFORDING COVERAGE: ACE American Insurance Company NAIC#: 22667
 POLICY NUMBER: COO G27416603 002 EFF DATE: 11/01/2016 EXP DATE: 11/01/2017

ADDITIONAL INSURED: N
 SUBROGATION WAIVED: N

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Contractors Pollution Liability	Each Claim	\$10,000,000
	All Claims	\$10,000,000
	SIR	\$250,000

INSURER AFFORDING COVERAGE: ACE American Insurance Company NAIC#: 22667
 POLICY NUMBER: COO G27416603 002 EFF DATE: 11/01/2016 EXP DATE: 11/01/2017

ADDITIONAL INSURED: N
 SUBROGATION WAIVED: N

TYPE OF INSURANCE:	LIMIT DESCRIPTION:	LIMIT AMOUNT:
Professional Liability	Each Claim	\$10,000,000
	All Claims	\$10,000,000
	SIR	\$250,000

Attachment A

Summary Ranking of Firms Responding to Request for Qualifications

Firm	Total Score	Rank
ENPRO Services, Inc.	926	1
Clean Harbors Environmental Services, Inc.	829.5	2
CYN Environmental Services Inc.	761.5	3
Accuworx USA, Inc.	573.5	4
Strategic Environmental Services	421.5	5

(Bolded text indicates firms selected for this contract.)

Ranking Criteria of Firms Responding to Request for Qualifications

Criteria	Weight Factor	Weighted Scores				
		ENPRO	Clean Harbors	CYN	Accuworx	SES
Table 2: Responses & Narratives	35%	316	284.5	232.5	225.5	93.5
Table 3: Technical Personnel	25%	210	207	168	91	154
Table 4: Equipment & Mobilization	40%	400	338	361	257	174
Totals:	100%	926	829.5	761.5	573.5	421.5

NHDES Selection Committee

Committee Members	Class Title	Years Experience
Steven A. Croce, P.E.	Civil Engineer V	40+
H. Keith DuBois, P.G.	Assistant Director	30+
Margaret Bastien, P.E.	Civil Engineer VI	30+
Robert Bishop	Administrator III	25+

Attachment B

Funding Encumbrances for Initial Response Contractors

ACCUWORX USA, INC.

ORG	FY 2018	FY 2019	FY 2020	FY 2021	Total
1400	\$75,000	\$75,000	\$75,000	\$75,000	\$300,000
5392	\$11,875	\$11,875	\$11,875	\$11,875	\$47,500
8893	\$100,000	\$150,000	\$100,000	\$150,000	\$500,000
Totals:	\$186,875	\$236,875	\$186,875	\$236,875	\$847,500

CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.

ORG	FY 2018	FY 2019	FY 2020	FY 2021	Total
1400	\$75,000	\$75,000	\$75,000	\$75,000	\$300,000
5392	\$11,875	\$11,875	\$11,875	\$11,875	\$47,500
8893	\$100,000	\$100,000	\$100,000	\$200,000	\$500,000
Totals:	\$186,875	\$186,875	\$186,875	\$286,875	\$847,500

CYN ENVIRONMENTAL SERVICES INC.

ORG	FY 2018	FY 2019	FY 2020	FY 2021	Total
1400	\$75,000	\$75,000	\$75,000	\$75,000	\$300,000
5392	\$11,875	\$11,875	\$11,875	\$11,875	\$47,500
8893	\$100,000	\$100,000	\$100,000	\$200,000	\$500,000
Totals:	\$186,875	\$186,875	\$186,875	\$286,875	\$847,500

ENPRO SERVICES, INC.

ORG	FY 2018	FY 2019	FY 2020	FY 2021	Total
1400	\$75,000	\$75,000	\$75,000	\$75,000	\$300,000
5392	\$11,875	\$11,875	\$11,875	\$11,875	\$47,500
8893	\$100,000	\$150,000	\$100,000	\$150,000	\$500,000
Totals:	\$186,875	\$236,875	\$186,875	\$236,875	\$847,500

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

RECEIVED
MADES

MAY 30 2017

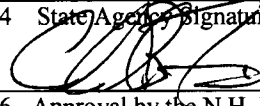
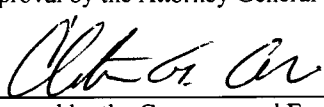
Oil Remediation &
Compliance Bureau

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Environmental Services		1.2 State Agency Address 29 Hazen Drive, P.O. Box 0095, Concord NH, 03301	
1.3 Contractor Name Cyn Environmental Services		1.4 Contractor Address 100 Tosca Drive, P.O. Box 0119, Stoughton MA, 02072	
1.5 Contractor Phone Number (603) 749-4969	1.6 Account Number 03-44-44-444010-1400, 5392, 8893-102	1.7 Completion Date June 30, 2021	1.8 Price Limitation \$847,500.00
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 Steven Tucci, President	
1.13 Acknowledgement: State of <u>Massachusetts</u> County of <u>Norfolk</u> On <u>May 23, 2017</u> , 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 [Seal] <u>Robin Marie Michelle Ibrahim</u>			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Robin Marie Michelle Ibrahim, Notary</u>			
1.14 State Agency Signature  Date: <u>6/2/17</u>		1.15 Name and Title of State Agency Signatory Clark B. Freise, Assistant 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) (if applicable) By: <u></u> On: <u>6/5/17</u>			
1.18 Approval by the Governor and Executive Council (if applicable) 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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("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. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. 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 notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and 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 \$1,000,000 per occurrence and \$2,000,000 aggregate ; and

14.1.2 special cause of loss coverage form 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 thirty (30) 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 provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) 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 unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

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 Accuworx USA, Inc., Clean Harbors Environmental Services, Inc., CYN Environmental Services, Inc., and ENPRO Services, Inc. Each Contractor shall furnish all necessary labor, materials, goods, equipment, services and facilities to perform comprehensive contaminated site cleanup, spill response, planned remediation, spill prevention and other services at various locations as requested by the State.

2. All work shall be performed in accordance with the Department of Environmental Services ("Department") document titled; FY 2018 – FY 2021 Contaminated Site Response & Cleanup Contract Performance Standards ("Performance Standards"), incorporated herein by reference. The work includes the following response, remediation and prevention categories:
 - 1) On-Premise-Use Heating Oil Spills
 - 2) Planned Remediation at Contaminated Sites
 - 3) Removal of Underground and Aboveground Storage Tanks
 - 4) Motor Vehicle Accidents
 - 5) Containment, Transportation and Disposal of Unknown Wastes
 - 6) Solid Waste and Hazardous Material Incidents
 - 7) Recovery of Submerged Petroleum Powered Vehicles or Petroleum Containers
 - 8) Response to Oil Spills in Swift Water Environments
 - 9) Clandestine Drug Labs
 - 10) Incident Command System Operations, Terrorist Incidents and Disaster Response

3. The State shall assign work to each Contractor in accordance with the protocol in the Performance Standards. The State makes no guarantee of a minimum or maximum amount of work assigned to each Contractor.

J.S.T.
5-23-17

EXHIBIT B

Contract Price and Payment Method

1. The total amount of all payments to each Contractor for this contract shall not exceed Eight Hundred Forty Seven Thousand, Five Hundred dollars (\$847,500). The breakdown of state funds is as follows:

CYN ENVIRONMENTAL SERVICES, INC.					
ORG.	FY 2018	FY 2019	FY 2020	FY 2021	TOTAL
1400	\$75,000	\$75,000	\$75,000	\$75,000	\$300,000
8893	\$100,000	\$100,000	\$100,000	\$200,000	\$500,000
5392	\$11,875	\$11,875	\$11,875	\$11,875	\$47,500
TOTALS:	\$186,875	\$186,875	\$186,875	\$286,875	\$847,500

2. Payment for each work assignment shall be based upon the items, not-to-exceed unit prices and not-to-exceed labor rates provided in the Exhibit B-1: Price Schedule, agreed-to by the State and the Contractors. For any special items not included in the Price Schedule, the Contractor shall be paid the 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. For the initial contract year, the Department shall establish the items, unit prices, labor rates, rates for handling costs, subcontractor administration, and insurance provided in the Price Schedule. For subsequent years, and at its discretion, the Department may add new items to the Price Schedule and adjust the unit prices and rates in consideration of market conditions and with Contractor input. However, the total value of each contract shall not be increased without Governor and Council approval.
5. The Contractor shall submit payment requests in accordance with the Performance Standards. The Department shall review invoices for completeness and compliance with the contract terms and shall return invoices found to be incomplete or inaccurate. Payment for completed work shall be contingent upon Department approval of invoices based on verification of conformance with the contract terms.

5-23-17
J.S.T

May 12, 2017

**EXHIBIT B-1: PRICE SCHEDULE
CONTAMINATED SITE RESPONSE AND CLEANUP CONTRACT**

Contract Period: July 2017 - June 2021

<u>ITEM</u>	<u>CATEGORY</u>	<u>UNITS</u>	<u>Unit Rate for 7/1/17 - 6/30/18 (1)</u>
Item #	Labor		
L-1	Site Supervisor	Hour	\$96.60
L-2	Foreman	Hour	\$65.36
L-3	Technician	Hour	\$52.50
L-4	Field Chemist	Hour	\$73.03
L-5	Marine Laborer (4)	Hour	\$53.81
L-6	Boat Operator	Hour	\$59.30
L-7	Equipment Operator	Hour	\$57.86
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)	Hour	1.5 X Labor Rate
L-12	Police Detail	Hour	Cost + 10%
Item #	Health and Safety		
HS-1	Level A PPE (7)	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	\$73.27

*JST
5-27-17*

May 12, 2017

**EXHIBIT B-1: PRICE SCHEDULE
CONTAMINATED SITE RESPONSE AND CLEANUP CONTRACT**

Contract Period: July 2017 - June 2021

<u>ITEM</u>	<u>CATEGORY</u>	<u>UNITS</u>	<u>Unit Rate for 7/1/17 - 6/30/18 (1)</u>
V-3	Work/Utility Truck (Non-Emergency)	Half-Day	\$133.26
Item #	Vehicles & Trailers		
VT-1	Fully equipped Emergency Response Trailer	Half-Day	\$141.83
VT-2	Fully equipped Emergency Response Van	Half-Day	\$149.93
VT-3	Rack Truck	Half-Day	\$142.09
VT-4	Transport Tankers, 3000 gallon minimum	Half-Day	\$181.01
VT-5	Dump Truck, diesel, 5-6 cyd	Half-Day	\$205.00
VT-6	Dump Truck ,diesel, 22-24 cydl	Half-Day	\$212.11
VT-7	Vacuum truck	Hour	\$73.27
VT-8	Vacuum truck - Stainless Steel	Hour	\$81.66
VT-9	Box Truck	Half-Day	\$181.01
VT-10	Lowboy trailer with tractor	Hour	\$119.77
VT-11	Roll-Off/Frac Tank Trailer or Truck	Hour	\$73.27
VT-12	Flat Bed Trailers	Half-Day	\$107.12
VT-13	Bobcat attachments	Half-Day	\$150.12
Item #	Excavating & Loading		
EL-1	Backhoe Loader, 4WD	Half-Day	\$298.04
EL-2	Mini-Excavator, 7500 lb, hydraulic	Half-Day	\$225.10
EL-3	Excavator - 25000 lb, hydraulic	Half-Day	\$383.00
EL-4	Excavator - 75000 lb, hydraulic	Half-Day	\$551.93
EL-5	Bobcat Loader- 700 lb, skidsteer	Half-Day	\$179.91
EL-6	Loader - 3 cy bucket, 4WD, diesel	Half-Day	\$383.00

*J.S.T.
5-23-17*

May 12, 2017

**EXHIBIT B-1: PRICE SCHEDULE
CONTAMINATED SITE RESPONSE AND CLEANUP CONTRACT**

Contract Period: July 2017 - June 2021

<u>ITEM</u>	<u>CATEGORY</u>	<u>UNITS</u>	<u>Unit Rate for 7/1/17 - 6/30/18 (1)</u>
EL-7	Vactor Truck	Hour	\$120.39
EL-8	Vactor Hose, 6 in. diameter	Foot	\$2.82
EL-9	Pump Truck	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	\$98.44
ACC-2	Containment boom, up to 18"	Foot	\$1.40
ACC-3	Containment boom, up to 37"	Foot	\$1.66
ACC-4	Sorbent pads, 15"x19"x3/16", 200 per bale	Bale	\$98.49
ACC-5	Sorbent boom 10'x8" diam., 4 per bale	Bale	\$196.98
ACC-6	Speedi-dry, 50lb. bag	Bag	\$7.48
ACC-7	Polyethylene bags, 38" x 60", 4 mill	Bag	\$1.07
ACC-8	Degreasers	Gallon	\$56.70
Item #	Containers		
C-1	Storage tank (1,000-2,500 gallon)	Half-Day	\$16.38
C-2	Storage tank (5,000-7,500 gallon)	Half-Day	\$16.38
C-3	Storage tank (Frac-20,000-gallon)	Half-Day	\$31.50
C-4	Roll-Off Container, 10 c.y.	Half-Day	\$9.64

5-23-17
J.S.T

May 12, 2017

**EXHIBIT B-1: PRICE SCHEDULE
CONTAMINATED SITE RESPONSE AND CLEANUP CONTRACT**

Contract Period: July 2017 - June 2021

<u>ITEM</u>	<u>CATEGORY</u>	<u>UNITS</u>	<u>Unit Rate for 7/1/17 - 6/30/18 (1)</u>
C-5	Roll-Off Container, 20 c.y.	Half-Day	\$12.86
C-6	Roll-Off Container, 30 c.y.	Half-Day	\$13.91
C-7	Roll-Off Liner, all sizes	Each	\$68.51
C-8	Drums, 55 gallon Type 17E, closed head	Each	\$42.00
C-9	Drums - 55 gallon 17H, open head	Each	\$42.00
C-10	Drums, 25M, poly, 55 gallon	Each	\$71.40
C-11	Drums, 17E, poly, 30 gallon	Each	\$61.95
C-12	Drums, 17H, poly, 30 gallon	Each	\$85.05
C-13	1 CuYd Box	Each	\$110.25
C-14	Pails, poly, 5 gallon (Lab Pack)	Each	\$9.82
C-15	Overpack drums, 1A2/X427/S, 85 gallon, steel	Each	\$163.80
C-16	Overpack drums, 1H2/X340/S, 85 gallon, poly	Each	\$178.50
Item #	Pumps		
P-1	Drum vacuum pump	Half-Day	\$41.74
P-2	Pump, pneumatic diaphragm, 1.5 in. to 3 in. discharge	Half-Day	\$52.45
P-3	Pump, electric centrifugal, 1.5 in. to 3 in. discharge	Half-Day	\$42.84
P-4	Pump, trash, 2 in. to 4 in. discharge	Half-Day	\$109.20
Item #	Tools & Equipment (2)		
TE-1	Transit or level, tripod, rod, and tape	Half-Day	\$43.89
TE-2	Blower/exhaust fan, explosion proof 5,000 CFM	Half-Day	\$35.28
TE-3	Blower/exhaust fan, explosion proof 5,000 CFM	Week	\$163.80

5-23-17
J.S.T

May 12, 2017

**EXHIBIT B-1: PRICE SCHEDULE
CONTAMINATED SITE RESPONSE AND CLEANUP CONTRACT**

Contract Period: July 2017 - June 2021

<u>ITEM</u>	<u>CATEGORY</u>	<u>UNITS</u>	<u>Unit Rate for 7/1/17 - 6/30/18 (1)</u>
TE-4	Blower/exhaust fan, explosion proof 1,570 CFM	Half-Day	\$17.14
TE-5	Blower/exhaust fan, explosion proof 1,570 CFM	Week	\$98.49
TE-6	Charcoal Scrubber Treatment	Week	Cost + 15%
TE-7	Compactor - walk behind 20 x 28" vibrating plate type	Half-Day	\$59.96
TE-8	Compactor - double drum type	Half-Day	\$119.91
TE-9	Air Compressor 125/175 psi	Half-Day	\$71.72
TE-10	Concrete Saw with blade	Day	\$246.28
TE-11	Concrete Saw Blade	Each	Cost + 10%
TE-12	Concrete corer - 6" to 8" diameter	Half-Day	\$87.78
TE-13	Generator, up to 5000 watt	Half-Day	\$69.56
TE-14	Jackhammer with bit and hose	Half-Day	\$47.04
TE-15	Skimmer - Duckbill, Slurp, Swiss	Half-Day	\$33.18
TE-16	Water Blaster - up to 3,000 psi	Half-Day	\$54.60
TE-17	Steam Cleaner - 800 psi	Half-Day	\$65.31
TE-18	Reciprocating saw, electric or pneumatic w/ blades	Half-Day	\$33.18
TE-19	Light tower w/generator	Half-Day	\$119.91
TE-20	Portable floodlight	Half-Day	\$29.93
TE-21	Chain Saw, gas or electric, all sizes	Half-Day	\$35.28
TE-22	Rotary percussion drill, electric or pneumatic, 1/2" to 3/4"	Half-Day	\$35.28
TE-23	All other powered hand tools	Half-Day	\$21.42

J.S.T
5-23-17

May 12, 2017

**EXHIBIT B-1: PRICE SCHEDULE
CONTAMINATED SITE RESPONSE AND CLEANUP CONTRACT**

Contract Period: July 2017 - June 2021

<u>ITEM</u>	<u>CATEGORY</u>	<u>UNITS</u>	<u>Unit Rate for 7/1/17 - 6/30/18 (1)</u>
TE-24	Traffic Signs Package	Incident	\$107.10
TE-25	Heat Blanket	Day	\$26.78
TE-26	Glycol Heater	Day	\$682.50
TE-27	HEPA Vacuum, wet/dry	Half-Day	\$47.25
TE-28	Mercury Vacuum	Half-Day	\$78.75
Item #	Marine		
M-1	Row Boat (Emerg.Trailer/Van)	Day	\$75.00
M-2	Work Boat, up to 16 foot	Day	\$500.00
M-3	Work/Tow Boat, 17 to 26 foot	Day	\$770.00
M-4	Boom Boat, 23 to 35 foot	Day	\$1,200.00
M-5	Response/Tow Boat, >24 feet	Day	\$1,350.00
Item #	Disposal & Treatment		
DT-1a (5)	Bulk Liquid Disposal (gasoline/water), FP ≤ 140° F, < 1000 gal.	Gallon	\$1.86
DT-1b (5)	Bulk Liquid Disposal (gasoline/water), FP > 140° F	Gallon	\$0.82
DT-1c (6)	Bulk Liquid Disposal (gasoline/water), FP > 140° F for incineration	Gallon	\$2.60
DT-2 (5)	Bulk Liquid Disposal (fuel oil/water)	Gallon	\$0.52
DT-3	Bulk Liquid Disposal (Heavy Oil/water)	Gallon	\$0.71
DT-4	Mixed Liquid Disposal (gasoline/water)	Drum	\$266.18
DT-5	Gasoline-Contaminated Debris In Drums (Hazardous)	Drum	\$250.82
DT-6	Oil-Contaminated Debris In Drums (Non-Hazardous)	Drum	\$100.33
DT-7	Mixed Liquid Disposal (fuel oil/water)	Drum	\$131.04

5-23-17
J.S.T.

May 12, 2017

**EXHIBIT B-1: PRICE SCHEDULE
CONTAMINATED SITE RESPONSE AND CLEANUP CONTRACT**

Contract Period: July 2017 - June 2021

<u>ITEM</u>	<u>CATEGORY</u>	<u>UNITS</u>	<u>Unit Rate for 7/1/17 - 6/30/18 (1)</u>
DT-8	Oily Debris Disposal In Bags	Bag	\$31.74
DT-9	Bulk Oily Debris Disposal	Ton	Cost + 15%
DT-10	VPC Soil - Thermal Treatment or Landfill Disposal < 50 tons	Ton	Cost + 15%
DT-11	VPC Soil - Thermal Treatment or Landfill Disposal > 50 tons	Ton	Minimum 2 Quotes required
DT-12	VPC Soil (small quantities in drums) (3)	Drum	\$100.33
DT-13	Transport of VPC Soil	Ton	Cost + 15%
DT-14	Other Petroleum wastes	T-packs	Minimum 2 Quotes required
DT-15	Bulk Liquid Disposal (hazardous waste)	Gallon	Minimum 2 Quotes required
DT-16	Other Hazardous waste	T-packs	Minimum 2 Quotes required
Item #	Hazardous/Petroleum Storage Tank Removals		
TANK-1	Tank closure, materials disposal and site restoration	By Quote	Project-specific Quote Required
Item #	Meters - Detectors		
MD-1	Photoionization detector (PID)	Day	\$80
MD-2	Flameionization detector (FID)	Day	\$103.50
MD-3	Water level meter	Day	\$17.25
MD-4	Oil/Water Interface probe	Day	\$28.75
MD-5	Metal detector	Day	\$17.25
MD-6	Multi-Gas Meter (VOCs, LEL, O ₂)	Day	\$108.10
MD-7	Drager/Synsidyne (plus tubes)	Day	\$30 + tubes (Cost + 15%)

*J.S.T
5-23-17*

May 12, 2017

**EXHIBIT B-1: PRICE SCHEDULE
CONTAMINATED SITE RESPONSE AND CLEANUP CONTRACT**

Contract Period: July 2017 - June 2021

<u>ITEM</u>	<u>CATEGORY</u>	<u>UNITS</u>	<u>Unit Rate for 7/1/17 - 6/30/18 (1)</u>
MD-8	Mercury Vapor Analyzer (Jerome Meter)	Day	\$125.00
MD-9	Unknown Hazardous Waste Field ID Kit	Day	\$172.50
MD-10	Unknown Compressed Gas Field ID Kit	Day	\$172.50
Item #	Sampling Equipment and Supplies		
S-1	Disposable bailers	Each	\$13.80
S-2	Encore™ sample container for use with sampling Method 5035	Each	\$9.20
S-3	Field Supplies	Day	\$28.75
S-4	Groundwater sampling filter	Each	\$23.00
S-5	Groundwater sampling pump	Day	\$46.00
Item #	Laboratory Analysis		
LA-1	Various methodologies as appropriate, including 24-hour turnaround if requested by DES	Each	DES-Approved Rate + 15%
Item #	Subcontract Markup, Fuel Cost Adjustment & Other Multipliers		
CS-1	Subcontract services per Section O, Specifications.	Cost + 15%	Cost + 15%
CS-2	Materials, supplies and rentals, not a listed item and no subcontract	Cost + 10%	Cost + 10%

NOTES:

- (1) Prices will be evaluated and adjusted annually on or about July 1st, in consideration of CPI and other indexes.
- (2) DES shall determine whether to pay the purchase price or the use/rental cost for an item used on any assignment.
- (3) Assumes that any large quantity of soil will be disposed as bulk wastes, 5 drums or less is considered small quantity since 5 drums cost \$490 versus a minimum load 10 tons at \$43.per ton plus administrative costs.
- (4) The Marine Laborer hourly rate will be applied to IR Service personnel that are used for boom deployment exercises, DES boat orientation, and joint-agency spill exercises.
- (5) Assumes mixtures are recycled and reused.
- (6) Assumes mixtures are incinerated including tanker rinse waters.
- (7) The listed rate is for reusable suits with decontamination and examination/testing by a safety professional. When extensive contamination is expected may consider using disposable suits and with compensation for additional cost.

*S-23-17
J.S.T.*

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, is found brokering a work assignment to another Contractor or to unqualified subcontractors. The Department shall limit the future assignment of work to Contractors that are found to be non-responsive and inefficient in their efforts to complete assignments that are under inspection by State officials.

J.S.T.
5-23-12

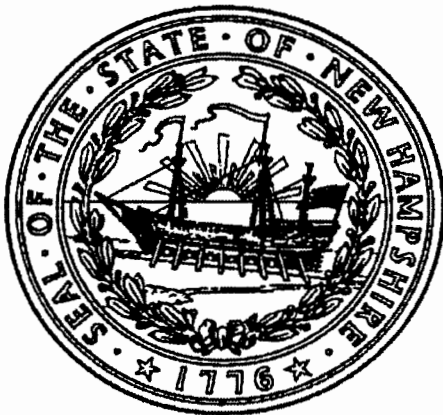
State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CYN OIL CORPORATION is a Massachusetts Profit Corporation registered to transact business in New Hampshire on April 05, 1993. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **182970**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 31st day of May A.D. 2017.

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

William M. Gardner
Secretary of State

Business Information

Business Details

Business Name:	CYN ENVIRONMENTAL SERVICES	Business ID:	348897
Business Type:	Trade Name	Business Status:	Active
Expiration Date:	5/22/2020	Last Renewal Date:	Not Available
Business Creation Date:	05/22/2000	Name in State of Formation:	Not Available
Date of Formation in Jurisdiction:	05/22/2000		
Principal Office Address:	100 TOSCA DRIVE, STOUGHTON, MA, 02072, USA	Mailing Address:	NONE
Business Email:	NONE	Phone #:	781-886-1254
Notification Email:	NONE	Fiscal Year End Date:	NONE

Principal Purpose

S.No	NAICS Code	NAICS Subcode
1	OTHER / ENVIRONMENTAL SERVICES	

Page 1 of 1, records 1 to 1 of 1

Trade Name Information

Business Name	Business ID	Business Status
---------------	-------------	-----------------

Trade Name Owned By

Name	Title	Address
CYN OIL CORPORATION (/online/BusinessInquire/TradeNameInformation? businessID=57377)	Business	Good Standing



CYN
ENVIRONMENTAL
SERVICES

CERTIFICATE OF AUTHORITY

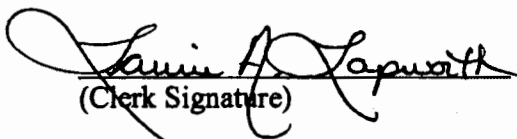
At a meeting of Cyn Oil Corporation Board of Directors held on August 24, 2004 at which a quorum was present, it was voted that the following individuals of this company, be and are hereby authorized to execute contracts and bonds in the name of and on behalf of said company, and to affix its corporate 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.


(Clerk Signature)

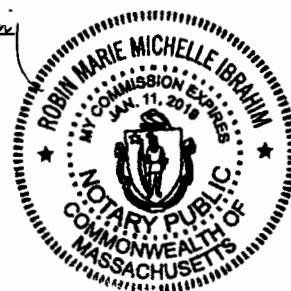
May 10, 2017
(Date)

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 Ibrahim
(Attested by Notary Public)

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



Client#: 108172

CYNOI

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/26/2017

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: PUIA - Eagle Insurance Group, 10 Commerce Way, Suite 3, Raynham, MA 02767. CONTACT NAME: Megan MacBey, PHONE: 508 692-6904, FAX: 866 676-9319, E-MAIL: megan.macbey@peoples.com. INSURER(S) AFFORDING COVERAGE: INSURER A: One Beacon Insurance (NAIC # 21970), INSURER B: HDI-Global Insurance Co (NAIC # 41343).

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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSR, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, Workers Compensation and Employers' Liability, and Contractors Pollution & Profession Liab.

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

CERTIFICATE HOLDER: NHDES, 29 Hazen Drive, Concord, NH 03301. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: Peoples United Insurance Agency.

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Attachment A

Summary Ranking of Firms Responding to Request for Qualifications

Firm	Total Score	Rank
ENPRO Services, Inc.	926	1
Clean Harbors Environmental Services, Inc.	829.5	2
CYN Environmental Services Inc.	761.5	3
Accuworx USA, Inc.	573.5	4
Strategic Environmental Services	421.5	5

(Bolded text indicates firms selected for this contract.)

Ranking Criteria of Firms Responding to Request for Qualifications

Criteria	Weight Factor	Weighted Scores				
		ENPRO	Clean Harbors	CYN	Accuworx	SES
Table 2: Responses & Narratives	35%	316	284.5	232.5	225.5	93.5
Table 3: Technical Personnel	25%	210	207	168	91	154
Table 4: Equipment & Mobilization	40%	400	338	361	257	174
Totals:	100%	926	829.5	761.5	573.5	421.5

NHDES Selection Committee

Committee Members	Class Title	Years Experience
Steven A. Croce, P.E.	Civil Engineer V	40+
H. Keith DuBois, P.G.	Assistant Director	30+
Margaret Bastien, P.E.	Civil Engineer VI	30+
Robert Bishop	Administrator III	25+

Attachment B

Funding Encumbrances for Initial Response Contractors

ACCUWORX USA, INC.

ORG	FY 2018	FY 2019	FY 2020	FY 2021	Total
1400	\$75,000	\$75,000	\$75,000	\$75,000	\$300,000
5392	\$11,875	\$11,875	\$11,875	\$11,875	\$47,500
8893	\$100,000	\$150,000	\$100,000	\$150,000	\$500,000
Totals:	\$186,875	\$236,875	\$186,875	\$236,875	\$847,500

CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.

ORG	FY 2018	FY 2019	FY 2020	FY 2021	Total
1400	\$75,000	\$75,000	\$75,000	\$75,000	\$300,000
5392	\$11,875	\$11,875	\$11,875	\$11,875	\$47,500
8893	\$100,000	\$100,000	\$100,000	\$200,000	\$500,000
Totals:	\$186,875	\$186,875	\$186,875	\$286,875	\$847,500

CYN ENVIRONMENTAL SERVICES INC.

ORG	FY 2018	FY 2019	FY 2020	FY 2021	Total
1400	\$75,000	\$75,000	\$75,000	\$75,000	\$300,000
5392	\$11,875	\$11,875	\$11,875	\$11,875	\$47,500
8893	\$100,000	\$100,000	\$100,000	\$200,000	\$500,000
Totals:	\$186,875	\$186,875	\$186,875	\$286,875	\$847,500

ENPRO SERVICES, INC.

ORG	FY 2018	FY 2019	FY 2020	FY 2021	Total
1400	\$75,000	\$75,000	\$75,000	\$75,000	\$300,000
5392	\$11,875	\$11,875	\$11,875	\$11,875	\$47,500
8893	\$100,000	\$150,000	\$100,000	\$150,000	\$500,000
Totals:	\$186,875	\$236,875	\$186,875	\$236,875	\$847,500

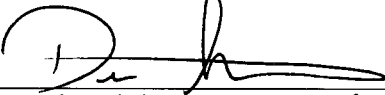
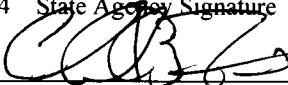
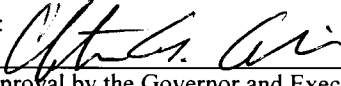
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Environmental Services		1.2 State Agency Address 29 Hazen Drive, P.O. Box 0095, Concord NH, 03301	
1.3 Contractor Name ENPRO Services, Inc. (an NRC-owned company)		1.4 Contractor Address 19 National Drive, Franklin, MA 02038	
1.5 Contractor Phone Number (800) 966-1102	1.6 Account Number 03-44-44-444010-1400, 5392, 8893-102	1.7 Completion Date June 30, 2021	1.8 Price Limitation \$847,500.00
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 Dean Soultanian, Director of Proposal Development and Director of Remediation	
1.13 Acknowledgement: State of <u>MA</u> , County of <u>Norfolk</u> On <u>May 24, 2017</u> , 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 [Seal]		ANGELA M. COE Notary Public COMMONWEALTH OF MASSACHUSETTS My Commission Expires September 18, 2020	
1.13.2 Name and Title of Notary or Justice of the Peace <u>Angela M. Coe Proposal & Contract Manager (Notary Public)</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Clark B. Freise, Assistant 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) (if applicable) By:  On: <u>6/5/17</u>			
1.18 Approval by the Governor and Executive Council (if applicable) 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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("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. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. 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 notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and 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 \$1,000,000 per occurrence and \$2,000,000 aggregate ; and

14.1.2 special cause of loss coverage form 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 thirty (30) 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 provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) 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 unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

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.

Contractor Initials DS
Date 5/24/17

EXHIBIT A

Scope of Work

1. The State has contracted separately with Accuworx USA, Inc., Clean Harbors Environmental Services, Inc., CYN Environmental Services, Inc., and ENPRO Services, Inc. Each Contractor shall furnish all necessary labor, materials, goods, equipment, services and facilities to perform comprehensive contaminated site cleanup, spill response, planned remediation, spill prevention and other services at various locations as requested by the State.

2. All work shall be performed in accordance with the Department of Environmental Services ("Department") document titled; FY 2018 – FY 2021 Contaminated Site Response & Cleanup Contract Performance Standards ("Performance Standards"), incorporated herein by reference. The work includes the following response, remediation and prevention categories:
 - 1) On-Premise-Use Heating Oil Spills
 - 2) Planned Remediation at Contaminated Sites
 - 3) Removal of Underground and Aboveground Storage Tanks
 - 4) Motor Vehicle Accidents
 - 5) Containment, Transportation and Disposal of Unknown Wastes
 - 6) Solid Waste and Hazardous Material Incidents
 - 7) Recovery of Submerged Petroleum Powered Vehicles or Petroleum Containers
 - 8) Response to Oil Spills in Swift Water Environments
 - 9) Clandestine Drug Labs
 - 10) Incident Command System Operations, Terrorist Incidents and Disaster Response

3. The State shall assign work to each Contractor in accordance with the protocol in the Performance Standards. The State makes no guarantee of a minimum or maximum amount of work assigned to each Contractor.

DS.
5/24/17

EXHIBIT B

Contract Price and Payment Method

1. The total amount of all payments to each Contractor for this contract shall not exceed Eight Hundred Forty Seven Thousand, Five Hundred dollars (\$847,500). The breakdown of state funds is as follows:

ENPRO SERVICES, INC.					
ORG.	FY 2018	FY 2019	FY 2020	FY 2021	TOTAL
1400	\$75,000	\$75,000	\$75,000	\$75,000	\$300,000
8893	\$100,000	\$150,000	\$100,000	\$150,000	\$500,000
5392	\$11,875	\$11,875	\$11,875	\$11,875	\$47,500
TOTALS:	\$186,875	\$236,875	\$186,875	\$236,875	\$847,500

2. Payment for each work assignment shall be based upon the items, not-to-exceed unit prices and not-to-exceed labor rates provided in the Exhibit B-1: Price Schedule, agreed-to by the State and the Contractors. For any special items not included in the Price Schedule, the Contractor shall be paid the 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. For the initial contract year, the Department shall establish the items, unit prices, labor rates, rates for handling costs, subcontractor administration, and insurance provided in the Price Schedule. For subsequent years, and at its discretion, the Department may add new items to the Price Schedule and adjust the unit prices and rates in consideration of market conditions and with Contractor input. However, the total value of each contract shall not be increased without Governor and Council approval.
5. The Contractor shall submit payment requests in accordance with the Performance Standards. The Department shall review invoices for completeness and compliance with the contract terms and shall return invoices found to be incomplete or inaccurate. Payment for completed work shall be contingent upon Department approval of invoices based on verification of conformance with the contract terms.

Ds,
5/24/17

May 12, 2017

**EXHIBIT B-1: PRICE SCHEDULE
CONTAMINATED SITE RESPONSE AND CLEANUP CONTRACT**

Contract Period: July 2017 - June 2021

<u>ITEM</u>	<u>CATEGORY</u>	<u>UNITS</u>	<u>Unit Rate for 7/1/17 - 6/30/18 (1)</u>
Item #	Labor		
L-1	Site Supervisor	Hour	\$96.60
L-2	Foreman	Hour	\$65.36
L-3	Technician	Hour	\$52.50
L-4	Field Chemist	Hour	\$73.03
L-5	Marine Laborer (4)	Hour	\$53.81
L-6	Boat Operator	Hour	\$59.30
L-7	Equipment Operator	Hour	\$57.86
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)	Hour	1.5 X Labor Rate
L-12	Police Detail	Hour	Cost + 10%
Item #	Health and Safety		
HS-1	Level A PPE (7)	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	\$73.27

DS.
5/24/17

May 12, 2017

**EXHIBIT B-1: PRICE SCHEDULE
CONTAMINATED SITE RESPONSE AND CLEANUP CONTRACT**

Contract Period: July 2017 - June 2021

<u>ITEM</u>	<u>CATEGORY</u>	<u>UNITS</u>	<u>Unit Rate for 7/1/17 - 6/30/18 (1)</u>
V-3	Work/Utility Truck (Non-Emergency)	Half-Day	\$133.26
Item #	Vehicles & Trailers		
VT-1	Fully equipped Emergency Response Trailer	Half-Day	\$141.83
VT-2	Fully equipped Emergency Response Van	Half-Day	\$149.93
VT-3	Rack Truck	Half-Day	\$142.09
VT-4	Transport Tankers, 3000 gallon minimum	Half-Day	\$181.01
VT-5	Dump Truck, diesel, 5-6 cyd	Half-Day	\$205.00
VT-6	Dump Truck, diesel, 22-24 cydl	Half-Day	\$212.11
VT-7	Vacuum truck	Hour	\$73.27
VT-8	Vacuum truck - Stainless Steel	Hour	\$81.66
VT-9	Box Truck	Half-Day	\$181.01
VT-10	Lowboy trailer with tractor	Hour	\$119.77
VT-11	Roll-Off/Frac Tank Trailer or Truck	Hour	\$73.27
VT-12	Flat Bed Trailers	Half-Day	\$107.12
VT-13	Bobcat attachments	Half-Day	\$150.12
Item #	Excavating & Loading		
EL-1	Backhoe Loader, 4WD	Half-Day	\$298.04
EL-2	Mini-Excavator, 7500 lb, hydraulic	Half-Day	\$225.10
EL-3	Excavator - 25000 lb, hydraulic	Half-Day	\$383.00
EL-4	Excavator - 75000 lb, hydraulic	Half-Day	\$551.93
EL-5	Bobcat Loader- 700 lb, skidsteer	Half-Day	\$179.91
EL-6	Loader - 3 cy bucket, 4WD, diesel	Half-Day	\$383.00

DS.
5/24/17

May 12, 2017

**EXHIBIT B-1: PRICE SCHEDULE
CONTAMINATED SITE RESPONSE AND CLEANUP CONTRACT**

Contract Period: July 2017 - June 2021

<u>ITEM</u>	<u>CATEGORY</u>	<u>UNITS</u>	<u>Unit Rate for 7/1/17 - 6/30/18 (1)</u>
EL-7	Vactor Truck	Hour	\$120.39
EL-8	Vactor Hose, 6 in. diameter	Foot	\$2.82
EL-9	Pump Truck	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	\$98.44
ACC-2	Containment boom, up to 18"	Foot	\$1.40
ACC-3	Containment boom, up to 37"	Foot	\$1.66
ACC-4	Sorbent pads, 15"x19"x3/16", 200 per bale	Bale	\$98.49
ACC-5	Sorbent boom 10'x8" diam., 4 per bale	Bale	\$196.98
ACC-6	Speedi-dry, 50lb. bag	Bag	\$7.48
ACC-7	Polyethylene bags, 38" x 60", 4 mill	Bag	\$1.07
ACC-8	Degreasers	Gallon	\$56.70
Item #	Containers		
C-1	Storage tank (1,000-2,500 gallon)	Half-Day	\$16.38
C-2	Storage tank (5,000-7,500 gallon)	Half-Day	\$16.38
C-3	Storage tank (Frac-20,000-gallon)	Half-Day	\$31.50
C-4	Roll-Off Container, 10 c.y.	Half-Day	\$9.64

DS.
5/24/17

May 12, 2017

**EXHIBIT B-1: PRICE SCHEDULE
CONTAMINATED SITE RESPONSE AND CLEANUP CONTRACT**

Contract Period: July 2017 - June 2021

<u>ITEM</u>	<u>CATEGORY</u>	<u>UNITS</u>	<u>Unit Rate for 7/1/17 - 6/30/18 (1)</u>
C-5	Roll-Off Container, 20 c.y.	Half-Day	\$12.86
C-6	Roll-Off Container, 30 c.y.	Half-Day	\$13.91
C-7	Roll-Off Liner, all sizes	Each	\$68.51
C-8	Drums, 55 gallon Type 17E, closed head	Each	\$42.00
C-9	Drums - 55 gallon 17H, open head	Each	\$42.00
C-10	Drums, 25M, poly, 55 gallon	Each	\$71.40
C-11	Drums, 17E, poly, 30 gallon	Each	\$61.95
C-12	Drums, 17H, poly, 30 gallon	Each	\$85.05
C-13	1 CuYd Box	Each	\$110.25
C-14	Pails, poly, 5 gallon (Lab Pack)	Each	\$9.82
C-15	Overpack drums, 1A2/X427/S, 85 gallon, steel	Each	\$163.80
C-16	Overpack drums, 1H2/X340/S, 85 gallon, poly	Each	\$178.50
Item #	Pumps		
P-1	Drum vacuum pump	Half-Day	\$41.74
P-2	Pump, pneumatic diaphragm, 1.5 in. to 3 in. discharge	Half-Day	\$52.45
P-3	Pump, electric centrifugal, 1.5 in. to 3 in. discharge	Half-Day	\$42.84
P-4	Pump, trash, 2 in. to 4 in. discharge	Half-Day	\$109.20
Item #	Tools & Equipment (2)		
TE-1	Transit or level, tripod, rod, and tape	Half-Day	\$43.89
TE-2	Blower/exhaust fan, explosion proof 5,000 CFM	Half-Day	\$35.28
TE-3	Blower/exhaust fan, explosion proof 5,000 CFM	Week	\$163.80

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5/24/17

May 12, 2017

**EXHIBIT B-1: PRICE SCHEDULE
CONTAMINATED SITE RESPONSE AND CLEANUP CONTRACT**

Contract Period: July 2017 - June 2021

<u>ITEM</u>	<u>CATEGORY</u>	<u>UNITS</u>	<u>Unit Rate for 7/1/17 - 6/30/18 (1)</u>
TE-4	Blower/exhaust fan, explosion proof 1,570 CFM	Half-Day	\$17.14
TE-5	Blower/exhaust fan, explosion proof 1,570 CFM	Week	\$98.49
TE-6	Charcoal Scrubber Treatment	Week	Cost + 15%
TE-7	Compactor - walk behind 20 x 28" vibrating plate type	Half-Day	\$59.96
TE-8	Compactor - double drum type	Half-Day	\$119.91
TE-9	Air Compressor 125/175 psi	Half-Day	\$71.72
TE-10	Concrete Saw with blade	Day	\$246.28
TE-11	Concrete Saw Blade	Each	Cost + 10%
TE-12	Concrete corer - 6" to 8" diameter	Half-Day	\$87.78
TE-13	Generator, up to 5000 watt	Half-Day	\$69.56
TE-14	Jackhammer with bit and hose	Half-Day	\$47.04
TE-15	Skimmer - Duckbill, Slurp, Swiss	Half-Day	\$33.18
TE-16	Water Blaster - up to 3,000 psi	Half-Day	\$54.60
TE-17	Steam Cleaner - 800 psi	Half-Day	\$65.31
TE-18	Reciprocating saw, electric or pneumatic w/ blades	Half-Day	\$33.18
TE-19	Light tower w/generator	Half-Day	\$119.91
TE-20	Portable floodlight	Half-Day	\$29.93
TE-21	Chain Saw, gas or electric, all sizes	Half-Day	\$35.28
TE-22	Rotary percussion drill, electric or pneumatic, 1/2" to 3/4"	Half-Day	\$35.28
TE-23	All other powered hand tools	Half-Day	\$21.42

*D.S.
sluhn*

May 12, 2017

**EXHIBIT B-1: PRICE SCHEDULE
CONTAMINATED SITE RESPONSE AND CLEANUP CONTRACT**

Contract Period: July 2017 - June 2021

<u>ITEM</u>	<u>CATEGORY</u>	<u>UNITS</u>	<u>Unit Rate for 7/1/17 - 6/30/18 (1)</u>
TE-24	Traffic Signs Package	Incident	\$107.10
TE-25	Heat Blanket	Day	\$26.78
TE-26	Glycol Heater	Day	\$682.50
TE-27	HEPA Vacuum, wet/dry	Half-Day	\$47.25
TE-28	Mercury Vacuum	Half-Day	\$78.75
Item #	Marine		
M-1	Row Boat (Emerg.Trailer/Van)	Day	\$75.00
M-2	Work Boat, up to 16 foot	Day	\$500.00
M-3	Work/Tow Boat, 17 to 26 foot	Day	\$770.00
M-4	Boom Boat, 23 to 35 foot	Day	\$1,200.00
M-5	Response/Tow Boat, >24 feet	Day	\$1,350.00
Item #	Disposal & Treatment		
DT-1a (5)	Bulk Liquid Disposal (gasoline/water), FP ≤ 140° F, < 1000 gal.	Gallon	\$1.86
DT-1b (5)	Bulk Liquid Disposal (gasoline/water), FP > 140° F	Gallon	\$0.82
DT-1c (6)	Bulk Liquid Disposal (gasoline/water), FP > 140° F for incineration	Gallon	\$2.60
DT-2 (5)	Bulk Liquid Disposal (fuel oil/water)	Gallon	\$0.52
DT-3	Bulk Liquid Disposal (Heavy Oil/water)	Gallon	\$0.71
DT-4	Mixed Liquid Disposal (gasoline/water)	Drum	\$266.18
DT-5	Gasoline-Contaminated Debris In Drums (Hazardous)	Drum	\$250.82
DT-6	Oil-Contaminated Debris In Drums (Non-Hazardous)	Drum	\$100.33
DT-7	Mixed Liquid Disposal (fuel oil/water)	Drum	\$131.04

DS.
5/24/17

May 12, 2017

**EXHIBIT B-1: PRICE SCHEDULE
CONTAMINATED SITE RESPONSE AND CLEANUP CONTRACT**

Contract Period: July 2017 - June 2021

<u>ITEM</u>	<u>CATEGORY</u>	<u>UNITS</u>	<u>Unit Rate for 7/1/17 - 6/30/18 (1)</u>
DT-8	Oily Debris Disposal In Bags	Bag	\$31.74
DT-9	Bulk Oily Debris Disposal	Ton	Cost + 15%
DT-10	VPC Soil - Thermal Treatment or Landfill Disposal < 50 tons	Ton	Cost + 15%
DT-11	VPC Soil - Thermal Treatment or Landfill Disposal > 50 tons	Ton	Minimum 2 Quotes required
DT-12	VPC Soil (small quantities in drums) (3)	Drum	\$100.33
DT-13	Transport of VPC Soil	Ton	Cost + 15%
DT-14	Other Petroleum wastes	T-packs	Minimum 2 Quotes required
DT-15	Bulk Liquid Disposal (hazardous waste)	Gallon	Minimum 2 Quotes required
DT-16	Other Hazardous waste	T-packs	Minimum 2 Quotes required
Item #	Hazardous/Petroleum Storage Tank Removals		
TANK-1	Tank closure, materials disposal and site restoration	By Quote	Project-specific Quote Required
Item #	Meters - Detectors		
MD-1	Photoionization detector (PID)	Day	\$80
MD-2	Flameionization detector (FID)	Day	\$103.50
MD-3	Water level meter	Day	\$17.25
MD-4	Oil/Water Interface probe	Day	\$28.75
MD-5	Metal detector	Day	\$17.25
MD-6	Multi-Gas Meter (VOCs, LEL, O2)	Day	\$108.10
MD-7	Drager/Synsidyne (plus tubes)	Day	\$30 + tubes (Cost + 15%)

DS.
5/24/17

May 12, 2017

**EXHIBIT B-1: PRICE SCHEDULE
CONTAMINATED SITE RESPONSE AND CLEANUP CONTRACT**

Contract Period: July 2017 - June 2021

<u>ITEM</u>	<u>CATEGORY</u>	<u>UNITS</u>	<u>Unit Rate for 7/1/17 - 6/30/18 (1)</u>
MD-8	Mercury Vapor Analyzer (Jerome Meter)	Day	\$125.00
MD-9	Unknown Hazardous Waste Field ID Kit	Day	\$172.50
MD-10	Unknown Compressed Gas Field ID Kit	Day	\$172.50
Item #	Sampling Equipment and Supplies		
S-1	Disposable bailers	Each	\$13.80
S-2	Encore™ sample container for use with sampling Method 5035	Each	\$9.20
S-3	Field Supplies	Day	\$28.75
S-4	Groundwater sampling filter	Each	\$23.00
S-5	Groundwater sampling pump	Day	\$46.00
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%	Cost + 15%
CS-2	Materials, supplies and rentals, not a listed item and no subcontract	Cost + 10%	Cost + 10%

NOTES:

- (1) Prices will be evaluated and adjusted annually on or about July 1st, in consideration of CPI and other indexes.
- (2) DES shall determine whether to pay the purchase price or the use/rental cost for an item used on any assignment.
- (3) Assumes that any large quantity of soil will be disposed as bulk wastes, 5 drums or less is considered small quantity since 5 drums cost \$490 versus a minimum load 10 tons at \$43.per ton plus administrative costs.
- (4) The Marine Laborer hourly rate will be applied to IR Service personnel that are used for boom deployment exercises, DES boat orientation, and joint-agency spill exercises.
- (5) Assumes mixtures are recycled and reused.
- (6) Assumes mixtures are incinerated including tanker rinse waters.
- (7) The listed rate is for reusable suits with decontamination and examination/testing by a safety professional. When extensive contamination is expected may consider using disposable suits and with compensation for additional cost.

Ds.
5/24/17

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, is found brokering a work assignment to another Contractor or to unqualified subcontractors. The Department shall limit the future assignment of work to Contractors that are found to be non-responsive and inefficient in their efforts to complete assignments that are under inspection by State officials.

DS.
5/24/17

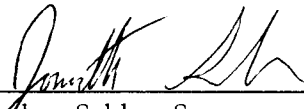
ENPRO Services, Inc.

Corporate Certified Resolution

I, Jonathan B. Selden, Secretary of ENPRO Services, Inc., a corporation organized and existing under the laws of the Commonwealth of Massachusetts (the "Company"), do hereby that the following is a true and correct copy of a resolution adopted at a meeting of the Board of Directors of the Company duly held and convened on June 1, 2016, at which meeting a duly constituted quorum of the Board of Directors was present and acting throughout, and that such resolution has not been modified, rescinded or revoked, and is at present in full force and effect:


RESOLVED: That Dean Soultanian, Director of Remediation & Proposal Development of ENPRO Services, Inc. is empowered and authorized, on behalf of the Company, to execute and deliver contracts and amendments thereto, and all documents required associated with such contracts and amendments.

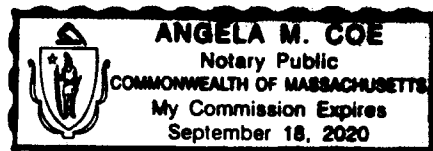
IN WITNESS WHEREOF, the undersigned has affixed his signature and the corporate seal of the company this May 11, 2017.



Jonathan Selden, Secretary

(Corporate Seal)


Notary Public
Expires 9/18/2020



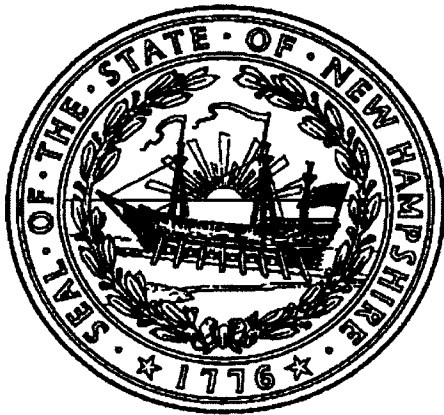
State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that ENPRO SERVICES, INC. is a Massachusetts Profit Corporation registered to transact business in New Hampshire on April 30, 2001. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 375058



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 11th day of May A.D. 2017.

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

William M. Gardner
Secretary of State

AMC
5/12/17



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/16/2017

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

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

PRODUCER
Willis of New York, Inc.
 c/o 26 Century Blvd
 P.O. Box 305191
 Nashville, TN 37230-5191

CONTACT NAME: Willis Towers Watson Certificate Center
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 : Zurich American Insurance Company **16535**
INSURER B :
INSURER C :
INSURER D :
INSURER E :
INSURER F :

INSURED
ENPRO Services, Inc.
 114 Bridge Road
 Salisbury, MA 01952

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A X	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		GPL0122451-00	03/16/2017	03/16/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY		BAP0122462-00	03/16/2017	03/16/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR CLAIMS-MADE		SXS0122454-00	03/16/2017	03/16/2018	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N N/A If yes, describe under DESCRIPTION OF OPERATIONS below		WC0122459-00	03/16/2017	03/16/2018	X PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Contractor's Poll.		GPL0122451-00	03/16/2017	03/16/2018	See Attached

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The Excess Policy is following form and in excess of all the above liability coverage.

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

ADDITIONAL COVERAGE SCHEDULE

COVERAGE	LIMITS
<p>POLICY TYPE: Contractors Pollution Liability CARRIER: Zurich American Insurance Company POLICY TERM: 3/16/2017 – 3/16/2018 POLICY NUMBER: GPL0122451-00</p>	<p>\$1,000,000 Each occurrence \$2,000,000 Aggregate</p>
<p>POLICY TYPE: Professional Liability CARRIER: Zurich American Insurance Company POLICY TERM: 3/16/2017 – 3/16/2018 POLICY NUMBER: GPL0122451-00</p>	<p>\$1,000,000 Each Claim \$2,000,000 Aggregate</p>

Attachment A

Summary Ranking of Firms Responding to Request for Qualifications

Firm	Total Score	Rank
ENPRO Services, Inc.	926	1
Clean Harbors Environmental Services, Inc.	829.5	2
CYN Environmental Services Inc.	761.5	3
Accuworx USA, Inc.	573.5	4
Strategic Environmental Services	421.5	5

(Bolded text indicates firms selected for this contract.)

Ranking Criteria of Firms Responding to Request for Qualifications

Criteria	Weight Factor	Weighted Scores				
		ENPRO	Clean Harbors	CYN	Accuworx	SES
Table 2: Responses & Narratives	35%	316	284.5	232.5	225.5	93.5
Table 3: Technical Personnel	25%	210	207	168	91	154
Table 4: Equipment & Mobilization	40%	400	338	361	257	174
Totals:	100%	926	829.5	761.5	573.5	421.5

NHDES Selection Committee

Committee Members	Class Title	Years Experience
Steven A. Croce, P.E.	Civil Engineer V	40+
H. Keith DuBois, P.G.	Assistant Director	30+
Margaret Bastien, P.E.	Civil Engineer VI	30+
Robert Bishop	Administrator III	25+

Attachment B

Funding Encumbrances for Initial Response Contractors

ACCUWORX USA, INC.

ORG	FY 2018	FY 2019	FY 2020	FY 2021	Total
1400	\$75,000	\$75,000	\$75,000	\$75,000	\$300,000
5392	\$11,875	\$11,875	\$11,875	\$11,875	\$47,500
8893	\$100,000	\$150,000	\$100,000	\$150,000	\$500,000
Totals:	\$186,875	\$236,875	\$186,875	\$236,875	\$847,500

CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.

ORG	FY 2018	FY 2019	FY 2020	FY 2021	Total
1400	\$75,000	\$75,000	\$75,000	\$75,000	\$300,000
5392	\$11,875	\$11,875	\$11,875	\$11,875	\$47,500
8893	\$100,000	\$100,000	\$100,000	\$200,000	\$500,000
Totals:	\$186,875	\$186,875	\$186,875	\$286,875	\$847,500

CYN ENVIRONMENTAL SERVICES INC.

ORG	FY 2018	FY 2019	FY 2020	FY 2021	Total
1400	\$75,000	\$75,000	\$75,000	\$75,000	\$300,000
5392	\$11,875	\$11,875	\$11,875	\$11,875	\$47,500
8893	\$100,000	\$100,000	\$100,000	\$200,000	\$500,000
Totals:	\$186,875	\$186,875	\$186,875	\$286,875	\$847,500

ENPRO SERVICES, INC.

ORG	FY 2018	FY 2019	FY 2020	FY 2021	Total
1400	\$75,000	\$75,000	\$75,000	\$75,000	\$300,000
5392	\$11,875	\$11,875	\$11,875	\$11,875	\$47,500
8893	\$100,000	\$150,000	\$100,000	\$150,000	\$500,000
Totals:	\$186,875	\$236,875	\$186,875	\$236,875	\$847,500