

STATE OF NEW HAMPSHIRE
BUREAU OF PURCHASE AND PROPERTY
STATE HOUSE ANNEX - ROOM 102
25 CAPITOL ST
CONCORD NH 03301-6398

DATE: 10/17/2018

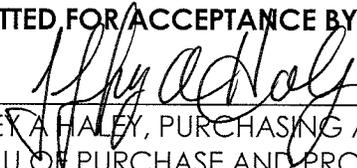
CONTRACT #: 8002412

NIGP CODE: 968-7100

CONTRACT FOR: Solid Waste Removal

CONTRACTOR: Casella Waste Management of Massachusetts, Inc VENDOR CODE #: 177531

SUBMITTED FOR ACCEPTANCE BY:



JEFFREY A. HALEY, PURCHASING AGENT
BUREAU OF PURCHASE AND PROPERTY

DATE 10/18/18

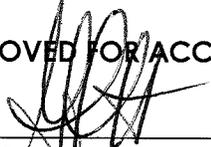
RECOMMENDED FOR ACCEPTANCE BY:



PAUL RHODES, ADMINISTRATOR III
BUREAU OF PURCHASE AND PROPERTY

DATE 10/18/18

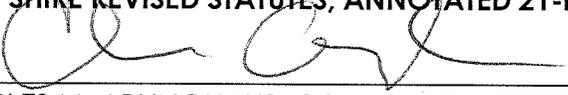
APPROVED FOR ACCEPTANCE BY:



GARY LUNETTA, DIRECTOR
DIVISION OF PROCUREMENT & SUPPORT SERVICES

DATE 10/18/18

ACCEPTED FOR THE STATE OF NEW HAMPSHIRE UNDER THE AUTHORITY GRANTED TO ME BY NEW HAMPSHIRE REVISED STATUTES, ANNOTATED 21-I:14, XII.



CHARLES M. ARLINGHAUS, COMMISSIONER
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 10/18/18

Subject: _____

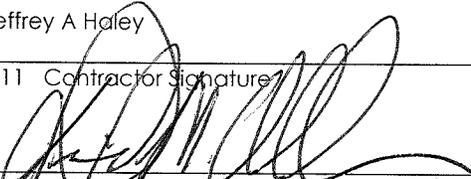
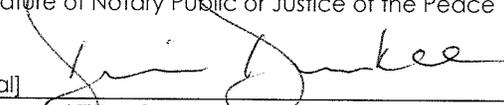
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

| | | | |
|---|-------------------------------|---|--------------------------------------|
| 1.1 State Agency Name Department of Administrative Services | | 1.2 State Agency Address 25 Capitol Street, Concord, NH 03301 | |
| 1.3 Contractor Name Casella Waste Management of Massachusetts, Inc VC#177531 | | 1.4 Contractor Address 53 Pelham Rd, Salem, NH 03079 | |
| 1.5 Contractor Phone Number 978-817-3361 | 1.6 Account Number Various | 1.7 Completion Date October 31, 2021 | 1.8 Price Limitation \$400,000.00 |
| 1.9 Contracting Officer for State Agency Jeffrey A Haley | | 1.10 State Agency Telephone Number 603-271-2202 | |
| 1.11 Contractor Signature  | | 1.12 Name and Title of Contractor Signatory David M. Allen, Jr. Mgr | |
| 1.13 Acknowledgement: State of <u>NH</u> , County of <u>Sullivan</u> On <u>October 10th</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]  | | DENISE DURKEE - NOTARY PUBLIC MY COMMISSION EXPIRES JAN 15, 2019 NEW HAMPSHIRE | |
| 1.13.2 Name and Title of Notary or Justice of the Peace Denise Durkee - Notary Public | | | |
| 1.14 State Agency Signature  | | 1.15 Name and Title of State Agency Signatory Charles M. Arlinghaus, 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: _____ | | | |
| 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.

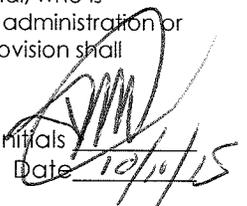
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

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.

Handwritten signature and date: 10/10/15

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:

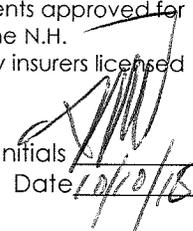
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

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.

Contractor Initials

Date

The signature is a stylized, cursive scribble. The date is handwritten as 10/2/15.

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.

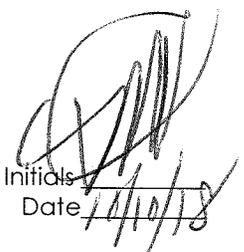
22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

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

Date

Handwritten signature and date. The signature is a stylized scribble. The date is written as 10/10/18.

**EXHIBIT A
SCOPE OF SERVICES**

1. INTRODUCTION

Casella Waste Management of Massachusetts, Inc (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with Solid Waste Removal Services in accordance with the bid/proposal submission in response to State Request for Bid 2105-19 and as described herein.

2. CONTRACT DOCUMENTS

This Contract consists of the following documents ("Contract Documents") in order of precedence:

- a. State of New Hampshire Terms and Conditions, General Provisions Form P-37
- b. EXHIBIT A Scope of Services
- c. EXHIBIT B Payment Terms
- d. EXHIBIT C Special Provisions
- e. EXHIBIT D RFB 2105-19

3. TERM OF CONTRACT

This contract shall commence on November 1, 2018 or the date approved by the Commissioner of Administrative Services, whichever is later, and terminates on October 31, 2021, a period of approximately three (3) years.

4. SCOPE OF WORK

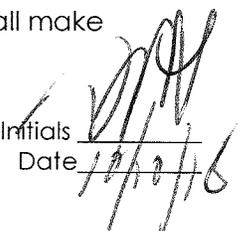
PERFORMING SERVICES:

The Contractor shall perform all services according to the requirements and specifications of this bid.

- The Contractor(s) shall furnish solid waste dumpsters, as listed in Attachment A. And roll off dumpsters as listed in Attachment B, all supplies necessary to complete the service, as well as be responsible for the collection, transportation, and legal disposal of the solid waste at an approved site.
- The term "solid waste collection and removal services" shall include providing containers, pick-up, transportation and disposal of solid waste. The Contractor(s) shall make their own arrangements to dispose of the solid waste.
- Each facility/agency shall determine the pickup location(s), container size, type, and frequency of pick up; will call or scheduled day(s).
- All dumpsters must have closed tops.
- Bear-proof dumpsters may be required at some locations.
- Locks may be required and must be provided at NO EXTRA COST. Agencies shall make arrangements with the Contractor(s) for sites requiring locks.

Contractor Initials _____

Date _____

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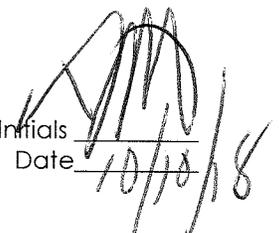
- Locks that lost or broken due to negligent actions by State Agencies will be the agencies responsibility to replace.
- The Contractor(s) shall be responsible for the maintenance and repair of the containers at no additional cost to the State.
- The State reserves the right to request dumpsters that are deemed in disrepair, unsafe, or unsightly to be swapped out at no charge to the State.
- The Contractor(s) shall at all times be responsible for the safe, careful, and efficient operation of their equipment and shall comply with all safety regulations applicable to this operation.
- Equipment operators shall be experienced and capable and shall be licensed by the State to operate motor vehicles.
- Additional containers can be added or upgraded to the contract in the future as agreeable between the parties.
- The State reserves the right to change the size of the container, or the frequency of pick-up, for any of the locations throughout the term.
- Additional, on-call pick-up service shall be provided at the rates and prices for normal services as specified in offer section.
- A maximum fee of \$50.00 may be charged to State Agencies that request a contracted dumpster size be swapped for a different size. This fee will not be charged for initial can placement for awarded locations.
- Some State of New Hampshire locations own their own compactors that would require only hauling and disposal; some would require receiver box rental, hauling, and disposal. Agency contact will specify when requesting service.
- Response time for Will Call locations shall be within 72 hours once service call is requested.

Definitions:

- "Will Call" containers shall be placed on requested site and picked up within 72 hours of service call.
- "As Needed" refers to containers that shall be placed on site once requested by the utilizing location and emptied within 72 hours of service call. The containers shall not be left permanently on site unless requested and agreed upon by the agency and Contractor.
- Bi-weekly or every other week scheduled pick-ups shall be performed twenty-six (26) total pick-ups per year.
- Twice/month scheduled pick-ups shall be performed twenty-four (24) times per year.
- Monthly schedule pick-ups shall be performed twelve (12) times per year.
- Weekly schedule pick-ups shall be performed fifty-two (52) times per year.

Contractor Initials _____

Date _____

Handwritten signature and date: 10/10/18

- Quarterly schedule pick-ups shall be performed four (4) times per year.
- Twice/week schedule pick-ups shall be performed one-hundred four (104) times per year.
- Four/week schedule pick-ups shall be performed two-hundred eight (208) times per year.
- Every other month schedule pick-ups shall be performed six (6) times per year.

All services performed under this Contract(s) shall be performed between the hours of 7:30 A.M. and 4:00 P.M. unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas. No premium charges will be paid for any off-hour work.

The Contractor shall not commence work until a conference is held with each agency, at which representatives of the Contractor and the State are present. The conference will be arranged by the requesting agency (State).

The State shall require correction of defective work or damages to any part of a building or its appurtenances when caused by the Contractor's employees, equipment or supplies. The Contractor shall replace in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure of the Contractor to proceed promptly with the necessary corrections, the State may withhold any amount necessary to correct all defective work or damages from payments to the Contractor.

The work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The Contracting Officer may require the Contractor to dismiss from the work such employees as deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.

The Contractor or their personnel shall not represent themselves as employees or agents of the State.

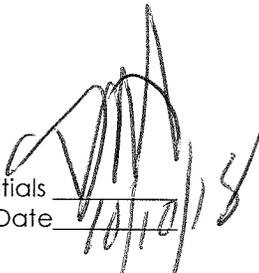
While on State property, employees shall be subject to the control of the State, but under no circumstances shall such persons be deemed to be employees of the State.

All personnel shall observe all regulations or special restrictions in effect at the State Agency.

The Contractor's personnel shall be allowed only in areas where services are being performed. The use of State telephones is prohibited.

If **sub-contractors** are to be utilized, Contractor shall provide information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references for clients they are currently servicing. Approval by the State must be received prior to a sub-contractor starting any work.

5. TERMINATION

Contractor Initials 
 Date 10/10/18

The State of New Hampshire has the right to terminate the contract at any time by giving the Contractor thirty (30) days advance written notice.

6. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR

The Contractor shall provide all services strictly pursuant to, and in conformity with, the specifications described in State RFB #2105-19, as described herein, and under the terms of this Contract.

The Contractor shall agree to hold the State of NH harmless from liability arising out of injuries or damage caused while performing this work. The Contractor shall agree that any damage to building(s), materials, equipment or other property during the performance of the service shall be repaired at its own expense, to the State's satisfaction.

7. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

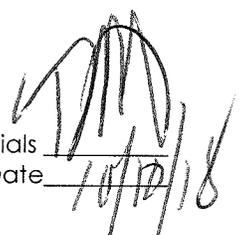
The Contractor certifies, by signature of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

8. INSURANCE

Certificate of insurance amounts must be met and maintained throughout the term of the contract and any extensions as per the P-37, section 14 and cannot be cancelled or modified until the State receives a 10 day prior written notice.

9. CONFIDENTIALITY & CRIMINAL RECORD

If requested by the using agency, the Contractor and its employees, and Sub-Contractors (if any), shall be required to sign and submit a Confidential Nature of Department Records Form and a Criminal Authorization Records Form. These forms shall be submitted to the individual using agency prior to the start of any work.

Contractor Initials 
Date 10/12/18

**EXHIBIT B
PAYMENT TERMS**

1. CONTRACT PRICE

The Contractor hereby agrees to provide Solid Waste Removal services in complete compliance with the terms and conditions specified in Exhibit A for an amount up to and not to exceed a price of \$400,000.00; this figure shall not be considered a guaranteed or minimum figure; however it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37 Block 1.8.

2. PRICING STRUCTURE

| DUMPSTERS PLACED AND TIPPED | | | | | | |
|---------------------------------------|--|-------------------|-----------------------------------|--|---|-------------------------|
| Location | Address | Town | Dumpster size (Cubic Yard) | Pick Up Schedule | Additional items | Price/Pick up \$ |
| <i>Example</i> | <i>000 State Street</i> | <i>Anytown NH</i> | <i>6</i> | <i>Will Call</i> | <i>Bear Proof</i> | <i>\$10.00</i> |
| Patrol Shed 506 | 249 Pinewood Road | Allenstown | 10 | Will Call | | \$64.00 |
| Patrol Shed 509 | 376 Old Candia Road | Candia | 10 | Will Call | | \$64.00 |
| Canterbury Rest Area - Parol Shed 541 | I-93 NB, north of Exit 18 | Canterbury | 10 | will call | | \$64.00 |
| Patrol Shed 525 | 123 West Road | Canterbury | 10 | Will Call | | \$64.00 |
| Patrol Shed 513 | 825 Raymond Road | Chester | 10 | Will Call | | \$64.00 |
| Patrol Shed 503 | 16 Deermeadow Road | Chichester | 10 | Will Call | | \$64.00 |
| Durham District Office | 271 Main Street aka Rte 155A, Old Concord Road | Durham | 8 | Will Call | | \$58.00 |
| Ellacoya State Park | Rt. 11 | Gilford | 8 | 4th of July w/e | "bear proof" | \$58.00 |
| Ellacoya State Park | Rt. 11 | Gilford | 10 | weekly July-Sept, twice/month Sept-Oct, On call May-Jun | estimated 18 pu/year (10cy), must be "bear proof" | \$58.00 |

Contractor Initials _____
Date 10/10/18

| | | | | | | |
|---------------------------|--|---------------|----|-----------|--|---------|
| Kingston State Park | 124 Main Street | Kingston | 10 | Will Call | Estimated at 15 pu/year | \$64.00 |
| Patrol Shed 611M | 65 Mill Rd south of Rte 111 | Kingston | 8 | Will Call | | \$58.00 |
| State Police Firing Range | Rte 132 | New Hampton | 10 | Will Call | Seasonal | \$71.00 |
| Patrol Shed 609 | 39 Newmarket Rd Rte 108, 1/4 mi. north of Rte 85 | Newfields | 8 | Will Call | | \$58.00 |
| Patrol Shed 604 | Rte 4, 1 mi. east of jct. Rte 107N | Northwood | 8 | Will Call | | \$58.00 |
| North Hampton Beach | Rte 1A / 27 Ocean Blvd | North Hampton | 10 | Will Call | as needed | \$64.00 |
| Liquor Store #19 Plymouth | 22 Ridge View Drive | Plymouth | 6 | Bi-Weekly | | \$48.00 |
| Plymouth Armory | 19 Armory Rd | Plymouth | 6 | monthly | | \$48.00 |
| Plymouth Circuit Court | 26 Green Street | Plymouth | 8 | monthly | | \$58.00 |
| Jenesse Beach State Park | Rte 1A / 2280 Ocean Blvd | Rye | 10 | Will Call | as needed | \$64.00 |
| Rye Harbor State Park | Rte 1A / 1730 Ocean Blvd | Rye | 10 | will call | as needed | \$64.00 |
| Wentworth State Park | Rt 109, 297 Governor Wentworth Hwy | Wolfeboro | 10 | Will Call | estimated at 8 pu/year, must be "bear proof" | \$64.00 |

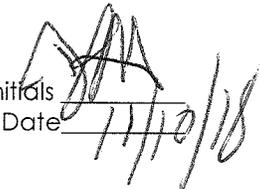
| ADDITIONAL SIZES | | | | |
|---------------------------------------|--|------------------|---|------------------|
| Location | Dumpster one size larger than specified (Cubic Yard) | Price/Pick up \$ | Dumpster one size smaller than specified (Cubic Yard) | Price/Pick up \$ |
| Example | 8 | \$12.00 | 4 | \$8.00 |
| Patrol Shed 506 | | | 8 | \$58.00 |
| Patrol Shed 509 | | | 8 | \$58.00 |
| Canterbury Rest Area - Parol Shed 541 | | | 8 | \$58.00 |
| Patrol Shed 525 | | | 8 | \$58.00 |
| Patrol Shed 513 | | | | |

Contractor Initials 
Date 10/10/18

| | | | | |
|---------------------------|----|----------|---|----------|
| Patrol Shed 503 | | | | |
| Durham District Office | 10 | \$ 64.00 | 6 | \$ 48.00 |
| Ellacoya State Park | 10 | \$ 64.00 | 6 | \$ 48.00 |
| Ellacoya State Park | | | 8 | \$ 58.00 |
| Kingston State Park | | | 8 | \$ 58.00 |
| Patrol Shed 611M | 10 | \$ 64.00 | 6 | \$ 48.00 |
| State Police Firing Range | | | 8 | \$ 58.00 |
| Patrol Shed 609 | 10 | \$ 64.00 | 6 | \$ 48.00 |
| Patrol Shed 604 | 10 | \$ 64.00 | 6 | \$ 48.00 |
| Liquor Store #19 Plymouth | 8 | \$ 58.00 | 4 | \$ 42.00 |
| Plymouth Armory | 8 | \$ 58.00 | 4 | \$ 42.00 |
| Plymouth Circuit Court | 10 | \$ 64.00 | 6 | \$ 48.00 |
| Jenesse Beach State Park | | | 8 | \$ 58.00 |
| Rye Harbor State Park | | | 8 | \$ 58.00 |
| Wentworth State Park | | | 8 | \$ 58.00 |

ATTACHMENT B- ROLL OFF DUMPSTERS

| Location | Address | Town | Dumpster size (Cubic Yard) | Pick Up Schedule | Additional items | Price/Pick up \$ |
|-----------------|-------------------|------------|----------------------------|------------------|----------------------------|------------------------|
| Patrol Shed 506 | 249 Pinewood Road | Allenstown | 30 | Will Call | 30 yard roll-off as needed | \$188/haul \$92/ton |

Contractor Initials 
Date 7/10/18

| | | | | | | |
|--|---|-------------------|----|--------------|-------------------------------------|--------------------------------|
| DD & M Maintenance Shop | 157 Deerfield Road | Allenstown | 20 | Will Call | 20 roll off estimated at 12 pu/year | \$188/haul \$92/ton |
| Patrol Shed 314 | Jct Rte 106/Brown Hill Road | Belmont | 30 | will call | 30 yard roll-off as needed | \$188/haul \$92/ton |
| Dept of Safety - Fire Academy | 98 Smokey Bear Blvd (aka 222 Sheep Davis Rd.) | Concord | 15 | Will Call | Demolition debris from drill yard | \$194/Haul \$92/ton |
| Structural Shop | 65 South Fruit St | Concord | 20 | will call | 20cy estimated at 8 pu/year | \$194/Haul \$92/ton |
| Hampton Beach RV Park | Rte 1A / 8 State Park Rd | Hampton | 30 | July 4th w/e | RV Park | \$315/Haul \$92/ton |
| DHHS- Division for Juvenile Justice Services | 1056 North River Road | Manchester | 40 | monthly | lease compactor | \$194/Haul \$92/ton |
| Patrol Shed 313 | Rte 140, 2.3 mi. west of Rte 106 | Tilton | 30 | will call | 30 yard roll-off as needed | \$185/Haul \$92/ton |

3. INVOICE

Itemized invoices shall be submitted to the individual agency after the completion of the job/services and shall include a brief description of the work done along with the location of work.

Contractor shall be paid within 30 days after receipt of properly documented invoice and acceptance of the work to the State's satisfaction.

The invoice shall be sent to the address of the using agency under agreement.

4. Payment method (P-Card or ACH). Payments shall be made via ACH or Procurement Card (P-card = Visa Credit Card) Unless otherwise specified by the state of New Hampshire. Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury/state-vendors/index.htm>

EXHIBIT C SPECIAL PROVISIONS

Contractor Initials _____
Date _____

[Handwritten Signature]
10/10/18

There are no special provisions of this contract.

EXHIBIT D

Page 13 of 14

Contractor Initials 
Date 10/20/14

CERTIFICATE OF AUTHORITY
(Corporations Only)

At a duly authorized meeting of the Board of Directors of Casella Waste Management of Massachusetts, Inc., it was voted that David Allen, General Manager, or Archie St. Hilaire, Sales Manager, are authorized to execute all bid and contract documents related to the State of New Hampshire's RFB #2105-19 for Solid Waste Removal, in the name of and on behalf of Casella Waste Management of Massachusetts, Inc., on behalf of this Company, and such execution of any application obligation in this Company's name and on its behalf; said obligation to be valid and binding upon this Company.

A True Copy Attested,

Company Name: Casella Waste Management of Massachusetts, Inc.
Address: 15 Hardscrabble Road
Auburn, MA 01501
Name & Title of Signatory: John W. Casella, President and Clerk
Date: October 10, 2018

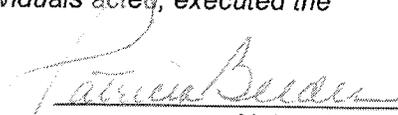
I hereby certified that I am President and Clerk of Casella Waste Management of Massachusetts, Inc.; that the above vote has not been amended or rescinded and remains in full force and effect as of the date of this contract.

Signature: 

STATE OF VERMONT)
COUNTY OF RUTLAND)

On the 10th day of October, 2018 before me, the undersigned a notary public in and for said state, personally appeared _____, known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacities, and that by their signatures on the instrument, the individuals, or the person upon behalf of which the individuals acted, executed the instrument.

PATRICIA BELDEN
Notary Public, State of Vermont
My Commission Expires Feb. 10, 2019



Notary Public

State of New Hampshire

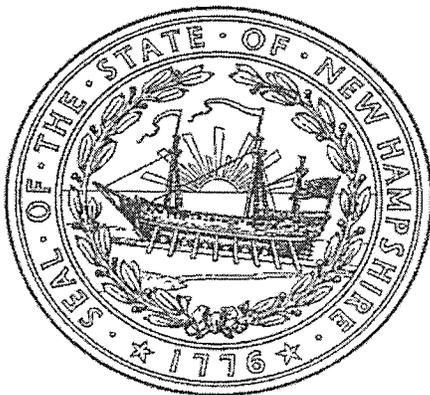
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CASELLA WASTE MANAGEMENT OF MASSACHUSETTS, INC. is a Massachusetts Profit Corporation registered to transact business in New Hampshire on March 22, 2007. 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: **574600**

Certificate Number: **0004195832**



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 10th day of October A.D. 2018.

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

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/11/2018

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 Noyle W Johnson Insurance 119 River Street P.O. Box 279 Montpelier VT 05601-0279 | | CONTACT NAME: Amanda Mercier PHONE (A/C, No, Ext): (802) 223-8072 E-MAIL ADDRESS: amercier@nwjinsurance.com FAX (A/C, No): (802) 223-7515 | |
| INSURED Casella Waste Management of Massachusetts, Inc. 53 Pelham Road Salem NH 03079 | | INSURER(S) AFFORDING COVERAGE INSURER A: Lexington Insurance Co. NAIC # 19437 INSURER B: Old Republic Insurance Co. 24147 INSURER C: INSURER D: INSURER E: INSURER F: | |

COVERAGES

CERTIFICATE NUMBER: Salem 2018#2

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.

| INSTR | TYPE OF INSURANCE | ADDL SUBR | | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|--|--|--|-----|---------------|-------------------------|-------------------------|---|--------------------------------|
| | | INSD | WVD | | | | | |
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | 082695204 | 04/30/2018 | 04/30/2019 | EACH OCCURRENCE | \$ 3,000,000 |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | \$ 1,000,000 |
| | | | | | | | MED EXP (Any one person) | \$ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | \$ 3,000,000 |
| | | | | | | | GENERAL AGGREGATE | \$ 4,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | \$ 3,000,000 |
| GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: | | | | | | | | |
| B | AUTOMOBILE LIABILITY | | | MWTB 311995 | 01/01/2018 | 01/01/2019 | COMBINED SINGLE LIMIT (Ea accident) | \$ 3,000,000 |
| | <input checked="" type="checkbox"/> ANY AUTO | | | | | | BODILY INJURY (Per person) | \$ |
| | <input type="checkbox"/> OWNED AUTOS ONLY | <input type="checkbox"/> SCHEDULED AUTOS | | | | | BODILY INJURY (Per accident) | \$ |
| | <input checked="" type="checkbox"/> HIRED AUTOS ONLY | <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | | | PROPERTY DAMAGE (Per accident) | \$ |
| | <input checked="" type="checkbox"/> MCS-90 | | | | | | | \$ |
| | UMBRELLA LIAB | | | | | | EACH OCCURRENCE | \$ |
| | EXCESS LIAB | | | | | | AGGREGATE | \$ |
| | DED | RETENTION \$ | | | | | | \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | MWC 311994 00 | 01/01/2018 | 01/01/2019 | <input checked="" type="checkbox"/> PER STATUTE | <input type="checkbox"/> OTHER |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | Y/N | N/A | | | | E.L. EACH ACCIDENT | \$ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | \$ 1,000,000 |

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

CERTIFICATE HOLDER**CANCELLATION**

| | |
|--|--|
| State of New Hampshire Administrative Services Bureau of Purchase 25 Capitol Street, Room 102 Concord NH 03301 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  |
|--|--|

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