

LOW



The State of New Hampshire  
**Department of Environmental Services**

Robert R. Scott, Commissioner

167



June 12, 2023

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

**REQUESTED ACTION**

Authorize the Department of Environmental Services (NHDES) to enter into a **Sole Source** contract with Revive Environmental Technology, LLC (Revive), Columbus, OH (Vendor Code #449643-B001), in the amount of \$668,258 to collect, transport, and dispose of Class B Aqueous Firefighting Foam (AFFF) from various municipal fire stations, effective upon Governor and Council (G&C) approval through June 30, 2024. 61% Hazardous Waste Cleanup Funds and 39% Emerging Contaminants Funds.

Funding is available in the following accounts:

	<u>FY 2023</u>
03-44-44-444010-5392-102-500731	\$407,804
Dept. Environmental Services, Hazardous Waste Cleanup Fund, Contracts for Program Services	
03-44-44-444010-8873-102-500731	\$260,454
Dept. Environmental Services, Emerging Contaminants, Contracts for Program Services	

**EXPLANATION**

NHDES is requesting a **Sole Source** contract with Revive for the following reasons:

- During the 2019 legislative session, the NH Legislature adopted Senate Bill 257 relative to perfluoroalkyl and polyfluoroalkyl substances (also known as PFAS) in AFFF. The bill amended RSA 154:8, effective September 3, 2019, to require NHDES to survey municipalities throughout the state on the quantitative stock of legacy AFFF containing PFAS and to implement a program to collect, consolidate, and dispose of the material by July 1, 2023. In June 2022, NHDES completed the required survey and determined that New Hampshire fire departments currently possess more than 10,000 gallons of legacy AFFF. Those fire departments are currently storing these materials and await assistance from NHDES for the proper collection, transportation, and disposal of these toxic materials.

- As it sought to identify a contractor for this legislatively-mandated program, NHDES prioritized the selection of a treatment and disposal technology that would effectively destroy the PFAS chemicals, so as to minimize any potential long-term liability to the State and to our local fire departments. Revive, the first and only contractor in the North American market using supercritical water oxidation (SCWO) technology as a permanent destruction option for disposal of AFFF containing PFAS, was the only contractor identified that met this criterion. The only other contractors identified that could accept these materials proposed to stabilize and landfill them. NHDES determined that stabilization and landfilling would not meet its contaminant destruction goal, since the PFAS chemicals would not be destroyed and would remain in the landfill indefinitely.
- Contracting with Revive will ensure that this material is properly disposed of and will minimize potential future risk of PFAS impact to public health and the environment.

This contract was approved by the NH Department of Justice as to form, substance, and execution. In the event that Other Funds are no longer available, General Funds will not be requested to support this contract.

We respectfully request your approval of this item.



Robert R. Scott, Commissioner

Attachments

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

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Environmental Services		1.2 State Agency Address PO Box 95 29 Hazen Drive Concord, NH 03302-0095	
1.3 Contractor Name Revive Environmental Technology, LLC		1.4 Contractor Address 505 King Avenue Columbus, OH 43201	
1.5 Contractor Phone Number 833-363-7327	1.6 Account Unit and Class - various -	1.7 Completion Date 6/30/2024	1.8 Price Limitation \$668,258.00
1.9 Contracting Officer for State Agency Josh Whipple		1.10 State Agency Telephone Number 603-271-7377	
1.11 Contractor Signature  Date: 6/12/23		1.12 Name and Title of Contractor Signatory David Trueba, Chief Executive Officer	
1.13 State Agency Signature  Date: 6/13/23		1.14 Name and Title of State Agency Signatory Robert R. Scott, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)  By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)  By:  On: 6/13/23 Christopher G. Aspin, Senior Asst. Attorney General			
1.17 Approval by the Governor and Executive Council (if applicable)  G&C Item number: _____ G&C Meeting Date: _____			

**2. SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

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

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance

hereof, and shall be the only and the complete compensation to the Contractor for the Services.

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

5.4 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

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

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

## 8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

## 9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

## 10. PROPERTY OWNERSHIP/DISCLOSURE.

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

10.2 All data and any Property which has been received from the State, or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

## 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. **INDEMNIFICATION.** The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

**14. INSURANCE.**

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

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

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

**19. CHOICE OF LAW AND FORUM.**

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

**20. CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

**21. THIRD PARTIES.** This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

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

**23. SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

**24. FURTHER ASSURANCES.** The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

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

**26. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

**EXHIBIT A**  
**SPECIAL PROVISIONS**

- A. The State reserves the right to terminate this contract should the Contractor fail to meet the required work elements outline in Exhibit B or if the Contractor is found brokering the work to another Contractor or unqualified subcontractors.
- B. Under Provision 10. **Property Ownership/Disclosure** add the following text:

10.4 All rights, title and interest in and to the Contractor Background Intellectual Property (IP) (including without limitation, the Contractor Technology and Contractor Product) and Improvements will remain and shall be the sole and exclusive property of Contractor.

"Contractor Background IP" means all Intellectual Property that is (i) owned, controlled, or licensed by Contractor as of the Effective Date, or (ii) conceived, developed or acquired by Contractor outside the scope of this Agreement. Contractor Background IP includes Contractor Technology.

"Contractor Product" means any and all mobile PFAS Annihilator™ units provided by Contractor pursuant to this SOW and Agreement.

"Contractor Technology" means Contractor's PFAS Annihilator™ and GAC Renew™ technologies, and other Intellectual Property first conceived, made or generated by Contractor in the performance, and within the scope of, this Agreement.

Contractor Initials: DT  
Date: 6/13/23

**EXHIBIT B**  
**SCOPE OF SERVICES**

- A. Project Title:** Class B Aqueous Firefighting Foam Takeback Program
- B. Project Period:** This Agreement shall become effective on the date of approval by the Governor and Executive Council of the State of New Hampshire and shall continue until June 30, 2024, unless extended in accordance with the terms of the Agreement.
- C. Objectives:** Pursuant to NH RSA 154:8-b, the objective of this project is for Revive Environmental Technology, LLC and/or its approved subcontractors (Contractor) to collect Class B Aqueous Firefighting Foam (AFFF) that has been determined by NHDES to contain PFAS from program participants throughout the State of New Hampshire for transport and proper disposal using supercritical water oxidation (SCWO) technology.
- D. Scope of Work:** Based on the results of a survey conducted by NHDES in June 2022, a total of 218 municipalities have consolidated approximately 9,652 gallons of Class B AFFF. Since the survey was completed over a year ago, NHDES anticipates additional program participants; therefore, a 45 percent (45%) contingency has been added bringing the total volume for the program to 13,995 gallons. Additionally, contingencies have been provided for the overpacking and containment of insufficiently sealed, damaged, and/or irregular, non-original containers. It has been estimated that two percent (2%) of all containers will require overpacking and/or containment, and of these seventy percent (70%) will be smaller than drums and thirty percent (30%) will be drums or larger. See Section F for details of the Total Project Cost and Contingencies.

Contractor shall collect the AFFF defined herein at designated collection sites referenced in Section G of this Scope of Services (Collection Sites), transport the AFFF for disposal to Contractor's facility at 2275 Burlingame Avenue, Wyoming, MI 49509 (Michigan Disposal Facility), and utilize its PFAS Annihilator™ destruction technology to dispose of the AFFF. The Contractor shall complete the following tasks as part of this Agreement:

Contractor shall:

1. Provide NHDES with Collection Forms in a format as to be agreed upon by NHDES at least three (3) weeks in advance of the first scheduled pick up for distribution to program participants to confirm AFFF types and quantities that they anticipate for disposal.
2. Provide Waste/Material Profile Forms and Generator of Record Certifications in a format as to be agreed upon by NHDES and completed by the Contractor for each collection site in advance of arrival.

Contractor Initials: DT  
Date: 6/12/23



3. Prepare manifests based on the Waste/Material Profile Forms and Generator of Record Certifications.
4. Supply vehicles and staff sufficient to perform the AFFF collection at ten (10) Collection Sites.
5. Perform one (1) collection event for a minimum of six (6) hours at each Collection Site on dates scheduled and agreed to with NHDES. Collection for all ten (10) Collection Sites shall be completed within a two (2) to four (4) week period. This timing will be dependent upon the State scheduling with each Collection Site.
6. Assess whether containers dropped off by the program participants are insufficiently sealed, damaged and/or irregular or non-original and therefore require overpacking and/or containment for transportation. If overpacking and/or containment is required for any containers, Contractor shall perform overpacking and/or containment as required.
7. For each container collected, print labels, obtain the Collection Form, photograph each container, and scan as received when each container is loaded onto the truck.
8. Following each collection day, provide NHDES with a total amount of material collected to track project volume and budget.
9. Clean up, containerize, and remove any spills that may occur as a result of AFFF consolidation.
10. Following collection, Contractor and/or its approved subcontractors shall transport all collected AFFF in a timely manner to the Michigan Disposal Facility.
11. Scan each container as received at the Michigan Disposal Facility and then scan each container again as transferred to the PFAS Annihilator™ staging area.
12. Dispose of the AFFF within eight (8) months of receipt at the Michigan Disposal Facility using Revive's PFAS Annihilator™ SCWO technology.
13. Provide certificate(s) of processing & analysis to NHDES that includes the following information.
  - Type of Material processed (e.g., AFFF Product Name)
  - Date Received; Date Processing Began; Date Processing Completed
  - Volume Received; Volume Processed
  - Location where Processed

Contractor Initials: DT  
Date: 6/12/23

- Site Discharge Limit and Measured Value for each relevant PFAS Analyte; Analysis Date; and Analyzing Entity

Should any legislative activity occur during the project period that would impact the scope of services outlined herein, NHDES and the Contractor will meet to discuss potential modifications to the project scope.

**E. Schedule:**

Tasks	Timeline*
Collection of AFFF	Aug 2023 – Sep 2023
AFFF Disposal	Sep 2023 – Apr 2024
AFFF Disposal Documentation	Apr 2024 – May 2024
Program Completion Report	May 2024 – Jun 2024

Timeline above is dependent on the State making available all the AFFF to be collected by the end of September 2023. If there is any delay in the AFFF being available, that will necessarily delay the timeline for other Tasks; however, the project end date of June 30, 2024 will not change unless extended with an amendment to this agreement.

Similarly, if the State and/or program participants are not able to provide necessary data, contact information, confirmation, and/or other information as may be required to complete the tasks, there may be a delay in the timeline for one or more of the tasks.

**F. Budget: \$457,633 Project Cost (\$668,258 with Contingencies)**

Item	Rate	Units	Item Total
Transportation, Storage and Logistics <small>(includes Energy/Environmental Surcharge of 14.95%)</small>	\$4.20	9,652	\$40,497
AFFF Treatment & Destruction	\$40.00	9,652	\$386,080
Regulatory & Permit Compliance <small>(includes Analytical &amp; Reporting)</small>	\$3.00	9,652	\$28,956
Transport Using Hazardous Waste Manifest <small>(assuming 1 manifest for each collection site)</small>	\$210.00	10	\$2,100
<b>Total Project Cost</b>			<b>\$457,633</b>
Contingency for Additional AFFF <small>(assuming 45% of estimated volume)</small>	\$47.20	4,343	\$204,990
Contingency for Overpacks (Non-Drums) <small>(assuming 2% containers; 70% non-drums; incl. analytical)</small>	\$140.00	17	\$2,380
Contingency for Overpacks (Drums) <small>(assuming 2% containers; 30% drums; incl. analytical)</small>	\$465.00	7	\$3,255
<b>Total Project Cost + Contingencies</b>			<b>\$668,258</b>

Contractor Initials: DS  
 Date: 6/7/23

**G. Collection Sites**

<b>County</b>	<b>Collection Site</b>
Rockingham	Newton
Hillsborough	Nashua
Merrimack	Concord
Coos	Gorham
Grafton	Lebanon
Strafford	Dover
Belknap	Laconia
Cheshire	Keene
Carrol	Bartlett
Sullivan	Claremont

Collection site locations may be modified by NHDES based on coordination with Town/City officials. NHDES will notify the Contractor at least three (3) weeks in advance of any change to Collection Site location.

The State agrees to ensure that at each Collection Site there will be the following available and ready for the entirety of the day on which collection is scheduled:

1. Authorized person(s) from NHDES to complete and sign manifests, profiles, and generator certifications and to act as the authorized liaison for Contractor, its subcontractors and the program participants and their members (i.e., those dropping off AFFF for collection at the site).
2. Reasonable Collection Site access and parking space sufficient for a 53-foot semi-trailer.

Contractor Initials: DT  
Date: 6/12/23

**EXHIBIT C**  
**PAYMENT SCHEDULE**

- A. The State shall pay the Contractor an amount equal to or less than that defined in Exhibit B - Scope of Services for all services completed by the Contractor and/or its subcontractors not to exceed the Price Limitation of \$668,258.00.
- B. The Contractor agrees to provide the services in Exhibit B - Scope of Service. Failure to meet the scope of services may jeopardize current and/or future funding.
- C. Payment for said services shall be paid as follows:
1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this agreement and shall be in accordance with the approved items.
  2. The Contractor will submit an invoice in a form satisfactory to the State following successful annihilation of AFFF which identifies and requests reimbursement for authorized expenses incurred. The invoice will include detail about volume of AFFF processed and any contingency items that may have been implemented.
  3. The State shall make payment to the contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice. The Contractor will keep detailed records of their activities related to NHDES funded programs and services.
  4. The final invoice shall be due to the State no later than forty-five (45) days following the project end date of 6/30/2024. Requests submitted after this date may be denied.
  5. All obligations of NHDES and the State of New Hampshire are contingent upon availability and continued appropriation of funds for the services.
  6. In lieu of hard copies, all invoices may be signed using an electronic signature and emailed to Josh Whipple at: [Joshua.C.Whipple@des.nh.gov](mailto:Joshua.C.Whipple@des.nh.gov).

Contractor Initials: DT  
Date: 6/12/23



513.605.3522  
9435 Waterstone Blvd., Suite 250  
Cincinnati, Ohio 45249  
[www.ironroad.us](http://www.ironroad.us)

June 15, 2023

Re: Revive Environmental Technology, LLC,

To Whom It May Concern:

The PEO Master Agreement went into effective on March 17, 2023, between IronRoad, Inc., headquartered at 9435 Waterstone Boulevard, Suite 250, Cincinnati, Ohio 45249, and Revive Environmental Technology, LLC, whose principal office is located at 505 King Ave, Columbus, OH 43201. Revive Environmental Technology, LLC entered into a co-employment relationship with IronRoad, Inc. as a Professional Employer Organization.

Due to the co-employment relationship, IronRoad, Inc. was able to establish a Multi-State Workers Compensation plan utilizing, Service American Indemnity Company, as the Insurance Company and Risk Transfer Insurance Agency, LLC as the Producer. Through this policy, Workers Compensation coverage is provided in all states except monopolistic states (ND, OH, WA, WY) for employees of Revive Environmental Technology, LLC.

For additional questions, related to this letter, please contact IronRoad at [wkallgren@ironroad.us](mailto:wkallgren@ironroad.us).

Sincerely,

**Whitney Kallgren– VP of Operations**

9435 Waterstone Blvd. | Suite 250 | Cincinnati, Ohio 45249  
o: 513-605-3522 ext.150 | f: 513-605-3523  
email: [wkallgren@ironroad.us](mailto:wkallgren@ironroad.us) or [benefits@ironroad.us](mailto:benefits@ironroad.us)

**LLC Certificate of Authority**

I, David Trueba, hereby certify that I am a Manager and officer of Revive Environmental Technology, LLC, a limited liability company under RSA 304-C:9.

I certify that I am authorized to bind the LLC. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the LLC and that this authorization shall remain valid for thirty (30) days from the date of this Corporate Resolution.

**DATED:** May 25, 2023

**ATTEST:**

By: David Trueba

Name: David Trueba

Title: Chief Executive Officer

**State of New Hampshire**  
**Department of State**

**CERTIFICATE**

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that REVIVE ENVIRONMENTAL TECHNOLOGY LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on March 13, 2023. 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: 926052

Certificate Number : 0006182757



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 13th day of March A.D. 2023.

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

David M. Scanlan  
Secretary of State

# One Click Certificate of Good Standing



Search Business

Business Information

Payment

Done

## Business Details

Business Name: REVIVE ENVIRONMENTAL TECHNOLOGY LLC

Business ID: 926052

Business Type: Foreign Limited Liability Company

Business Status: Good Standing

Business Creation Date: 03/13/2023

Name in State of REVIVE ENVIRONMENTAL Formation: TECHNOLOGY LLC

Date of Formation in Jurisdiction: 10/12/2022

Principal Office Address: 1375 Perry Street, Columbus, OH, 43201, USA

Mailing Address: 505 King Avenue, Columbus, OH, 43201, USA

Citizenship / State of Formation: Foreign/Delaware

Last Annual Report Year: N/A

Next Report Year: 2024

Duration: Perpetual

Business Email: connect@revive-environmental.com

Phone #: 833-363-7327

Notification Email: connect@revive-environmental.com

Fiscal Year End Date: NONE

Acknowledgment will be sent to the business email on record unless otherwise requested.

I would like the acknowledgment to be sent to the following email address:

Email Address:

**Note:** Email address format is username@domain.net



ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/11/2023

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: USI Insurance Svcs CL Dublin, 5455 Rings Road, Suite 250, Dublin, OH 43017, 614 340-6100. CONTACT NAME: Cindy Main, PHONE (A/C, No, Ext): 614.340.6153, E-MAIL ADDRESS: cindy.main@usi.com. INSURER(S) AFFORDING COVERAGE: INSURER A: Crum & Forster Specialty Insurance Co. (NAIC #: 44520), INSURER B: Federal Insurance Company (NAIC #: 20281).

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 (EPK141839), Umbrella Liability, Workers Compensation, and General Liability & Cont. Pollution (EPK141839, 6705459).

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Policies are for operations usual to the Insureds Business.

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/19/2023

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).

<b>PRODUCER</b> Risk Transfer Insurance Agency, LLC 47 E. Robinson Street Suite 200 Orlando, FL 32801	<b>CONTACT NAME:</b> GIGA Solutions	
	<b>PHONE (A/C, No, Ext):</b>	<b>FAX (A/C, No):</b>
<b>E-MAIL ADDRESS:</b> carts@gigasolves.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Service American Indemnity Company		39152
<b>INSURER B:</b>		
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**INSURED**  
 HUMACare- Consolidated Employer Management, Inc. dba IronRoad  
 9435 Waterstone Boulevard  
 Suite 250  
 Cincinnati, OH 45249

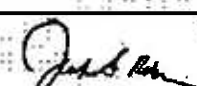
**COVERAGES**      **CERTIFICATE NUMBER:** 9QSWFRPA      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> -LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	RT23MWC7510175202	01/01/2023	01/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Workers Compensation coverage is provided in all states except monopolistic states (ND, OH, WA, WY) for only those employees leased to, but not subcontractors of Revive Environmental Technology, LLC

**CERTIFICATE HOLDER:**      **CANCELLATION**

State of New Hampshire Department of Environmental Services P.O. Box 95, 29 Hazen Drive 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.  <b>AUTHORIZED REPRESENTATIVE</b> 
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