

May 27, 2021

Mr. Wayne Dumas ([wdumas@comcast.net](mailto:wdumas@comcast.net))  
Don's Market, Inc.  
219 Main Street  
Hampstead, New Hampshire 03841

**RE: Contract – Environmental Consulting**  
**Don's Market, 219 Main Street, Hampstead, New Hampshire**  
**Facility ID Number 0110065, Site ID Number 199611004, Project Number 6958**

Dear Mr. Dumas:

Please allow this letter to serve as a Contract between Wilcox & Barton, Inc. and Don's Market, Inc. to provide continued environmental consulting services at the property located at 219 Main Street in Hampstead, New Hampshire.

## **1.0 SCOPE OF WORK**

Wilcox & Barton, Inc. will continue to perform all environmental related services including, but not limited to, the following: (1) project management, coordination, and setup, (2) subsurface investigations and oversight, (3) implementation of remedial action plans, (4) groundwater monitoring and groundwater quality management, (5) laboratory analysis of multi-matrix samples, (6) survey and plan preparation, and (7) other related New Hampshire Department of Environmental Services (NHDES) reporting, as applicable.

## **2.0 FEE**

Our services will be provided on a time and materials basis; not-to-exceed fees shall be in accordance with scopes of work and budgets submitted to NHDES for review and subsequent approval. Direct expenses (i.e. contractors, laboratory analytical, drilling, etc.) will be billed on a cost plus basis in accordance with the Fund.

## **3.0 SCHEDULE**

Supplemental assessment and monitoring are on-going and will continue in accordance with the Groundwater Management Permit and various NHDES correspondences.

#### **4.0 SPECIAL TERMS AND CONDITIONS**

Wilcox & Barton, Inc. will be acting as the applicant to the New Hampshire Fund. Invoices will be submitted directly to the appropriate Fund for payment of services. In accordance with the applicable New Hampshire Code of Administrative Rules, Wilcox & Barton, Inc. will agree to waive all claims against the client for payment of services performed as part of the NHDES approved scopes of work and future supplemental investigations and associated reporting. The client acknowledges that if site conditions are encountered which require additional expenses outside the state approved scopes of work and budgets, financial obligations shall be their responsibility, any such expenses will require prior client approval, and will not be performed without prior written approval.

In all cases, Wilcox & Barton, Inc. will communicate with the NHDES and obtain written approval for the completion of any additional services (i.e. Change Order Forms), as necessary.

In addition, the client agrees to maintain compliance with all NHDES regulations applicable to the subject property.

If you have any questions, or require additional information, please contact me at (603) 369-4190, x502.

Very truly yours,

**WILCOX & BARTON, INC.**



Russell W. Barton  
Principal Geologist

Attachment: Standard Terms and Conditions

**Customer Acceptance**

Contract – Environmental Consulting

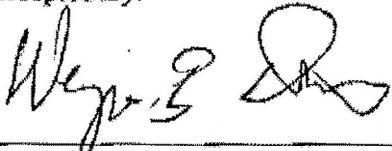
Don's Market, 219 Main Street, Hampstead, New Hampshire

Facility ID Number 0110065, Site ID Number 199611004, Project Number 6958

Proposal Date: May 27, 2021

Please indicate your acceptance of this proposal by signing below and returning a copy that will serve as our authorization to proceed. In signing this proposal (contract), the Client authorizes Wilcox & Barton, Inc. to complete the professional services outlined in this contract in accordance with the above described Special Terms and Conditions as well as the attached Terms and Conditions, as applicable.

Accepted By:



\_\_\_\_\_  
Authorized Representative of the Client

Wayne E Dumas V.P.

Print Name & Title

5/27/21

Date

## WILCOX & BARTON, INC.

### GENERAL TERMS AND CONDITIONS

These General Terms and Conditions (the “Terms”) are submitted by Wilcox & Barton, Inc. (the “Company”) in conjunction with a Proposal for Service (the “Proposal”) to Client (as defined on the order form) and are made, and will remain, a condition thereof. Upon acceptance and execution of the Proposal by the Client, these Terms will become effective and binding. These Terms shall apply to any subsequent revision of the Proposal unless otherwise expressly provided in writing at that time.

1. Proposals are valid for a period of forty-five (45) days. After forty-five (45) days the Company reserves the right to revise proposals to allow for changing costs, workloads, regulatory requirements, or other factors.
2. The technical and pricing information in the Proposal is the confidential and proprietary property of the Company, and shall not be disclosed or made available to third parties without the written consent of the Company.
3. The Company shall endeavor to submit invoices to Client on a monthly basis unless agreed otherwise in writing. Payment is due upon receipt of the invoice. All payments shall be made by either check to an address specified by the Company or by or electronic transfer to an account designated in writing by the Company. The Company reserves the right to assess interest at a rate of up to one-and-one-half percent (1.5%) per month on any amount due in excess of thirty (30) days past the invoice date.

Client acknowledges and agrees that if Client’s payment is more than sixty (60) days past-due from the invoice date, the Company may institute collection action against the Client. Client further agrees to pay all collection costs, including legal fees, associated with collection of the past-due invoice.

Client agrees that if payment is not made in full, Client shall have no right to any document prepared by the Company and the Company reserves the right to require the return of any documents submitted to the Client or others.

Client must submit any dispute to an invoice in writing to the Company within fifteen (15) days of receipt of an invoice. Otherwise, thereafter, the invoice will be considered correct and Client waives the right to dispute the invoice.

4. The proposed fees and schedule constitute the Company’s best estimate of the charges and time required to complete the project. Client acknowledges and agrees that as the project progresses, the environmental conditions, changes in the law, or other unknown facts or events may dictate revisions in scope, schedule and fee. The Company will inform the Client of such situations so that revisions can be accomplished.
5. Fee and schedule commitments will be subject to change for delays caused by Client’s failure to provide access to the project site, necessary facilities or required information, or for delays caused by unpredictable occurrences or force majeure, such as fires, floods, riots, strikes, unavailability of labor or materials, delays or defaults by suppliers of materials or services, process shutdown, acts of God or of a public enemy, or acts or regulations of any governmental agency.
6. Where payment is based on time-and-materials the Client agrees that the following will apply:
  - a. The minimum time segment for charging of field work is four (4) hours. The minimum time segment for charging of office work is one-quarter (1/4) hour. There is no premium charge for overtime unless specifically agreed upon. Where applicable, rental and testing charges will be applied to the project to cover the cost of pilot-scale facilities or sophisticated apparatus, instrumentation or other technical machinery. The Client will be advised of same prior to the start of an assignment.
  - b. Expenses which will be charged separately to Client include travel and living expenses of personnel when away from the home office on business connected with the project; identifiable communication, shipping and reproduction costs; identifiable drafting and stenographic supplies; and expendable materials and supplies purchased specifically for the project. An administrative and handling charge will be added, in accordance with Environmental Services’ Schedule of Fees.
7. If subsequent to Client’s acceptance and execution of a Proposal, the Company determines that specialized equipment must be obtained to perform the services, the Client will be notified of the cost of such equipment and the Client may choose either to acquire or obtain the equipment directly or to have the Company acquire or obtain the equipment, in which case the cost of the equipment and the obtaining thereof will payable by Client upon demand as a reimbursable expense.
8. The Company reserves the right to suspend or terminate services for any reason after giving seven (7) days written notice to the Client. The Company may immediately cancel the project and discontinue its services at any time, without notice, for cause, which shall include, but not be limited to, Client requests for the Company to perform services that would be illegal or unethical; Client failure to provide the Company access to the project site, materials or facilities necessary to perform its work; and Client failure to remit payment within forty-five (45) days after the invoice date. Further, if at the time of termination or suspension, Client has invoices outstanding for thirty (30) days or longer, the Company may withhold any work until it has been paid in full.

No cancellation of this project by Client will be effective unless written notice thereof has been received by the Project Manager of the Company.

If work is cancelled by either party, Client shall remain fully liable for and promptly pay the Company the full amount for all services rendered by the Company to the date of cancellation of services, including all retained billings, if applicable, plus cancellation charges. Cancellation charges will include personnel and equipment rescheduling or reassignment adjustments and all other related costs and charges directly attributable to the cancellation (collectively, the “Cancellation Charges”). If work is cancelled by the Client without cause, the Client shall pay, in addition to all other amounts due to the Company, an early termination fee equal to fifty percent (50%) of (i) the remaining fees are due to the Company under the Proposal (for a “Lump Sum” contract) or (ii) the anticipated fees due to the Company under the Proposal were the project completed (when billing on a time-and-materials basis) (the “Early Termination Fee”). If cancelled, a final invoice will be calculated on the first (1<sup>st</sup>) or fifteenth (15<sup>th</sup>) of the month (whichever comes first) following the effective date of such cancellation.

- a. Where payment is based on a “Lump Sum” contract, Client agrees that the final invoice will be based on the percentage of work completed to the effective date of cancellation, plus the Cancellation Charges and the Early Termination Fee, if applicable.
  - b. Where payment is based on time and materials, Client agrees that the final invoice will include all services and direct expenses up to the effective date of cancellation, plus the Cancellation Charges and the Early Termination fee, if applicable.
9. The Company’s work will be performed in accordance with generally accepted professional standards.

The services of the Company shall be rendered without any warranty, express or implied. In no event shall the Company be liable for special, incidental or consequential damages of any kind arising out of the services performed under the Proposal by the Company, its agents, employees or other representatives, even if the Company has been advised of the possibility of such damages.

The Company does not represent or warrant that any permit or approval will be issued by any governmental body. The Company will endeavor to prepare any application for any such permit or approval in conformance with all applicable requirements, but, in view of the complexity and the frequent changes in applicable rules and regulations and interpretations by the authorities, the Company does not guarantee that any such application will be complete or will conform to all applicable requirements. Clients desiring further assurance regarding their applications for permits or approvals are advised to obtain legal or other appropriate counsel.

The Company does not represent or warrant that the reports drafted pursuant to the Proposal will be accepted by any governmental body. The Company will endeavor to supply Client with reports that are adequate to meet regulation/certification requirements and other requirements of any governmental body, but the Company cannot guarantee that any such reports will receive favorable treatment by a governmental body. Some governmental bodies have authority to audit reports submitted to them. The Company does not guarantee that any reports drafted pursuant to the Proposal will not be subject to an audit.

10. All documents, data, drawings, diagrams, specifications, calculations, reports, processes, data, and all other documents developed under the Proposal are Work Product of the Company and shall remain the exclusive property of the Company. The Company maintains all of its rights, title, and interest in any and all Work Product, whether arising from copyright, patent, trademark, or any other state, federal, or common law intellectual property right law or doctrine. The Company maintains any and all rights arising under 17 USC 106A or any other rights of identification of authorship or rights of approval, restriction, or limitation on use.

The Client recognizes that the services and contents of any project reports and associated documents provided to the Client by the Company are solely for the benefit of Client. The contents of any project reports and associated documents shall not be quoted or otherwise referenced or furnished to any other person, and no other person shall be entitled to rely thereon, without the Company’s prior written consent.

11. All documents including drawings, data, plans, specifications, reports or other information recorded on or transmitted as Electronic Files are subject to undetectable alteration, either intentional or unintentional, due to transmission, conversion, media degradation, software error, human error, or other causes. Electronic Files are provided for convenience and informational purposes only and are not finished Product. The actual hardcopy documents, together with any addenda or revisions, are and will remain the official copies of all documents. The Company makes no representation of the accuracy or completeness of any accompanying Electronic Files. Client waives any and all claims against the Company that may result in any way from the Client’s misuse, unauthorized reuse, alteration, addition to, or transfer of Electronic Files.
12. The Company will maintain at its own expense Worker’s Compensation insurance, Comprehensive General Liability insurance and Professional Liability insurance and upon request will furnish the Client a certificate to verify the same.
13. Client and the Company have discussed the risks, rewards, and anticipated outcome of the project described in the Proposal and an estimated total fee for services, and agree that to the fullest extent permitted by law, the total liability, in the aggregate of the Company and its officers, directors, employees, agents, and independent professional associates and consultants, to the Client, and anyone claiming by, through, or under the Client for any and all injuries, claims, losses, expenses, or damages whatsoever related to the Company services shall not exceed the lesser of (i) the total compensation received by the Company under this agreement or (ii) the total amount of \$25,000.00. This limitation will apply regardless of legal theory and includes, but is not limited to, claims or actions alleging negligence, errors, omissions, strict liability, breach of contract, or breach of warranty of the Company or its officers, directors, employees, agents, or independent professional associates or consultants.

The Company’s calculation of fees, either hourly or lump sum, is based upon and conditioned on Client’s acceptance of and enforcement before a Court or Arbitrator of this Limitation of Liability. A request by the Client to increase the limit of liability must be made to the Company in writing at the time of the Client’s acceptance of the Proposal. The Company may agree to increase the limit of liability in consideration of additional payment by the Client. The increased limit of liability will become effective upon agreement on the fee and execution of the Proposal.

14. The Client agrees to hold harmless, indemnify and defend the Company, its employees, officers, directors, agents and subcontractors against all claims, suits, fines, penalties, damages or losses, including attorneys' fees and other costs of settlement and defense, which arise out of, or are related, to the Proposal or the Company's performance of services thereunder, except to the extent they are caused by the Company's negligence or willful misconduct.
15. In the event that the performance of the services under this Proposal requires the engagement of a Licensed Site Professional (LSP), Licensed Environmental Professional (LEP), or similar professional registered with and subject to the laws and regulations promulgated by the State in which the services are provided (collectively the LSP/LEP Program), the following will apply:
  - a. Under the LSP/LEP Program, and under certain circumstances, the LSP/LEP owes professional obligations to the public, including, by way of example and without limitation, a duty to disclose the existence of certain contaminants to the [Commonwealth of Massachusetts in circumstances of "imminent hazards" as defined by the Massachusetts Contingency Plan.]
  - b. Client understands and acknowledges that in the event that the licensed professional's obligations under the LSP/LEP Program conflict in any way with the terms and conditions of the Proposal or the wishes or intentions of Client, the licensed professional is bound by law to comply with the requirements of the LSP/LEP Program. Client recognizes that the licensed professional is immune from civil liability resulting from any such conflict.
  - c. Client agrees to indemnify, defend and hold harmless the Company from and against any claims, losses, damages, fines, or administrative, civil, or criminal penalties resulting from the licensed professional's fulfillment of the licensed professional's obligations under the LSP/LEP Program.
16. In the event that the performance of the services under the Proposal requires the Company to access the site to conduct site reconnaissance, surveys, borings, or other explorations, the Company will take reasonable precautions to minimize damage to the site from use of equipment, but, absent negligence or willful misconduct on the part of the Company, its agents, or employees, The Company shall not be responsible for damage to the site caused by normal and customary use of equipment. The cost for restoration of damage that may result from the Company's operations has not been included in its fee, unless specifically stated in the Proposal, and will be the responsibility of Client.
17. In the event that samples collected by the Company or provided by Client, or wastes generated as a result of site investigation activities, contain or potentially contain substances or constituents which are or may be regulated contaminants as defined by federal, state, or local statutes, regulations, or ordinances, including, but not limited to, samples or wastes containing hazardous materials, said samples or wastes remain the property of the Client and the Client will have the responsibility for them as a generator. Client acknowledges that Company has not generated or released and, is not responsible, in whole or in part, for the presence of any hazardous materials, pollutants or other potentially dangerous substance at the site. Only if set forth in the Proposal, the Company will, at Client's expense, perform necessary testing, and either (a) return said samples and wastes to Client, or (b) using a manifest signed by Client as generator, have said samples and wastes transported to a location selected by Client for treatment, storage, or disposal. Client acknowledges and agrees that, to the extent the Company transports wastes or samples at the request of the Client, the Company is working as a bailee and at no time assumes legal title to said waste or samples.
18. Client agrees that any legal action or proceeding arising out of the provision of services by the Company pursuant to the Proposal or any modification thereof may be submitted, at the Company's election, to a State Court in the State of Vermont or to an independent arbitrator and shall be governed by the laws of the State of Vermont without regard to choice of law provisions. The Client hereby irrevocably consents to the jurisdiction of (and waives dispute of venue in) the aforementioned venues.
  - a. Any arbitration resulting from disputes pursuant to this Proposal shall take place in Montpelier, Vermont, under the Commercial Arbitration Rules (including Expedited Procedures) then in effect of the American Arbitration Association. The arbitrator shall have the authority to award preliminary and final equitable relief as well as money damages. Any award of the arbitrator shall be binding on the parties, and judgment or an appropriate decree may be entered thereon in any court having jurisdiction thereof.
19. The Client agrees that if Client is for any reason dissatisfied with the services the Company provides pursuant to the Proposal (including any revision thereto), before bringing any legal action, including without limitation filing a claim in any court, seeking arbitration, or filing a complaint with any licensing or registration board or body, Client shall give the Company written notice describing with particularity the details of Client's concerns, objections, and grounds for dissatisfaction, shall confer in good faith with the Company concerning the same, and shall give the Company at least thirty (30) days in which to address or cure the same.
20. The Proposal, the Terms, and any other agreement between the Company and the Client are made solely and specifically for the benefit of the parties thereto. No other person shall have any rights, title, interest, or claims thereunder or be entitled to any benefit on account thereof as third party beneficiaries or otherwise, unless specifically agreed to in writing by the Company.
21. Any express terms and/or conditions in the Proposal that are inconsistent or contradictory, take precedence over the Terms. The Terms may otherwise be varied only in a writing signed by the Company and Client.

# INVOICE

**Bill To:**  
Don's Market, Inc.  
Wayne Dumas  
219 Main Street  
Hampstead, NH 03841

March 22, 2023  
Project No.: DUMA0001  
Invoice No.: 13639

**PROJECT LOCATION:**

Don's Market  
219 Main Street  
Hampstead, New Hampshire  
NHDES Site No. 199611004, Project No. 6958, LUST

**DESCRIPTION OF SERVICES:**

Wilcox & Barton, Inc. provided the following consulting services:

- Prepared work scope authorization; and
- Recorded the Release of Recordation with the Rockingham County Registry of Deeds, and prepared and submitted the Recorded Discharge and Release of Notice of Groundwater Management Permit (Administrative Correction) to NHDES electronically.

Billing is on a time and materials basis in accordance with the NHDES approved Work Scope Authorization dated February 16, 2023.

DESCRIPTION	RATE	UNITS	AMOUNT
<b>Work Scope Authorization</b>			
Principal Engineer/Geologist	\$195.00/Hour	0.50	\$97.50
Project Engineer/Geologist/Scientist	\$105.00/Hour	3.25	\$341.25
		<b>Subtotal</b>	<b>\$438.75</b>
<b>Release of Recordation</b>			
Senior Engineer/Geologist	\$160.00/Hour	1.00	\$160.00
Project Engineer/Geologist/Scientist	\$105.00/Hour	4.00	\$420.00
Administration	\$75.00/Hour	0.50	\$37.50
Recording Fee	\$12.00/Each	1.00	\$12.00
		<b>Subtotal</b>	<b>\$629.50</b>
<b>AMOUNT DUE THIS INVOICE</b>			<b>\$1,068.25</b>

**PAYMENT DUE UPON RECEIPT OF INVOICE**

Remittance Address: P.O. Box 1630, Derry, NH 03038

**WILCOX & BARTON, INC.**  
**INVOICE NO. 13639**  
**TIME BY JOB DETAIL**  
**JANUARY 9, 2023 THROUGH MARCH 1, 2023**

Date	Name	Duration	Rate	Total	Notes
<b>Don's Market, Inc. : DUMA0001.26 (Work Scope Authorization)</b>					
<b>Professional Staff: Principal Engineer/Geologist</b>					
1/20/2023	Barton, Russell W.	0.50	\$195.00	\$97.50	Review WSA
Total Professional Staff: Principal Engineer/Geologist		0.50		\$97.50	
<b>Professional Staff: Project Engineer/Geologist/Scientist</b>					
1/9/2023	Arold, Madeleine B.	1.00	\$105.00	\$105.00	Post GMP
1/20/2023	Arold, Madeleine B.	1.25	\$105.00	\$131.25	WSA for new GMP
2/13/2023	Arold, Madeleine B.	1.00	\$105.00	\$105.00	Follow up on WSA
Total Professional Staff: Project Engineer/Geologist/Scientist		3.25		\$341.25	
Total Don's Market, Inc. : DUMA0001.26		3.75		\$438.75	
<b>Don's Market, Inc. : DUMA0001.34 (Release of Recordation)</b>					
<b>Professional Staff: Senior Engineer/Geologist</b>					
2/28/2023	Plagge, Paul J.	1.00	\$160.00	\$160.00	Review of GMP Recordation documents
Total Professional Staff: Senior Engineer/Geologist		1.00		\$160.00	
<b>Professional Staff: Project Engineer/Geologist/Scientist</b>					
2/16/2023	Arold, Madeleine B.	1.50	\$105.00	\$157.50	Mail release notice (administrative correction)
2/28/2023	Arold, Madeleine B.	2.50	\$105.00	\$262.50	Scan recorded Notice & assemble for CR
Total Professional Staff: Project Engineer/Geologist/Scientist		4.00		\$420.00	
<b>Professional Staff: Administration</b>					
3/1/2023	Kearns, Coleen A.	0.50	\$75.00	\$37.50	Release Notification-Elec Submittal
Total Professional Staff: Administration		0.50		\$37.50	
Total Don's Market, Inc. : DUMA0001.34		5.50		\$617.50	
<b>Total Don's Market, Inc.</b>		<b>9.25</b>		<b>\$1,056.25</b>	



# WORK SCOPE AUTHORIZATION - Odb 407.01



Use this form (s) to obtain pre-approval from NHDES for performing corrective action at sites eligible for the Petroleum Reimbursement Funds under RSA 146-D, E, F or G. Contact NHDES for guidance on use of this form and the need for additional documentation to describe the proposed work, particularly for RSA 146-G work.

**NOTE:** You must receive prior approval even if private insurance is initially funding the work. Approval of a work scope by NHDES is *not* an authorization for reimbursement under Odb 404.03.

**\*\*REIMBURSEMENT CANNOT BE AUTHORIZED IF A COMPLETE ESTIMATE IS NOT PRE-APPROVED BY NHDES\*\***

<b>Facility Name:</b> Don's Market	<b>NHDES No.:</b> 199611004
<b>Location Address:</b> 219 Main Street	<b>UST/AST Fac. ID#:</b> 110065
<b>Location Town:</b> Hampstead	<b>Project Type:</b> LUST #6958
<b>Facility Owner:</b> Don's Market, Inc.	<b>Project Phase:</b> GMP
<b>Dates of Work:</b> Dec 2022-Dec 2027	<b>Consultant:</b> Wilcox & Barton, Inc.
	<b>Contractor:</b>

**Task Summary:** Preparation of this WSA for groundwater sampling for the 5-year GMP period; project coordination and correspondence with property owner.

Description	Unit Basis (1)	Rate (1)	# Units	Estimated Cost
Principal Geologist/Engineer	hour	\$195.00	0.5	\$97.50
Project Geologist/Engineer	hour	\$105.00	<del>6</del> 3	\$315.00 <del>\$630.00</del>
Administrative	hour	\$75.00	0.5	\$37.50
<b>Task Total:</b>				<b>\$450.00 <del>\$765.00</del></b>

**Task Summary:** Record Release of Recordation at the Rockingham County Registry of Deeds (administrative correction) via mail; submit a copy of the recorded Release to NHDES and the Town of Hampstead.

Description	Unit Basis (1)	Rate (1)	# Units	Estimated Cost
Senior Geologist/Engineer	hour	\$160.00	<del>2</del> 1	\$160.00 <del>\$320.00</del>
Project Geologist/Engineer <del>-includes travel-</del>	hour	\$105.00	4	\$420.00
Administrative	hour	\$75.00	0.5	\$37.50
Recording Fee	each	<del>\$17.00</del>	1	\$12.00* <del>\$17.00</del>
<b>Task Total:</b>				<b>\$629.50 <del>\$794.50</del></b>

\* The fee for "all documents", first page applies; the "discharges" fee refers to mortgages.

**Task Summary:** **October GMP Sampling:** Wilcox & Barton, Inc. will gauge and collect samples from monitoring wells MW-3, MW-4, MW-5, and RW-1 for laboratory analysis of VOCs by EPA Method 8260. Water Supply Well PDW-1 will also be sampled and submitted for laboratory analysis of VOCs by EPA Method 524.2.

Description	Unit Basis (1)	Rate (1)	# Units	Estimated Cost
Senior Geologist/Engineer	hour	\$160.00	1	\$160.00
Project Geologist/Engineer - includes prep & travel	hour	\$105.00	10	\$1,050.00
Pickup Truck	1/2 day	\$90.00	2	\$180.00
Bailers	each	\$13.00	4	\$52.00
Interface Probe	day	\$30.00	1	\$30.00
Field Supplies	day	\$30.00	1	\$30.00
<b>2023 Task Total:</b>				<b>\$1,502.00</b>
<b>2024 Task Total:</b>				<b>\$1,502.00</b>
<b>2025 Task Total:</b>				<b>\$1,502.00</b>
<b>2026 Task Total:</b>				<b>\$1,502.00</b>
<b>2027 Task Total:</b>				<b>\$1,502.00</b>
<b>Task Total:</b>				<b>\$7,510.00</b>

**Task Summary:** **October Data Transmittal:** Wilcox & Barton, Inc. will prepare a data transmittal summarizing the results of the October GMP sampling event, except for the October 2024 and 2027 events, which will be summarized as part of the Periodic Summary Reports to be submitted in December 2024 and 2027.

Description	Unit Basis (1)	Rate (1)	# Units	Estimated Cost
Principal Geologist/Engineer	hour	\$195.00	1	\$195.00
Senior Geologist/Engineer	hour	\$160.00	2	\$320.00
Project Geologist/Engineer	hour	\$105.00	5	\$525.00
Administrative	hour	\$75.00	1	\$75.00
<b>2023 Task Total:</b>				<b>\$1,115.00</b>
<b>2025 Task Total:</b>				<b>\$1,115.00</b>
<b>2026 Task Total:</b>				<b>\$1,115.00</b>
<b>Task Total:</b>				<b>\$3,345.00</b>

**Task Summary: 2024 Periodic Summary Reports:** Wilcox & Barton, Inc. will prepare a Periodic Summary Report (PSR) for submittal in December 2024. The PSR will include the results of the October 2024 GMP sampling event.

Description	Unit Basis (1)	Rate (1)	# Units		Estimated Cost
Principal Geologist/Engineer	hour	\$195.00	1		\$195.00
Senior Geologist/Engineer	hour	\$160.00	8		\$1,280.00
Project Geologist/Engineer	hour	\$105.00	14		\$1,470.00
Administrative	hour	\$75.00	1		\$75.00
<b>Task Total:</b>					<b>\$3,020.00</b>

**Task Summary: 2027 Periodic Summary Report and GMP Renewal Application:** Wilcox & Barton, Inc. will prepare and submit a combined PSR and GMP Renewal Application prior to the current GMP expiration of December 20, 2027.

Description	Unit Basis (1)	Rate (1)	# Units		Estimated Cost
Principal Geologist/Engineer	hour	\$195.00	1		\$195.00
Senior Geologist/Engineer	hour	\$160.00	8		\$1,280.00
Project Geologist/Engineer	hour	\$105.00	14		\$1,470.00
Administrative	hour	\$75.00	1		\$75.00
<b>Task Total:</b>					<b>\$3,020.00</b>

**Task Summary:** Laboratory analysis.

DES Approved 24 HR Turnaround?					
Description	Unit Basis (1)	Rate (1)	# Units	Y/N	Estimated Cost
Groundwater Samples - VOCs 8260	each	\$120.00	4	N	\$480.00
Drinking Water Samples - VOCs 524.2	each	\$120.00	1	N	\$120.00
15% Markup	%	\$600.00	15%	N	\$90.00
<b>2023 Task Total:</b>					<b>\$690.00</b>
<b>2024 Task Total:</b>					<b>\$690.00</b>
<b>2025 Task Total:</b>					<b>\$690.00</b>
<b>2026 Task Total:</b>					<b>\$690.00</b>
<b>2027 Task Total:</b>					<b>\$690.00</b>
<b>Task Total:</b>					<b>\$3,450.00</b>
<b>Total All Services:</b>					<b>\$21,424.50 <del>\$21,904.50</del></b>

Owner's Representative:

*Madeleine B. Arold*

(signature/date)

Madeleine B. Arold 1/20/2023

NHDES Approval:

*Stan Bonis*

(signature/date)

Stan Bonis 14 February 2023

(1) Refer to Section VI of the Guidance Manual for information on applicable unit-based costs and rates.

Current rates are published on the ORCB web page in advance of Manual updates.

*Renee S Strondak*

**APPROVED**  
By Renee Strondak at 1:13 pm, Feb 16, 2023

A report documenting the approved work must be provided to NHDES by: per the GMP

Please note the New Hampshire Insurance Department Bulletin regarding strict liability and private insurance coverage:

[http://www.nh.gov/insurance/media/bulletins/2011/documents/ins\\_11\\_009\\_ab.pdf](http://www.nh.gov/insurance/media/bulletins/2011/documents/ins_11_009_ab.pdf)

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