

Wilcox & Barton INC.

CIVIL • ENVIRONMENTAL • GEOTECHNICAL

November 16, 2022

Mr. Vipulkumar Patel (smokenbarley@gmail.com)

Rajipo 1921 LLC

1921 Dover Road

Epsom, New Hampshire 03234

**RE: Contract for Environmental Consulting Services
Smoke N Barley, 1921 Dover Road, Epsom, New Hampshire
NHDES Site #199104001, UST Facility ID #0111376**

Dear Mr. Patel:

Please allow this letter to serve as a Contract between Wilcox & Barton, Inc. and Rajipo 1921 LLC (Client) to provide environmental consulting services at the above referenced property (site).

1.0 SCOPE OF WORK

The scope of work applies to environmental investigation, remediation, and groundwater monitoring activities at the subject property. These activities are anticipated in response to the release of petroleum at the site. The New Hampshire Department of Environmental Services (NHDES) has indicated that the site is potentially eligible for funding under the New Hampshire Petroleum Reimbursement Fund Program (Fund).

Wilcox & Barton, Inc. will perform all environmental related services required by the New Hampshire Department of Environmental Services (NHDES) including, but not limited to, the following: (1) project management and coordination, (2) site investigation, (3) groundwater monitoring and groundwater quality management, (4) remediation, (5) laboratory analysis of environmental samples, and (6) 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 project specific scopes of work and budgets that have been 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

Wilcox & Barton, Inc. will conduct an Initial Site Characterization and provided supplemental consulting services, thereafter, as described above.

WWW.WILCOXANDBARTON.COM

#1B Commons Drive, Unit 12B, Londonderry, NH 03053 • **Ph:** (603) 369-4190 | (888) 777-5805 • **Fax:** (603) 369-6639

Offices In: New Hampshire • Vermont • Massachusetts • Connecticut • Hawaii

4.0 SPECIAL TERMS AND CONDITIONS

If there is private insurance available (now or at a later date) to cover payments for this work, Wilcox & Barton, Inc. will submit invoices directly to your insurance carrier for payment of the above-described services. Wilcox & Barton, Inc. requires payment within 30 days of receipt of each invoice. These terms agreed upon can only be changed by a written addendum agreed to by both parties; and work may be stopped until payment is made in accordance with this agreement and attached standard terms and conditions.

If the costs of the above-described services are not covered by private insurance, the client acknowledges that Wilcox & Barton, Inc. will act as the applicant to the Fund. Invoices will be submitted directly to the Fund for payment of services. In accordance with the New Hampshire Code of Administrative Rules, section Odb 406.03(c), Wilcox & Barton, Inc. agrees to waive all claims against the client for payment of services performed as part of the NHDES approved budgets and future supplemental investigations and associated reporting. Furthermore, Wilcox & Barton, Inc. agrees to waive all claims against the client from all subcontractors involved in the various scopes of work. The client agrees to provide Wilcox & Barton, Inc. with a letter from the insurance company regarding coverage determination and stating the policy limits, if applicable, in relation to the oil release. The client also agrees to pay any deductible amounts required by their insurance company and/or the NHDES, if applicable.

If you have any questions, or require additional information, please contact me at (603) 369-4190, ext. 502 or (603) 491-8026.

Very truly yours,

WILCOX & BARTON, INC.



Russell W. Barton
SVP – Principal Geologist

Attachment: Standard Terms and Conditions



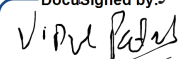
Customer Acceptance

Contract for Environmental Consulting Services
Rajipo 1921 LLC (Smoke N Barley), 1921 Dover Road, Epsom, New Hampshire
NHDES Site # 199104001, UST Facility ID #0111376

Proposal Date: November 16, 2022

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:

A handwritten signature in black ink, appearing to read 'Vipul Patel', is written over a blue circular DocuSign verification mark.

Authorized Representative of the Client

vipulkumar Patel

Print Name & Title

2/8/2023

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 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. The Terms and the Proposal are sometimes collectively referred to as the "Agreement" of the parties.

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 prior 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 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 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 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 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 (the "Site"), necessary facilities or required information, or for delays caused by events of Force Majeure (as defined in Section 22 of these Terms).
6. Where payment is based on time-and-materials, 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 equipment, instrumentation or other machinery. 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, Client will be notified of the cost of such equipment and 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 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 Client without cause, 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 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 (1st) or fifteenth (15th) 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 using the reasonable care ordinarily used by members of the profession practicing under similar circumstances at the same time and in the same locality. Except for the foregoing standard of care, the services of the Company shall be rendered without any warranty, express or implied.

The Company does not represent or warrant that any permit, approval, or reimbursement 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.

Client recognizes that the services and contents of any project reports and associated documents provided to 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. 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 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 Client a certificate to verify the same.
13. 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. 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 Client, and anyone claiming by, through, or under 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 Client to increase the limit of liability must be made to the Company in writing at the time of Client's acceptance of the Proposal. The Company may agree to increase the limit of liability in consideration of additional payment by Client. The increased limit of liability will become effective upon agreement on the fee and execution of the Proposal.



14. 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 Department of Environmental Protection (MassDEP) in circumstances of "imminent hazards" as defined by the Massachusetts Contingency Plan. In the instance of an imminent hazard, if the Potentially Responsible Party does not fulfill its obligation to notify the MassDEP, it is a requirement of LSP licensure to satisfy that notification obligation.
 - 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. Client shall have the following responsibilities in connection with the services:
- a. Except as otherwise set forth in the Proposal, Client will secure all approvals, permits, licenses and consents necessary for performance of the services. If Client is the owner or operator of the Site or Sites at which Services are to be rendered, Client will provide the Company with all documents, plans, information concerning underground structures (including but not limited to utilities, conduits, pipes, and tanks), information related to hazardous materials or other environmental or geotechnical conditions at the Site and other information that may be pertinent to the services or, if Client is not the owner or operator of the Site, Client agrees to make reasonable efforts to obtain these same documents and provide them to Company.
 - b. Client shall advise the Company promptly of any known or reasonably knowable oil or hazardous materials or any condition existing in, on or near the premises upon which work is to be performed by the Company's employees or subcontractors that presents a potential or possible health hazard or nuisance. If Client fails to advise the Company or, notwithstanding such advice, unanticipated occurrences of such substances or conditions are discovered during the course of the services, and such discovery in the judgment of Company results in or may result in injury or a health risk to persons, whether Company's personnel, Client's personnel or others, Client agrees that it shall assume full responsibility and liability for any resulting personal injury, including disease, medical expenses and/or death, property damage or economic loss, including consequential damages. As between Client and the Company, Client shall be solely responsible for monitoring and maintaining the safety of the Site prior to, during, and after completion of the services, including in connection with any permanent and temporary installations, equipment or modifications.
 - c. Client will examine any studies, reports, specifications, recommendations, and other project-related documents provided by the Company and render decisions required by Company in a timely manner. Client will give prompt notice to the Company whenever Client observes or becomes aware of any development that affects the scope or timing of the services, or any claimed defect in the services.
 - d. Client grants the Company, its agents, staff and subcontractor(s) permission to enter the Site to perform the services. If Client does not own the Site, Client represents and warrants that the owner has granted permission for the Company to enter the Site and perform the Services; Client will provide reasonable verification of same upon request; and, without limiting Client's other indemnification obligations set forth herein, Client will indemnify the Company for any claims by the Site owner related to alleged trespass by the Company or its subcontractors.
 - e. 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.
 - f. Except as otherwise set forth in the Proposal, Client will be solely responsible for any long term or ongoing maintenance required in connection with any temporary or permanent features that are the subject of the services and situated on the Site, including for example, but without limitation, ongoing maintenance of monitoring wells (including road box covers), manways associated with tanks or remediation systems, remediations systems and equipment, concrete pads and paved surfaces.

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 Client and 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 testing consistent with the standard of care described in Section 9, and either (a) return said samples and wastes to Client, or (b) using a manifest, bill of lading, or material shipping record 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 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 New Hampshire or to an independent arbitrator and shall be governed by the laws of the State of Vermont without regard to choice of law provisions. Client hereby irrevocably consents to the jurisdiction of (and waives dispute of venue in) the aforementioned venues. 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. 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 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 with or contradictory to these Terms shall take precedence over the Terms. No other waiver, modification or amendment to this Agreement shall be valid unless in writing, signed by the authorized representatives of the parties.
22. Except with respect to Client's payment obligations, neither party shall be held responsible for damages caused by any delay or default due to any contingency beyond its control preventing or interfering with performance hereunder, including, without limitation, epidemic or public health crisis, strikes, labor disputes, fires, floods, riots, strikes, unavailability of labor or materials, delays caused by transportation or weather, 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 (each, an event of "Force Majeure"), provided that the non-performing party provides prompt written notice of any such delay or default and cooperates to minimize the impact of such delay.
23. In the performance of services, the Company will act as an independent contractor. Nothing herein shall at any time be so construed to create a relationship of partnership, principal and agent, or joint venture as between the Company and Client.
24. Whenever possible, each provision of the Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of the Agreement shall be found to be illegal or invalid under applicable law, such provision shall be either modified to conform to the law or considered ineffective to the extent of such prohibition or invalidity without invalidating the remainder of such provision or the remaining provisions of the Agreement.
25. All provisions of the Agreement that, by their express terms or by their nature or context, would ordinarily be deemed to survive beyond the expiration or termination of services shall survive such expiration or termination for any reason.
26. Client may not assign any of its rights, duties, or obligations under this Agreement to any person or entity, in whole or in part, without the prior written consent of the Company, and any attempt to do so shall be deemed void.
27. This Agreement, including any documents incorporated by reference herein, constitutes the entire agreement and understanding between the parties regarding the subject matter hereof. No usage of trade or course of dealing between or among any persons having any interest in this Agreement will be deemed effective to modify, amend or discharge any part of this Agreement or any rights or obligations of any party hereunder. No failure or delay by either party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power or privilege.
28. The Proposal and any document executed in connection herewith may be executed by original, facsimile or electronic image signature in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.



INVOICE

Bill To:
Rajipo 1921 LLC
1921 Dover Road
Epsom, NH 03234

September 22, 2023
Project No.: SMNB0002
Invoice No.: 14323

PROJECT LOCATION:

Epsom Circle Market
1921 Dover Road
Epsom, New Hampshire
NHDES Site No. 199104001, Project No. 2862, LUST

DESCRIPTION OF SERVICES:

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

- Collected groundwater samples from 3 monitoring wells; and
- Prepared and submitted the August 2023 Data Transmittal to NHDES electronically.

Billing is on a time and materials basis in accordance with the NHDES approved Work Scope Authorization dated March 6, 2023.

DESCRIPTION	RATE	UNITS	AMOUNT
Groundwater Sampling - 2nd Round			
Project Engineer/Geologist/Scientist	\$105.00/Hour	9.50	\$997.50
Pickup Truck	\$90.00/Half Day	2.00	\$180.00
Interface Probe	\$30.00/Day	1.00	\$30.00
Misc. Field Supplies	\$30.00/Day	1.00	\$30.00
Bailers	\$13.00/Each	3.00	\$39.00
		Subtotal	\$1,276.50
Data Transmittal			
Principal Engineer/Geologist	\$195.00/Hour	1.00	\$195.00
Project Engineer/Geologist/Scientist	\$105.00/Hour	7.00	\$735.00
Administration	\$75.00/Hour	1.00	\$75.00
		Subtotal	\$1,005.00
DIRECT EXPENSES			
Laboratory Analytical			
Pace Analytical Services, LLC Invoice No. 23H3715	\$360.00	Cost Plus 15.00%	\$414.00
		Subtotal	\$414.00
AMOUNT DUE THIS INVOICE			\$2,695.50

WILCOX & BARTON, INC.
INVOICE NO. 14323
TIME BY JOB DETAIL
AUGUST 17, 2023 THROUGH SEPTEMBER 13, 2023

Date	Name	Duration	Rate	Total	Notes
Rajipo 1921 LLC : SMNB0002.5 (Groundwater Sampling - 2nd Round)					
Professional Staff: Project Engineer/Geologist/Scientist					
8/17/2023	Arold, Madeleine B.	0.25	\$105.00	\$26.25	Discuss 2nd sampling event SOW
8/17/2023	Booth, Rachel M.	0.50	\$105.00	\$52.50	create SOW
8/22/2023	Arold, Madeleine B.	0.75	\$105.00	\$78.75	Review SOW and send to field personnel
8/23/2023	Beneat, Cait D.	8.00	\$105.00	\$840.00	GW sampling 3 MWs
Total Professional Staff: Project Engineer/Geologist/Scientist		9.50		\$997.50	
Total Rajipo 1921 LLC : SMNB0002.5		9.50		\$997.50	
Rajipo 1921 LLC : SMNB0002.6 (Data Transmittal)					
Professional Staff: Principal Engineer/Geologist					
9/13/2023	Barton, Russell W.	1.00	\$195.00	\$195.00	CR ok to submit
Total Professional Staff: Principal Engineer/Geologist		1.00		\$195.00	
Professional Staff: Project Engineer/Geologist/Scientist					
8/24/2023	Perry, Devin F.	0.25	\$105.00	\$26.25	Review and pdf gauging table
8/28/2023	Nucci, Michelle M.	1.00	\$105.00	\$105.00	draft piezo
8/30/2023	Arold, Madeleine B.	0.50	\$105.00	\$52.50	Post/assign lab entry and DT text
8/31/2023	Nucci, Michelle M.	0.25	\$105.00	\$26.25	enter GW data.
8/31/2023	Booth, Rachel M.	2.25	\$105.00	\$236.25	review gw table, complete DT text
9/13/2023	Arold, Madeleine B.	2.75	\$105.00	\$288.75	Review DT; send for upload and to client
Total Professional Staff: Project Engineer/Geologist/Scientist		7.00		\$735.00	
Professional Staff: Administration					
9/13/2023	Kearns, Coleen A.	1.00	\$75.00	\$75.00	August Data Transmittal-Elec Submittal
Total Professional Staff: Administration		1.00		\$75.00	
Total Rajipo 1921 LLC : SMNB0002.6		9.00		\$1,005.00	
Total Rajipo 1921 LLC		18.50		\$2,002.50	



INVOICE

39 Spruce Street * East Longmeadow, MA 01028 * FAX 413/525-6405 * TEL. 413/525-2332

Invoice To:

Accounts Payable
Wilcox & Barton
1B Commons Drive, Unit 12B
Londonderry, NH 03053

Invoice Number

23H3715 -57

Remit To:

Accounts Receivable
Pace Analytical Services, LLC
P.O. Box 684056
Chicago, IL 60695-4056

PO Number**Received**

08/24/23

Project

W&B NH Reimbursement Projects -
Madeleine Arold

Client

Madeleine Arold
Wilcox & Barton

Client Code: 57-101037

Terms

NET 30
A Service charge of 1.5% per month
will be added to delinquent accounts.

Project Number

SMNB0002

Location

1921 Dover Rd., Epsom, NH

Project Manager

Kaitlyn A. Feliciano

Work Order(s)

23H3715

Quantity	Analysis/Description	Matrix	Price	%Surcharge	Unit Cost	Extended Cost
Pace New England						
3	8260 Standard [5 day]	Water	\$120.00	0	\$120.00	\$360.00

Invoice Total: \$360.00

If paying by credit card, a 2.5% surcharge of \$9.00 will be assessed, PAY \$369.00

*Credit Card Transactions may be subject to a 2.5% surcharge. Debit and ACH/e-checks incur no additional fees.
Please visit our on-line portal at https://login.unitedtranzactions.com/obp/pace_analytical should you wish to make your
payment via secure website.*

SMNB0002.7
2nd sampling event (ISC)
Approved
M. Arold 9/18/2023

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.

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****

Facility Name: Epsom Circle Market	NHDES No.: 199104001
Location Address: 1921 Dover Road	UST/AST Fac. ID#: 111376
Location Town: Epsom	Project Type: LUST 2862
Facility Owner: Rajipo 1921 LLC	Project Phase: ISC
Dates of Work: Winter 2022	Consultant: Wilcox & Barton, Inc.
	Contractor: New England Boring Contractors

Task Summary: Prepare WSA, proposed boring plan, solicit bids from contractors, Dig Safe pre-mark and e-ticket submittal, review historical site documents, project coordination.

Description	Unit Basis (1)	Rate (1)	# Units	Estimated Cost
Wilcox & Barton, Inc.				
Principal Geologist	hour	\$195.00	1	\$195.00
Senior Engineer	hour	\$160.00	2	\$320.00
Project Geologist/Engineer	hour	\$105.00	6	\$630.00
Administration	hour	\$75.00	0.5	\$37.50
Field Supplies	day	\$30.00	1	\$30.00
Pickup Truck	1/2 day	\$90.00	1	\$90.00
Task total:				\$1,302.50

Task Summary: Completion of 3 monitoring wells to approximately 15 feet bgs using hollow stem auger techniques. *

The borings will be sampled continuously with a PID. Up to one soil sample will be collected from each of the 3 boring locations at the depth interval exhibiting the highest PID reading or at the observed water table. Additionally, Wilcox & Barton, Inc. personnel will develop and survey the new MWs immediately after installation. Soil samples will be submitted for analysis of VOCs by EPA Method 8260 and TPH-GRO by EPA Method 8015. A drinking water sample will be collected from the on-site well for analysis of VOCs by EPA Method 524.2.

Description	Unit Basis (1)	Rate (1)	# Units	Estimated Cost
Wilcox & Barton, Inc.				
Senior Geologist/Engineer	hour	\$160.00	2	\$320.00
Project Geologist/Engineer/Scientist	hour	\$105.00	12	\$1,260.00
PID	day	\$100.00	1	\$100.00
Water Level Meter	day	\$18.00	1	\$18.00
Pump - well development	day	\$46.00	1	\$46.00
Pickup Truck	1/2 day	\$90.00	2	\$180.00
Field Supplies	day	\$30.00	1	\$30.00
Survey Equipment	1/2 day	\$45.00	1	\$45.00
Drilling Services				
See Attached Estimate	event	\$3,650.00	1	\$3,650.00
Drilling Markup - 15%	%	\$3,650.00	0.15	\$547.50
Task total:				\$6,196.50

*Discuss the well locations with NHDES before proceeding.

Task Summary: Wilcox & Barton, Inc. will gauge, purge, and sample the 3 newly installed monitoring wells

for VOCs by EPA Method 8260 using standard purging and sampling techniques with disposable bailers. The sampling event will be completed at least 2 weeks following installation. The on-site well will be sampled for VOC analysis by EPA Method 524.2.

Description	Unit Basis (1)	Rate (1)	# Units	Estimated Cost
Wilcox & Barton, Inc.				
Senior Engineer	hour	\$160.00	1	\$160.00
Project Geologist/Engineer/Scientist	hour	\$105.00	8	\$840.00
Bailers	each	\$13.00	3	\$39.00
Field Supplies	day	\$30.00	1	\$30.00
Oil/Water Interface Probe	day	\$30.00	1	\$30.00
Pickup Truck	1/2 day	\$90.00	2	\$180.00
Task total:				\$1,279.00

Task Summary: Preparation of an Initial Site Characterization Report. The report will include site information, boring logs and monitoring well construction details, analytical tables, site/piezometric plans, 500-foot receptor table, recommendations for additional investigation or remediation as appropriate, and electronic submittal of report.

Description	Unit Basis (1)	Rate (1)	# Units	Estimated Cost
Wilcox & Barton, Inc.				
Principal Geologist	hour	\$195.00	1	\$195.00
Senior Engineer	hour	\$160.00	6	\$960.00
Project Geologist/Engineer/Scientist	hour	\$105.00	20	\$2,100.00
Administration	hour	\$75.00	1	\$75.00
Task total:				\$3,330.00

Task Summary: Wilcox & Barton, Inc. will sample the 3 monitoring wells 90 days following the first sampling event for VOCs by EPA Method 8260 using standard purging and sampling techniques with disposable bailers.

Description	Unit Basis (1)	Rate (1)	# Units	Estimated Cost
Wilcox & Barton, Inc.				
Senior Engineer	hour	\$160.00	1	\$160.00
Project Geologist/Engineer/Scientist	hour	\$105.00	8	\$840.00
Bailers	each	\$13.00	3	\$39.00
Field Supplies	day	\$30.00	1	\$30.00
Oil/Water Interface Probe	day	\$30.00	1	\$30.00
Pickup Truck	1/2 day	\$90.00	2	\$180.00
Task total:				\$1,279.00

Task Summary: Wilcox & Barton, Inc. will prepare a Data Transmittal summarizing the results of the 90-day event. The report will include updated analytical tables and piezometric plan.

Description	Unit Basis (1)	Rate (1)	# Units	Estimated Cost
Wilcox & Barton, Inc.				
Principal Geologist	hour	\$195.00	1	\$195.00
Senior Engineer	hour	\$160.00	2	\$320.00
Project Geologist/Engineer/Scientist	hour	\$105.00	4	\$420.00
Administration	hour	\$75.00	1	\$75.00
Task total:				\$1,010.00

Task Summary: Laboratory Analysis

DES Approved 24 HR Turnaround?					
Description	Unit Basis (1)	Rate (1)	# Units	Y/N	Estimated Cost
Laboratory Analysis of DW Samples (2 Rounds)					
VOCs (Method 524.2)	each	\$120.00	2	N	\$240.00
Markup - 15%	%	\$240.00	0.15	N	\$36.00
				Subtotal	\$276.00
Laboratory Analysis of Soil Samples					
VOCs (Method 8260) & TPH-GRO (Method 8015)	each	\$240.00	3	N	\$720.00
Markup - 15%	%	\$720.00	0.15	N	\$108.00
				Subtotal	\$828.00
Laboratory Analysis of GW Samples (2 Rounds)					
VOCs (Method 8260)	each	\$120.00	6	N	\$720.00
Markup - 15%	%	\$720.00	0.15	N	\$108.00
				Subtotal	\$828.00
Task total:					\$1,932.00
Total All Services:					\$16,329.00

Owner's Representative: _____

Russ Barton 3/1/2023

(signature/date)

NHDES Approval: _____

Stan Bonis 6 March 2023

(signature/date)

Renee S Strondak

(1) Refer to the NH Petroleum Reimbursement Fund web page for information on current applicable unit-based costs and rates.
<https://www.des.nh.gov/business-and-community/loans-and-grants/petroleum-reimbursement-fund>

APPROVED
 By Renee Strondak at 1:06 pm, Mar 06, 2023

A report documenting the approved work must be provided to NHDES by: 6-6-2023

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