

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

DATE: 10/16/18

CONTRACT #: 8002402

NIGP CODE: 926-9100

CONTRACT FOR: Underground Storage Tank Testing Services

CONTRACTOR: Spiller Tank Services, LLC d/b/a Tank Testing Services of New England

VENDOR CODE #: 207308

SUBMITTED FOR ACCEPTANCE BY:



PAUL RHODES, ADMINISTRATOR III
BUREAU OF PURCHASE AND PROPERTY

DATE 10/16/18

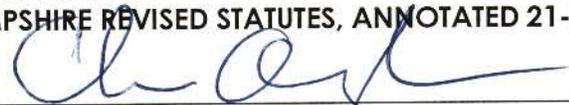
APPROVED FOR ACCEPTANCE BY:



GARY LUNETTA, DIRECTOR
DIVISION OF PROCUREMENT & SUPPORT SERVICES

DATE 10/16/18

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



CHARLES M. ARLINGHAUS, COMMISSIONER
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 10/16/18

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Subject: Underground Storage Tank Testing Services

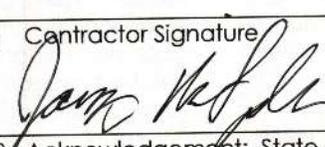
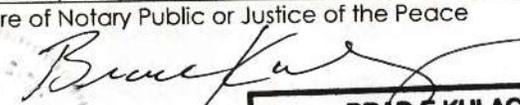
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Administrative Services		1.2 State Agency Address 25 Capitol Street Concord, NH 033301	
1.3 Contractor Name Spiller Tank Services, LLC; d/b/a Tank Testing Services of New England		1.4 Contractor Address 51 Silkwood Ave D2 Belmont, NH 03220	
1.5 Contractor Phone Number 603-393-6507	1.6 Account Number Various	1.7 Completion Date October 1, 2021	1.8 Price Limitation \$300,000.00
1.9 Contracting Officer for State Agency Paul A. Rhodes		1.10 State Agency Telephone Number 603-271-3350	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory JAMES M. SPILLER; MANAGER	
1.13 Acknowledgement: State of _____, County of _____ On <u>October 12, 2018</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace 			
1.13.2 Name and Title of Notary or Justice of the Peace <div style="border: 2px solid black; padding: 5px; display: inline-block; text-align: center;"> BRAD E. KULACZ ★ NOTARY PUBLIC - NEW HAMPSHIRE ★ My Commission Expires February 7, 2023 </div>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Charles M. Arlinghaus, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: _____ On: _____			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

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

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

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

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

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

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

EXHIBIT A
SCOPE OF SERVICES

1. INTRODUCTION

Spiller Tank Services, LLC; d/b/a Tank Testing Services of New England (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with Underground Storage Tank Testing Services in accordance with the bid submission in response to State Request for Bid #2123-19 and as described herein.

2. CONTRACT DOCUMENTS

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

- a. State of New Hampshire Terms and Conditions, General Provisions Form P-37
- b. EXHIBIT A Scope of Services
- c. EXHIBIT B Payment Terms
- d. EXHIBIT C Special Provisions
- e. EXHIBIT D RFB 2123-19

3. TERM OF CONTRACT

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

The Contract may be extended for an additional two (2) one-year terms thereafter under the same terms, conditions and pricing structure upon the mutual agreement between the Contractor and State, and with the approval of the Commissioner of the Department of Administrative Services.

The maximum term of the Contract (including all extensions) cannot exceed five (5) years.

4. SCOPE OF WORK

The Contractor shall work on an on-call basis and shall be available to provide work schedules to the State within five (5) business days of the request and test equipment as outlined in Sections 02101 through 02103 within fifteen (15) days of this request.

All work performed under this Contract shall be conducted in accordance with the State of New Hampshire, Department of Environmental Services ("NHDES") Underground Storage Tank Facilities (Env-Or 400), Recovery of Gasoline Vapors (Env-Or 500), and other applicable Federal and State regulations (or latest versions). All tasks described herein shall be completed by International Code Council ("ICC") certified testers, as appropriate. The Contractor shall provide a list of all certifications and certified personnel (name, ICC#, etc.) intended to work under this Contract for approval by the State. Only personnel on the State approved list can perform work. New personnel and sub-contractors can be added to the approved list only with prior written approval by the State.

The Contractor shall submit to the State a written health and safety program manual within twenty-one (21) days of notification of award. This program manual shall include, but not necessarily limited to, company safety policies, safe work practices, emergency procedures and contact information,

standard forms and checklists, and recent company safety statistics. These statistics shall include the Contractor's most recent Experience Modification Rate ("EMR") and Total Recordable Incident Rate ("TRIR").

If the Contractor's reported EMR or TRIR are significantly higher than industry averages, the State reserves the right to require the Contractor submit additional safety information or put additional safety procedures in place while working on State projects.

In addition, the Contractor shall prepare a project specific site Health and Safety Plan ("HASP"). When applicable, the HASP shall be prepared in accordance with Occupational Safety and Health Administration ("OSHA") requirements. The plan shall include all State site specific safety policies and procedures. All Contractor site personnel will be required to read and sign the HASP. The plan shall include, but not be limited to, the following:

- All applicable safety rules and regulations;
- Site and task specific emergency procedures; and
- The use of equipment and procedures for testing to ensure a vapor-free working environment.

The Contractor shall conduct and document daily safety meetings. Safety rules may not cover every job situation. Good judgment by the Contractor will dictate any additional precautions as necessary.

The Contractor shall be knowledgeable in the mechanical and electrical operation of fuel transfer and dispensing equipment and be responsible for taking appropriate safety precautions before beginning any work on fuel systems include but not limited to the following fire code requirements:

- Shut off all electrical power to dispensing devices, the pump servicing the dispenser, and to all associated control circuits at the main electrical disconnect;
- Close the emergency shutoff valve for the product line below the dispense;
- Relieve the pressure on the dispenser by depressing the nozzle trigger and emptying residual hose contents into a safety container; and
- Prevent all vehicle traffic and unauthorized persons from coming within twenty (20) feet of the dispensing device(s).

The Contractor shall provide, erect, and maintain all necessary barricades for safety and protection of pedestrian and vehicular traffic during construction involving excavations, holes, electrical equipment, pumps, piping, tanks, etc.

The Contractor shall be responsible for the removal of any waste products generated during the testing process, in accordance with State and Federal regulations. The Contractor shall contact the State Agency to discuss waste disposal options should any residual fuels or sludge be generated as part of the work. No waste fuel shall be disposed of until a determination has been made regarding the appropriate disposal method.

The Contractor is to forward to the State within twenty-one (21) calendar days from the time of project and/or work order completion, close-out documentation. If the documents are not received in this time period, the Contractor could be considered in default.

1. Section 02101 – Annual Leak Monitoring Testing

Section includes:

AW
10/12/18

Description;
Testing Specifications; and
Reporting.

1.1. Description

This section provides standard specifications and protocols for conducting annual leak monitor testing for underground storage tank ("UST") systems with secondary containment.

1.2. Testing Specifications

NHDES *Underground Storage Tank Facilities Env-Or 400* requires that all UST leak monitoring equipment be tested annually. Leak monitor testing at the State tank facilities shall be conducted in accordance with Env-Or 406.20 and manufacturer's recommendations. All testers shall be properly trained and manufacturer certified to conduct testing and must verify that the leak monitoring equipment is functioning in accordance with the original design function and within manufacturer's requirements.

Annual leak monitor tests shall verify, at a minimum, the following conditions:

- Leak monitor console assignments are correctly programmed and labeled. Included shall be verification that the NHDES required sensor or probe legend is posted at the monitoring console and correct;
- Tank and piping sensors or probes are present and positioned in accordance with manufacturer's requirements;
- Brine level in the interstitial space is within the manufacturer's operating range (if applicable);
- All secondary containment is free of debris, water, and regulated substance;
- All sensors or probes are in good condition, inspected, manually tested, confirmed operational;
- Audible alarms are present and operational;
- Visual alarms are present and operational. Where installed, the proper operation of remote annunciator strobe lights shall be verified;
- Verify that the communication system, for example a modem, is operational for leak monitoring systems and shall relay alarms to appropriate personnel and/or remote location(s) (if applicable); and
- All secondary containment is continuously monitored (if applicable).

1.3. Reporting

The Contractor shall submit the qualifications of the technicians performing the leak monitor testing within three (3) days of an authorization to proceed and in all cases before beginning any work.

Annual leak monitoring test results for State UST systems shall be reported on NHDES' "Annual Leak Monitoring and Overfill Protection Test Form for Underground or Aboveground Storage Tank Systems", "Annual Automatic Tank Gauge ("ATG") Test Form for Underground Storage Tank Systems without Secondary Containment", or another representative form that includes the information required by Env-Or 406.13. The forms shall be completed in their entirety and ready for submittal to the NHDES. The Contractor shall confirm that the tank numbers reported on these forms are agreement with active tank numbers as they are recorded in NHDES' One Stop Data and Information System. The State shall be provided with two (2) forms signed by the certified technician that performed the work per system tested within fifteen (15) days of

the date of the test(s). The State will submit all forms to the NHDES within thirty (30) days of the date of the test(s) per Env-Or 400.

Any testing that results in the finding of an "Unusual Operating Condition" as defined in Env-Or 402.59, shall be reported to the State Agency by e-mail and telephone within twelve (12) hours of discovery.

2. Section 02102 – Overfill Prevention Device Testing

Section includes:

Description;

Testing Specifications; and

Reporting.

2.1. Description

This section provides standard specifications and protocols for conducting overfill prevention device testing for UST systems.

2.2. Testing Specifications

NHDES *Underground Storage Tank Facilities Env-Or 400* requires that all UST overfill prevention devices be tested triennially. Overfill prevention device testing at the State tank facilities shall be conducted in accordance with Env-Or 406.18 and manufacturer's recommendations. All testers shall be properly trained and manufacturer certified to conduct testing and must verify that the overfill prevention device is functioning in accordance with the original design function and within manufacturer's requirements.

Overfill prevention device tests shall verify, at a minimum, the following conditions:

- Overfill model number and manufacturer's name;
- Test results;
- The overfill console, if equipped, is correctly programmed and labeled;
- The overfill device tank sensor is positioned in accordance with the activation height requirements of Env-Or 405.06 (c) and manufacturer's requirements;
- The overfill device sensor was visually inspected and confirmed operational by manually simulating an overfill condition per State's and manufacturer's requirements;
- The audible alarm, if equipped, is operational and can be heard by delivery person; and
- The visual alarm, if equipped, is operational and can be seen by delivery person.

2.3. Reporting

The Contractor shall submit the qualifications of the technicians performing the overfill prevention device testing within three (3) days of an authorization to proceed and in all cases before beginning any work.

Overfill prevention device test results for State UST systems shall be reported on a NHDES' form or another representative form that includes the information required by Env-Or 406.13. The forms shall be completed in their entirety and ready for submittal to the NHDES. The Contractor shall confirm that the tank numbers reported on these forms are in agreement with the active tank numbers as they are recorded in NHDES' One Stop Data and Information System. The State shall be provided with two (2) forms signed by the certified technician that performed the work per system tested within fifteen (15) days of the date of the test(s). The State will submit all forms to the NHDES within thirty (30) days of the date of the test(s) per Env-Or 400.

Any testing that results in the finding of an "Unusual Operating Condition" as defined in Env-Or 402.59, shall be reported to the State Agency by e-mail and telephone within twelve (12) hours of discovery.

3. Section 02103 – Tightness Testing and Reporting

Section includes:

Description;
General Tightness Testing Specifications;
Tank Tightness Testing Specifications;
Piping Tightness Testing Specifications;
Sump Tightness Testing Specifications;
Spill Containment Integrity Testing Specifications; and
Reporting.

3.1. Description

This section provides standard specification and protocols for tightness testing UST, piping – primary and/or secondary, containment sumps*, and spill containment at State facilities. Tightness testing activities included in this section shall include all labor and materials required to conduct a complete tightness test and preparation of State required reporting documentation.

* "Containment Sump" may also be referred to as a sump, piping sump, transition sump, intermediate sump, dispenser sump, under dispenser sump, under dispenser containment, or piping vault.

3.2. General Tightness Testing Specifications

Specific NHDES citations for tightness testing listed in 02103-3.4 through 02103-3.7 shall apply to the test(s) required until an unusual operating condition appears and/or is detected, or a tightness test failure occurs then any further testing shall be done in accordance with this section. Tightness testing for a UST system or system component(s) shall be in accordance with NHDES *Underground Storage Tank Facilities Env-Or 406.11 through Env-Or 406.13*, and manufacturer's requirements. A failed tightness test requires the Contractor to follow *Env-Or 406.14* and perform the proper notifications.

3.3. Tank Tightness Testing Specifications

The Contractor shall conduct tank tightness testing in accordance with NHDES *Underground Storage Tank Facilities Env-Or 406.24* and manufacturer's requirements, or other approved test method. Tank tightness shall be conducted by a manufacturer certified technician in accordance with State regulations. The Contractor shall maintain current certifications and shall supply the State with copies of manufacturer certifications upon award of this contract.

Prior to conducting tank tightness testing, the Contractor shall isolate the tank from all systems piping. Tank tightness tests shall be capable of detecting a system leak rate of at least 0.10 gallon per hour with a probability of detection of 0.95 and probability of false alarm of 0.05. A test result of 0.10 gallon per or greater shall indicate a tank tightness test failure. In the event that a tank fails tightness testing, the Contractor shall notify the State Agency immediately.

The Contractor shall use the following recommended testing protocols, unless alternative protocols are approved by the State:

- Unleaded Gasoline – the pressure decay test is acceptable as specified in Env-Or 504.10(a)(2) and Env-Or 504.10(b); and
- Diesel – shall use a test method as specified in Env-Or 406.11, an Estabrook tightness test is recommended.

3.4. Piping Tightness Testing Specifications

The Contractor shall conduct piping tightness testing in accordance with NHDES *Underground Storage Tank Facilities Env-Or 405.11* and manufacturer's requirements, or other approved test method. Piping tightness testing shall be conducted by a manufacturer certified technician in accordance with State regulations. The Contractor shall maintain current certifications and shall supply the State Agency with copies of manufacturer certifications upon award of this contract.

Prior to conducting piping tightness testing, the Contractor shall isolate the piping from the tank and, if applicable, the dispensers. Piping tightness shall be capable of detecting a system leak rate of at least 0.10 gallon per hour at 1.5 times the operating pressure. Piping tightness testing shall be conducted with a probability of leak detection of 0.95 and a probability of false alarm of 0.05. A test result of 0.10 gallon per hour or greater shall indicate a piping tightness test failure. In the event that a piping line fails tightness testing, the Contractor shall notify the State agency immediately.

3.5. Sump Tightness Testing Specifications

The Contractor shall conduct sump tightness in accordance with NHDES *Underground Storage Tank Facilities Env-Or 406.11 through Env-Or 406.13* and manufacturer's recommendations, or other approved test method. Sump tightness testing shall be conducted by a certified tank installer in accordance with State regulations. The Contractor shall maintain current tank installer certifications and shall supply the State with copies of the certifications upon award of this contract.

When conducting a hydrostatic sump tightness test, the Contractor shall fill the sump with an approved testing liquid to a level that is within one (1) inch of the top of the sump. The Contractor shall record liquid level measurements in accordance with manufacturer's recommendations for a minimum of three (3) hours. Piping sumps shall be tested without the sensors being submerged for an extended period of time. A loss of any amount of liquid from the sump during the test shall be considered a tightness failure. In the event that a tank sump fails hydrostatic tightness testing, the Contractor shall notify the State Agency immediately.

When conducting a vacuum sump tightness test, the Contractor shall clean inside of sump and ensure it is completely dry, ensure manway lid connection is tight and all pipework is sealed. If the chamber is bolted to a tank up-stand, ensure the bolts are tightened to the correct torque. Sumps shall be tested to manufacturer's specifications for vacuum testing. All sumps actively in use (product in the tank and the site is pumping fuel) shall be vented from a minimum of ten (10) minutes before the vacuum test can begin. A loss of any amount of vacuum from the sump and/or vacuum monitoring equipment indicates a test failure during the test and shall be considered a tightness failure. In the event that a tank sump fails vacuum tightness testing, the Contractor shall notify the State Agency immediately.

3.6. Spill Containment Integrity Testing Specifications

The Contractor shall conduct spill containment integrity tightness testing for all spill containment equipment without secondary containment and leak monitoring in accordance with NHDES *Underground Storage Tank Facilities Env-Or 406.19*, and manufacturer's

requirements, or other approved testing method. Spill containment integrity testing shall be conducted by a certified tank installer in accordance with State regulations. The Contractor shall maintain current tank installer certifications and shall supply the State with copies of the certifications upon award of this contract.

When conducting a spill containment integrity test, the Contractor shall fill the spill containment/bucket with an approved testing liquid to a level that is to the top of the spill bucket. The Contractor shall record liquid level measurements in accordance with manufacturer's recommendations for a minimum of one (1) hour. A loss of any amount of liquid from the spill bucket during the test shall be considered an integrity failure.

3.7. Reporting

The Contractor shall submit the qualifications of the technicians performing the tightness testing with three (3) days of an authorization to proceed and in all cases before beginning any work.

The Contractor shall provide the State with results/testing documentation no than fifteen (15) days after the test was conducted. Testing reports shall be prepared in accordance with Env-Or 406.13 and shall include at a minimum the following:

- Facility name, location, and registration number;
- Test type and tanks or systems tested;
- Testing procedures and duration time;
- Copies of field technician's testing records;
- Testing completion date and time; and
- Test results signed by the certified technician that performed the work.

3.7.1. Tank Tightness Testing Reporting

Tank tightness test results for State UST systems shall be reported on a NHDES' *Tank and Piping Tightness Testing Form for AST and UST Systems*, or another representative form that includes the information required by Env-Or 406.13. The forms shall be completed in their entirety and ready for submittal to NHDES. The Contractor shall confirm that the tank numbers reported on these forms are in agreement with the active tank numbers as they are recorded in NHDES' One Stop Data and Information System. The State shall be provided with two (2) forms signed by the certified technician that performed the work per system tested within fifteen (15) days of the date of the test(s). The State will submit all forms to NHDES within thirty (30) days of the date of the test(s) per Env-Or 400.

3.7.2. Piping Tightness Testing Reporting

Piping tightness test results for State UST systems shall be reported on a NHDES *Tank and Piping Tightness Testing Form for AST and UST Systems*, or another representative form that includes the information required by Env-Or 406.13. The forms shall be completed in their entirety and ready for submittal to the NHDES. The Contractor shall confirm that the tank numbers reported on these forms are in agreement with the active tank numbers as they are recorded in NHDES' One Stop Data and Information System. The State shall be provided with two (2) forms signed by the certified technician that performed the work per system tested within fifteen (15) days of the date of the test(s). The State will submit all forms to the NHDES within thirty (30) days of the date of the test(s) per Env-Or 400.

3.7.3. Sump Tightness Testing

Sump tightness test results for State UST systems shall be reported on a NHDES form or another representative form that includes the information required by Env-Or 406.19 (d) & (e). The forms shall be completed in their entirety and ready for submittal to the NHDES. The Contractor shall confirm that the tank numbers reported on these forms are in agreement with the active tank numbers as they are recorded in NHDES' One Stop Data and Information System. The State shall be provided with two (2) forms signed by the certified technician that performed the work per system tested within fifteen (15) days of the date of the test(s). The State will submit all forms to the NHDES within thirty (30) days of the date of the test(s) per Env-Or 400.

3.7.4. Spill Containment Integrity Testing

Spill containment integrity tightness test results for State UST systems shall be reported on a NHDES form or another representative form that includes the information required by Env-Or 406.19(d) & (e). The forms shall be completed in their entirety and ready for submittal to the NHDES. The Contractor shall confirm that the tank numbers reported on these forms are in agreement with the active tank numbers as they are recorded in NHDES' One Stop Data and Information System. The State shall be provided with two (2) forms signed by the certified technician that performed the work per system tested within fifteen (15) days of the date of the test(s). The State will submit all forms to the NHDES within thirty (30) days of the date of the test(s) per Env-Or 400.

Any testing that results in the finding of an "Unusual Operating Condition" as defined in Env-Or 402.59, shall be reported to the State Agency by e-mail or telephone within twelve (12) hours of discovery.

Examples of unusual operating conditions (Env-Or 406.10(b)) shall include but are not limited to:

- Erratic behavior of dispensing equipment, the stage I system or stage II system, or overflow protection equipment;
- Water gain or loss in a tank, sump, or system component that might indicate a problem with system tightness;
- A monitoring system indicates that a leak might have occurred;
- Petroleum vapors or vapors of a hazardous substance are detected near the UST system;
- The UST vent stack, is bent or angled from the vertical position;
- Visual evidence of system component deterioration is present;
- The UST system is overfilled; and
- Any other evidence that a UST system is not liquid or vapor tight.

4. Section 02104 – Stage I and Stage II Inspection and Testing

Section includes:

Description: Inspection Specifications;
Testing Specifications; and
Reporting.

4.1. Annual Stage I Maintenance Inspection

NHDES *Recovery of Gasoline Vapors Env-Or 500* requires that all Stage I equipment be inspected annually. Stage I inspections at State tank facilities shall be conducted in accordance with Env-Or 504.06 and manufacturer's recommendations. All inspectors shall be properly trained in Stage I systems and must verify that the vapor recovery equipment is

functioning in accordance with the original design function and within manufacturer's requirements.

4.2. Stage I Testing Specifications

NHDES *Recovery of Gasoline Vapors Env-Or 500* requires that all Stage I equipment must be tested when two (2) monthly maintenance inspections have not been completed, the annual maintenance inspection has not been completed or the Stage I system is not operating properly. Stage I testing at State tank facilities shall be conducted in accordance with Env-Or 504.07 & Env-Or 504.08 and manufacturer's recommendations. All testers shall be certified to perform the tests on Stage I systems and must verify that the vapor recovery equipment is functioning in accordance with the original design function and within manufacturer's requirements. The Contractor shall coordinate a schedule with the requesting Agency, such that the Agency notify NHDES at least seven (7) working days prior to performing the test of the planned test date, test time.

4.3. Pressure Decay and Pressure/Vacuum Vent Cap Testing (Stage II)

NHDES *Recovery of Gasoline Vapors Env-Or 500* requires that all decommissioned Stage II sites must continue to comply with the pressure decay and PV vent cap pressure and vacuum testing requirements of Env-Or 505.10 through Env-Or 505.12 for all equipment that remains in place. Pressure decay and pressure/vacuum vent cap testing at State tank facilities shall be conducted in accordance with Env-Or 504.09 & Env-Or 504.10 and manufacturer's recommendations. All testers shall be certified to perform the tests on Stage II systems and must verify that the vapor recovery equipment is functioning in accordance with the original design function and within manufacturer's requirements. The Contractor shall coordinate a schedule with the requesting Agency, such that the Agency notify NHDES in writing at least seven (7) days prior to performing the test of the planned test date, test time.

4.4. Reporting

4.4.1. Annual Stage I Maintenance Inspection Reporting

Stage I inspection results for State vapor recovery systems shall be reported on NHDES' *Yearly Maintenance Inspections of Vapor Recovery System for AST/UST Gasoline Dispensing Facilities* as appropriate, or another representative form that includes the information. The form shall be completed in its entirety and ready for submittal to the NHDES. The Contractor shall confirm that the tank numbers reported on these forms are in agreement with the active tank numbers as they are recorded in NHDES' One Stop Data and Information System. The State Agency shall be provided within two (2) forms signed by the certified technician that performed the work per system tested within fifteen (15) days of the date of the inspection(s). The State will submit all forms to the NHDES within thirty (30) days of the date of the test(s) per Env-Or 500.

4.4.2. Stage I Testing Reporting

Stage I testing results for State UST systems shall be reported on a representative form that includes the information required by Env-Or 506.03(a-d) and the results of the test. The form shall be completed in their entirety and ready for submittal to the NHDES. The Contractor shall confirm that the tank numbers reported on these form are in agreement with the active tank numbers as they are recorded in NHDES' One Stop Data and Information System. The State shall be provided with two (2) forms signed by the certified technician that performed the work per system tested within fifteen (15) days of the date

of the test(s). The State will submit all forms to the NHDES within thirty (30) days of the date of the test(s) per Env-Or 500.

4.4.3. Pressure/Vacuum Vent Cap Testing Reporting

Pressure/vacuum vent cap/Stage II test results for State UST Systems shall be reported on a NHDES' *Stage II – System Testing Documentation Form*, or another representative form. The forms shall be completed in their entirety and ready for submittal to the NHDES. The Contractor shall confirm that the tank numbers reported on these forms are in agreement with the active tank numbers as they are recorded in NDHES' One Stop Data and Information System. The State shall be provided with two (2) forms signed by the certified technician that performed the work per system tested within fifteen (15) days of the date of the test(s). The State will submit all forms to the NHDES within thirty (30) days of the date of the test(s) per Env-Or 500.

Any testing that results in the finding of an "Unusual Operating Condition" as defined in Env-Or 402.59, shall be reported to the State Agency by e-mail and telephone within twelve (12) hours of discovery.

All services performed under this Contract(s) shall be performed between the hours of 8:00 A.M. and 4:00 P.M. unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas. No premium charges will be paid for any off-hour work.

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

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

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

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

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

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

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

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

5. TERMINATION

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

6. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR

The Contractor shall provide all services strictly pursuant to, and in conformity with, the specifications described in State RFB #2123-19, as described herein, and under the terms of this Contract.

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

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

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

8. INSURANCE

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

9. CONFIDENTIALITY & CRIMINAL RECORD

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

**EXHIBIT B
PAYMENT TERMS**

1. CONTRACT PRICE

The Contractor hereby agrees to provide underground storage tank testing services in complete compliance with the terms and conditions specified in Exhibit A for an amount up to and not to exceed a price of \$300,000.00; this figure shall not be considered a guaranteed or minimum figure; however it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37 Block 1.7.

2. PRICING STRUCTURE

COUNTY:	Belknap	Carroll	Cheshire	Coös	Grafton	Hillsborough	Merrimack	Rockingham	Stafford	Sullivan
	COST PER TEST									
Sec. 02101 Annual Leak Monitoring Testing for One Tank Per Specifications	\$50.00	\$50.00	\$50.00	\$75.00	\$25.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00
Sec. 02101a Annual Leak Monitoring Testing for Each Additional Tank at the Same Facility	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00
Sec. 02102 Conduct Overfill Prevention Device Testing for One Tank per specifications	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00
Sec. 02102a Overfill Prevention Device Testing per specifications, for Each Additional Tank at the Same Facility	\$25.00	\$25.00	\$25.00	\$50.00	\$40.00	\$25.00	\$25.00	\$50.00	\$30.00	\$30.00

Contractor Initials *JMS*
Date *1/10/18*

Sec. 02103-3.3 Conduct Tank Tightness Testing for One Tank per specifications	\$800.00	\$800.00	\$850.00	\$850.00	\$800.00	\$750.00	\$750.00	\$800.00	\$750.00	\$750.00
Sec. 02103-3.3a Tank Tightness Testing for Each Additional Tank at the Same Facility	\$300.00	\$300.00	\$350.00	\$350.00	\$300.00	\$300.00	\$300.00	\$300.00	\$300.00	\$350.00
Sec. 02103-3.4 Conduct Piping Tightness Testing for One Tank per specifications	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00
Sec. 02103-3.4a Piping Tightness Testing for Each Additional Tank at the Same Facility	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00
Sec. 02103-3.5 Conduct Sump Tightness Testing for One Tank per specifications	\$900.00	\$900.00	\$950.00	\$950.00	\$900.00	\$850.00	\$850.00	\$900.00	\$850.00	\$900.00
Sec. 02103-3.5a Sump Tightness Testing for Each Additional Tank at the Same Facility	\$450.00	\$450.00	\$450.00	\$450.00	\$450.00	\$450.00	\$450.00	\$450.00	\$450.00	\$450.00
Sec. 02103-3.5.i Conduct Sump Tightness Testing for One DISPENSER per specifications	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00	\$500.00
Sec. 02103-3.5.ia Sump Tightness Testing for Each Additional DISPENSER at the Same Facility	\$350.00	\$350.00	\$350.00	\$350.00	\$350.00	\$350.00	\$350.00	\$350.00	\$350.00	\$350.00
Sec. 02103-3.6 Conduct Spill Containment Integrity Tightness Testing for One Tank per Specifications	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00

Contractor Initials *OK*
Date *10/17/18*

Sec. 02103-3.6a Spill Containment Integrity Testing for Each Additional Tank at the Same Facility	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	\$50.00
Sec. 02104-4.1 Conduct Annual Stage I Maintenance Inspection for One Gasoline Dispensing Facility per specifications	\$25.00	\$75.00	\$50.00	\$25.00	\$25.00	\$258.00	\$25.00	\$25.00	\$25.00	\$25.00
Sec. 02104-4.2 Conduct Stage I Vapor Recovery Testing for One Gasoline Dispensing Facility Per specifications	\$650.00	\$650.00	\$650.00	\$700.00	\$650.00	\$650.00	\$650.00	\$650.00	\$650.00	\$650.00
Sec. 02104-4.3 Conduct Pressure/Vacuum Vent Cap Testing for One Gasoline Dispensing Facility per specifications (pressure decay addressed in 02103-3.3)	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00	\$25.00

3. INVOICE

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

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

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

5. PAYMENT

Payments shall be made via ACH. Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury>

Contractor Initials *Red*

Date *10/17/18*

**EXHIBIT C
SPECIAL PROVISIONS**

There are no special provisions of this contract.

Contractor Initials AK
Date 11/12/18

EXHIBIT D

RFB #2123-19 is incorporated here within.

Contractor Initials OK
Date 10/2/18

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SPILLER TANK SERVICES, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on May 20, 2009. 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: **614109**

Certificate Number: **0004196922**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 12th day of October A.D. 2018.

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

William M. Gardner
Secretary of State

**CORPORATE ACTION BY CONSENT OF THE
SHAREHOLDER
OF
SPILLER TANK SERVICES, LLC**

As permitted by law, the undersigned Shareholders, being all of the Shareholders of the above corporation, unanimously adopt the following corporate action(s) without a meeting.

I. AUTHORIZATION OF CORPORATE ACTION. The Manager is duly authorized to sign the P-37 agreement to enter into a contract with the State of New Hampshire relative to RFB #2123-19 Contract - Underground Storage Tank Testing Services.



James Spiller
Manager

10/12/18

Date

State of NH
County of Merrimack

On this 12th day of October 2018 James Spiller known to me or proven to be the instrument subscriber, personally appeared before me and acknowledged that he executed the foregoing instrument.



Notary Public





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/12/2018

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

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

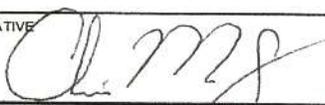
PRODUCER The Insurance Outlet 174 Court Street Laconia NH 03246-3643	CONTACT NAME: Chris McCarthy PHONE (A/C, No, Ext): (603) 527-8050 FAX (A/C, No): (888) 428-6326 E-MAIL ADDRESS: chris@the-insurance-outlet.com
	INSURER(S) AFFORDING COVERAGE INSURER A: Great American Ins Cos. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Spiller Tank Services LLC dba Tank Testing Services of New England 51 Silkwood Ave D-2 Belmont NH 03220	NAIC #

COVERAGES CERTIFICATE NUMBER: CL1562900340 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
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			02GL999628	06/30/2018	06/30/2019	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input checked="" type="checkbox"/> Pollution Liability						MED EXP (Any one person) \$ 0
	<input checked="" type="checkbox"/> Professional Liab						PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 2,000,000
<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC							PRODUCTS - COMP/OP AGG \$ 2,000,000
OTHER:							\$
AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident) \$
<input type="checkbox"/> ANY AUTO	<input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person) \$
<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS						BODILY INJURY (Per accident) \$
<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/>						PROPERTY DAMAGE (Per accident) \$
							\$
UMBRELLA LIAB							EACH OCCURRENCE \$
<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> OCCUR						AGGREGATE \$
<input type="checkbox"/> DED	<input type="checkbox"/> RETENTION \$						\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY							PER STATUTE OTH-ER
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)		Y/N					E.L. EACH ACCIDENT \$
If yes, describe under DESCRIPTION OF OPERATIONS below		<input type="checkbox"/> N/A					E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Description of Operations: Tank Testing Services

CERTIFICATE HOLDER paul.rhodes@nh.gov State of New Hampshire Administrative Services Paul Rhodes Bureau of Purchase & Property 25 Capitol Street Room 102 Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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