

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

DATE: 4/5/19

CONTRACT #: 8002509

NIGP CODE: 926*

CONTRACT FOR: Hazardous Waste Part II-Clean-Up

CONTRACTOR: SumCo Eco-Contracting, LLC

VENDOR CODE #: 218584

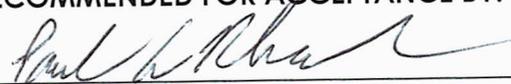
SUBMITTED FOR ACCEPTANCE BY:



JEFF HALEY, PURCHASING AGENT
BUREAU OF PURCHASE AND PROPERTY

DATE 4/5/19

RECOMMENDED FOR ACCEPTANCE BY:



PAUL RHODES, ADMINISTRATOR III
BUREAU OF PURCHASE AND PROPERTY

DATE 4/5/19

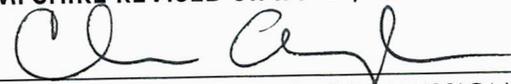
APPROVED FOR ACCEPTANCE BY:



GARY LUNETTA, DIRECTOR
DIVISION OF PROCUREMENT & SUPPORT SERVICES

DATE 4/5/19

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 4/8/19

Subject: Hazardous Waste Part II- Petroleum Clean-Up

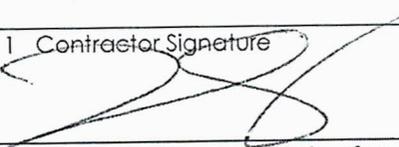
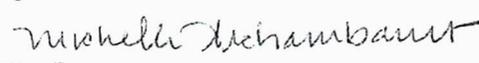
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 State House Annex 25 Capitol Street Concord, NH 03301	
1.3 Contractor Name SumCo Eco-Contracting, LLC		1.4 Contractor Address 2 Centennial Drive-suite 4D, Peabody, MA, 01960	
1.5 Contractor Phone Number 978-744-1515	1.6 Account Number Various	1.7 Completion Date June 30, 2021	1.8 Price Limitation \$700,000.00
1.9 Contracting Officer for State Agency Jeff Haley		1.10 State Agency Telephone Number 603-271-2202	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Travis Sumner, Manager	
1.13 Acknowledgement: State of Massachusetts County of Essex On <u>April 5, 2019</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace Michelle Archambault - Operations Coordinator			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Charles M. Arlinghaus, Commissioner	
Date: <u>4-8-19</u>			
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: _____			



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.

**EXHIBIT A
SCOPE OF SERVICES**

1. INTRODUCTION

SumCo Eco-Contracting, LLC (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 Hazardous Waste-Part II Petroleum Clean-up Services in accordance with the bid/proposal submission in response to State Request for Bid 2175-19 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 2175-19

3. TERM OF CONTRACT

This contract shall commence on April 1, 2019 or the date approved by the Commissioner of Administrative Services, whichever is later, and terminates on June 30, 2021, a period of approximately two (2) years.

4. SCOPE OF WORK

THIS CONTRACT IS FOR STATE USE ONLY. Any resulting contracts for State use shall be between the State and the successful vendor(s). Under the provisions of RSA 21-I:17, the successful vendor(s) may make additional procurement contracts available to counties, cities, towns, school districts, special districts or precincts, governmental sub-divisions, any non-profit Agency certified under the provisions of section 501 (C) (3) of the Federal Internal Revenue Code, "**Other Participants**" at terms and conditions mutually agreeable between the parties. The successful vendor(s) and Other Participants shall determine service and contract requirements. Any resulting contracts between the successful vendor(s) and Other Participants shall be considered separate from the State Contract(s). The State shall not be held liable for any contracts between the successful vendor(s) and Other Participants for the procurement of **HAZARDOUS WASTE – PART II – PETROLEUM CLEAN-UP SERVICES**. Any contract issues for Other Participants shall be handled between the successful vendor(s) and the Other Participants.

GENERAL TERMS AND CONDITIONS

- 1. Projects are to be quoted per occurrence to all Vendors awarded a contract based on the pricing in the Offer Section. Utilizing agency shall issue a detailed Scope of Work (SOW) through a Request for Quote (RFQ) to include all specifications of each individual project. The RFQ will be awarded to the lowest cost response meeting specifications.
- 2. Services are requested for the cleanup, disposal, recycling, or treatment of petroleum products discharged into the environment. These discharges can consist of but are not limited to: ruptured or leaking underground and/or above ground storage tanks, leaks from piping,

- h. transportation and disposal of collected free phase product, soils, sediments, and consumable materials used in the clean-up of a site;
- i. groundwater treatment through the use of activated carbon adsorption, air stripping, biological treatment, soil vapor extraction, and dual phase extraction;
- j. securing the site from trespassers and/or all unauthorized personnel.
- k. removal of above ground and underground storage tanks.

C. EMERGENCY AND NON-EMERGENCY RESPONSE

1. If a release poses a significant and immediate threat to human health and to the environment, then the release is considered an emergency. The State will determine if an emergency exists.
2. The Vendor shall respond to a non-emergency spill or release within a maximum of 24 hours unless a greater time is approved by the Agency. The State will determine if a spill or release is a non-emergency.
3. The State and Vendor shall agree to the choice of the method to be used in addressing the cleanup of a site prior to commencement of the work.
4. The Vendor shall have the capability to provide a satisfactory initial response to any reported emergency petroleum release or spill in the State of New Hampshire.
5. The 24-hour manned emergency telephone number for the State of New Hampshire is 603-271-4381. The NHDES telephone number for the Waste Management Division – Spill Response & Complaint Investigation Section is 603-271-3899; (8am to 4pm, Mon- Fri.)
6. The Vendor shall maintain a 24-hour per day, 7 days per week response capability.
7. In situations where severe weather conditions may affect road conditions and the travel time, the State contact person may allow the Vendor additional travel time. Such additional travel time shall be agreed to at the time of notification and shall be documented by both the Vendor and the State contact person.
7. When a spill occurs, the Agency contact person shall notify the Vendor by telephone, providing the best available information regarding the spill. If possible, this will include the location, type of product, and estimated size of the spill, a brief description of the impacted area, name and contact phone number of responsible party, and a preliminary list of the resources that may be required.
8. The Vendor may be supervised by representatives of the State.
9. Any discharge of oil in violation of RSA 146-A shall be reported to the NHDES, Waste Management Division by any party having knowledge of the discharge.
10. Upon arrival at the site of a hazardous waste spill or incident, the Part II Vendor shall coordinate with the State representative to use the Part III Contractor's services or applicable bid rates.

D. ASSIGNMENT OF PERSONNEL

1. Assignment of Vendor personnel to any of the projects/sites shall be appropriate to the complexity and size of the project and the type of work to be performed. The lowest technical level of personnel capable of performing the work shall be assigned to the project whenever possible. Where overly qualified personnel are assigned to the project, the Agency, at its sole discretion, may pay the Vendor at the rate in the Bid for the work actually being

8. A Vendor that relies on a Subcontractor to provide equipment or services for Emergency Work shall structure their Subcontractor agreement (or agreements) to ensure same-day deployment capability.
9. A Vendor may employ the services of a Consultant as a Subcontractor for certain Assignments, with prior written approval of the State Representative.
10. A Vendor may obtain materials, supplies and services from a vendor as necessary to complete routine Work without specific approval of the State Representative.
11. The Vendor shall provide the State with all technical instructions, operations and maintenance manuals, warranties and security codes/keys, related to materials, supplies and services acquired from a Subcontractor or Vendor.

G. WORK ADJACENT TO STRUCTURES

1. For work in the vicinity of a structure which may affect structural integrity, the Contractor shall obtain the services of a qualified structural or geotechnical Professional Engineer licensed in the State of New Hampshire. The engineer shall provide evaluation and design services prior to the start of the work.
2. In instances where it becomes necessary to excavate next to existing structures, photos shall be taken of the structure prior to commencement of the work. Where appropriate, videotaping of the structural conditions may also be performed to supplement photographs. The completeness of the photographic record may be crucial in any subsequent litigation that may arise.

H. SITE RECORDS

1. The Vendor shall maintain records for each response site. These shall include daily logs, reports, and a photo history of the site. The Vendor shall maintain daily logs listing the work performed, the number of personnel on the site and equipment on site. The log shall also document weather conditions, list all personnel, subcontractors and visitors on-site.
2. The Vendor shall take photographs of the site conditions and photographs at the completion of the work. Digital photographs are preferred; if prints, photos shall be 4-inch by 6-inch color. Photos shall be documented with the date, time, and location of the camera. Should the project extend over several days, progress photos shall also be taken and kept with the project records.

I. INCIDENT REPORTS

1. The Vendor shall prepare a report upon the completion of the effort at each site. The purpose of the report is to document the incident and the work performed. The report shall provide findings, and conclusions regarding the activities completed; account for the funds expended, and provide guidance and recommendations, which could be, applied to future response efforts of a similar nature. Incident Reports shall be submitted within 30 days of completion of work on the site to the Agency, which had activated the service. Failure to submit the report within the time allowed shall result in the holding of all subsequent payments to the Vendor until the report is submitted. A copy of this report will also be submitted to the State, if any discharge of oil in violation of RSA 146-A has occurred.
2. At a minimum, each Incident Report shall include a completed Initial Response Action Reporting Form. The following supplementary information shall be provided in the report:
 - a. actual cost breakdown;
 - b. name of agency representative who initiated the response;
 - c. date and time personnel and equipment arrived;

subsequently demobilizing the equipment and personnel upon completion of the assignment. One payment shall be made for each site the Vendor is called to, regardless of the number of visits required to complete the task. Mobilization fees shall not be applied to assignments addressing small spills (less than 25 gallons), roadside pick-ups, and/or tasks that can be completed utilizing only light equipment (i.e. duty vans/trucks). Payment shall normally be made upon demobilizing from the site. However, where the Vendor's equipment and personnel will be required on-site for a period exceeding one month, half of the bid amount shall be paid for mobilization and the remaining half shall be paid upon demobilizing from the site.

10. The Vendor in providing costs for the disposal of the wastes, Items II-D-1 through II-D-7C shall include with each bid item a designation for the method of disposal of the material. The Vendor shall use one of the following letters to identify the method of disposal:

- a. R – recycling;
- b. T – treatment;
- c. I – incineration; or
- d. L- land filling

In the event a waste item is not covered in the Bid, the price for disposal, recycling, or treatment, shall be negotiated with the generating Agency, and so noted on the invoice rendered by the Vendor.

11. The State realizes that the most preferred method of disposal, recycling, may not be appropriate or possible for certain wastes. The Vendor's designation shall be the most preferred method of disposal available for the waste based on current industry standards. Consistent use by the Vendor of a disposal method of a lower preference than that commonly used may be grounds for rejection of the Bid, to be in compliant with State Government Waste Reduction, Recycling and Recycled Products Waste (RSA 9-C).

12. All labor prices Items II-L-1 through II-L-9 are based on Level D, personal protective equipment. Items II-P-1 through II-P-3 shall be the additional cost of providing Level A, Level B or Level C PPE to each worker donning PPE as directed by the Site Safety Officer, (29 CFR 1910.120, Append B).

13. Payment for laboratory analyses shall include all labor, materials, and equipment necessary to perform the laboratory analysis and report the results. The cost of performing special analyses not listed in the Bid or the NH Petroleum Reimbursement Fund Program unit and project base cost sheet shall be provided at a cost to be agreed upon by the Vendor and the Agency requesting the services. All laboratory analysis prices shall be based upon a two-week turn-around, unless the requesting agency requests an alternative turnaround time and associated costs.

14. If the project lasts for more than one (1) day and is over 80 miles from the Vendor's N.H. base of operations, per diem charges for employees on the project shall be allowed. Per diem rates shall be reimbursed for the expense of meals and lodging. Per diem rates shall not exceed the current prevailing rates for the State established by federal travel regulations. Receipts shall be originals and submitted with the request for compensation in order to verify the expense.

15. Costs for the disposal, recycling, treatment, land-filling and transportation of materials contaminated with hazardous wastes shall be accepted or rejected based on comparison with the Part II Contract bid prices and quoted prices by the Part III Contractor.

16. Prices for the disposal, recycling, treatment, and transportation of waste materials shall include all applicable state and federal fees and taxes.

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 Hazardous Waste- Part II-Petroleum Clean Up services strictly pursuant to, and in conformity with, the specifications described in State RFB #2175-19, 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.

**EXHIBIT B
PAYMENT TERMS**

1. CONTRACT PRICE

The Contractor hereby agrees to provide Hazardous Waste- Part II-Petroleum Clean Up 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 \$1,000,000.00; 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

CONTRACT - HAZARDOUS WASTE - PART II				
PETROLEUM CLEAN UP AND RECYCLING OR DISPOSAL				
Item	Description			
MOBILIZATION/DEMobilIZATION				
II-M-1.	Site mobilization and demobilization			
			COOS	\$3,000.00
			GRAFTON	\$2,500.00
			CARROLL	\$2,500.00
			SULLIVAN	\$2,200.00
			MERRIMACK	\$1,500.00
			BELKNAP	\$1,500.00
			STRAFFORD	\$1,500.00
			CHESHIRE	\$1,500.00
			HILLSBOROUGH	\$1,500.00
			ROCKINGHAM	\$1,500.00

II-E-5.	Flat Bed Tractor/Trailers	50	Half Day	\$0.00
II-E-6.	Vactor 4500 CFM	50	Half Day	\$624.00
II-E-7.	Motorized Response Boat	40	Half Day	\$325.00
II-E-8.	Emergency Response Van and/or Trailer	50	Half Day	\$65.00
II-E-9.	Crew Cab and Utility Trucks	80	Half Day	\$227.50
II-E-10.	Standard Pickup Truck	160	Half Day	\$0.00
II-E-11.	Dump Truck, 12 Wheel	20	Half Day	\$741.00
II-E-12.	Dump Tractor / Trailer	100	Half Day	\$845.00
II-E-13.	Backhoe, 0.5 c.y. bucket and 16 feet dig depth	50	Half Day	\$0.00
II-E-14.	Excavator , 150 type	160	Half Day	\$448.80
II-E-16.	Skidsteer, "Bobcat" or equal	150	Half Day	\$258.00
II-E-17.	Loader, 1.5 c.y. bucket	10	Half Day	\$362.40
II-E-18.	Bobcat Attachments	4	Half Day	\$480.00
II-E-19.	Excavator Attachments	2	Half Day	\$900.00
II-E-20.	Box Truck or Rack Truck	50	Half Day	\$480.00
II-E-21.	Roll-Off Liner	20	EACH	\$240.00
II-E-22.	Roll-Off Container, 20 c.y.	40	Half Day	\$18.00
II-E-23.	Roll-Off Container 30 c.y.	16	Half Day	\$0.00
II-E-24.	Skimmer – Duckbill, Slurp, Swiss	20	Half Day	\$0.00
II-E-25.	Water Blaster – 10,000 psi.	8	Half Day	\$0.00
II-E-26.	Hosty Steam Cleaner – 800 psi	16	Half Day	\$90.00
II-E-27.	Compressor –125/175	20	Half	\$234.00
II-E-29.	Pump, diaphragm 2 inch or 3 inch discharge	16	Half Day	\$90.00

II-C-6	Overpack Drums, steel, 85 gal	50	Each	\$0.00
II-C-7	Overpack Drums, Poly-Bondico, 90 gal	10	Each	\$234.00
II-C-8.	Sorbent Pads, 18" x 18"x 3/16", 200/bale	100	Bale	\$84.00
II-C-9.	Sorbent Booms 10' x 8" diameter, 4/bale	75	Bale	\$192.00
II-C-10.	Oil Snares, 30 units/box	50	Box	\$54.00
II-C-11	Speedi-dry, 50lb. bag	75	Bag	\$14.40
II-C-12	Polyethylene bags, 38" x 60" 4 mil, 50/case	10	Case	\$114.00
II-C-13	Oil Spill Containment" or 18"	2,000	Feet	\$1.20
II-C-14.	Oil Spill Containment Boom, 36" Curtain	1,000	Feet	\$0.00
CONTAMINATED MATERIAL DISPOSAL				
II-D-1.	Transportation and disposal of gasoline and water	100,000	Gallon	\$1.38
II-D-2.	Transportation and disposal of light oils and water, #2 and #4	20,000	Gallon	\$0.61
II-D-3.	Transportation and disposal of heavy oils and water, #6	5,000	Gallon	\$1.32
II-D-4a	Transportations and disposal of solids contaminated with gasoline (quantities of 3 drums or less)	100	Drums	\$172.50
II-D-4b.	Transportations and disposal of solids contaminated with gasoline (quantities of equivalent 4 drums or more)	200	Tons	\$44.00

II-A-5.	Total petroleum hydrocarbons for gasoline in soil by GRO -Purge and Trap-GC/Fid Method 8015	60	Each	\$110.00
II-A-10.	Polyaromatic hydro-carbons for fuel/diesel oil in soil by EPA Method 8270 or Method 8310	80	Each	\$148.50
II-A-11.	Total petroleum hydrocarbons for fuel/diesel oil in soil DRO by Extraction GC/FID Method 8015	80	Each	\$104.50
II-A-12.	Polyaromatic hydrocarbons, for waste oil in soil, by EPA Method 8310 or 8270	20	Each	\$159.50
II-A-13.	Polyaromatic hydrocarbons, for waste oil in water, by EPA Method 8310 or 8270	20	Each	\$159.50
II-A-14.	Total petroleum hydrocarbons for waste oil in soil by DRO Extraction GC/FID Method 8015	50	Each	\$104.50
II-A-15.	Metals analysis (arsenic, cadmium, chromium, lead and mercury for waste oil in soil by EPA Method 6010	25	Each	\$412.50
II-A-17.	Volatile Organic Compounds in Air by EPA Method TO-14	10	Each	\$0.00
II-A-18.	Add-on for 24-hour turn-around on analytical samples	100	Each	\$172.50
REPORTING				
II-R-1.	Incidence Response Reports	25	Each	\$0.00
II-R-2.	Engineer's Structural Report	10	Each	\$1,725.00
II-R-3.	Electronic submittals	50	Each	\$0.00

EXHIBIT C
SPECIAL PROVISIONS

There are no special provisions of this contract.

State of New Hampshire

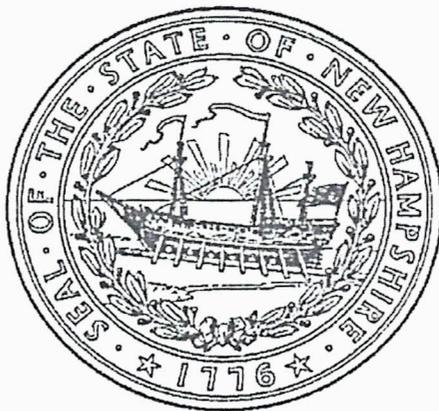
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SUMCO ECO-CONTRACTING, LLC is a Massachusetts Limited Liability Company registered to transact business in New Hampshire on November 17, 2008. 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: 605074

Certificate Number: 0004475939



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 29th day of March A.D. 2019.

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

William M. Gardner
Secretary of State



April 5, 2019

To Whom It May Concern:

SumCo Eco-Contracting, LLC is a limited liability company organized in the State of Massachusetts. Limited Liability Companies (LLCs) do not have Boards of Directors or elected officers. LLCs are organized and owned by Members and are run by Managers, designated from time to time by those Members. Managers are authorized, for and on behalf of the LLC to do all things necessary or appropriate to carry on the business and purposes of the LLC and to exercise all powers and authority granted by the Massachusetts Limited Liability Company Act to managers.

The following individuals were designated as Managers of SumCo Eco-Contracting, LLC in the Company's Certificate of Organization, filed with the Commonwealth of Massachusetts on February 17, 2006, and are therefore authorized to execute contracts and bonds in the name and on behalf of the Company. Such designation has not been amended or rescinded and remains in full force and effect as of this date.

Richard Sumner
80 Bridge Street
Manchester, MA 01944

Travis Sumner
101 Lime Street
Newburyport, MA 01950

Respectfully submitted,
SumCo Eco-Contracting, LLC

Richard Sumner
Manager

Travis Sumner
Manager

Commonwealth of Massachusetts) County of Essex)

On this, the 5th day of April, 2019, before me a notary public, the undersigned officer, personally appeared Richard Sumner, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.

Notary Public: Michelle Archambault My commission Expires: 5/27/22





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/05/2019

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

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

PRODUCER Knight-Dik Insurance Agency, Inc. 446 Main St 9th Floor Worcester MA 01608	CONTACT NAME: Robert Dik PHONE (A/C, No, Ext): (508) 753-6353 E-MAIL ADDRESS: rossdik@knightdik.com	FAX (A/C, No):	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED SumCo Eco-Contracting, LLC 2 Centennial Drive, Suite 4d Peabody MA 01960	INSURER A: Colony Insurance Company		39993
	INSURER B: Liberty Mutual		
	INSURER C: Allmerica Financial Benefits I		41840
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** Cert ID 10652 **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 <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	PACB306997	05/01/2018	05/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Pollution \$ 1,000,000
C	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	AWND241203	05/01/2018	05/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	EXC306998	05/01/2018	05/01/2019	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC2-Z11-B6M3X8-018	05/12/2018	05/12/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 \$ \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Project: Hazardous Waste Part II-Petroleum Clean Up in New Hampshire
State of New Hampshire, it's officers and employee are included by contract as additional insured

CERTIFICATE HOLDER State of New Hampshire Adminstrative Services Bureau of Purchase and Propert 25 Capital Street Rm 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 <i>Robert K. Dik</i>
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