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

DATE: 3/18/2020

CONTRACT #: 8002577 **NIGP CODE:** 988-0800, 971-8200

CONTRACT FOR: Septic/Holding Tank Pumping & Disposal Services

CONTRACTOR: Wind River Environmental, LLC **VENDOR CODE #:** 259847

SUBMITTED FOR ACCEPTANCE BY:

ERICA BRISSON, PURCHASING AGENT
BUREAU OF PURCHASE AND PROPERTY
DATE 3/18/2020

****

RECOMMENDED FOR ACCEPTANCE BY:

PAUL RHODES, ADMINISTRATOR III
BUREAU OF PURCHASE AND PROPERTY
DATE 3/18/2020

****

APPROVED FOR ACCEPTANCE BY:

GARY S. LUNETTA, DIRECTOR
DIVISION OF PROCUREMENT & SUPPORT SERVICES
DATE 3/18/2020

****

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 3/19/2020

FIRST AMENDMENT TO THE CONTRACT
BETWEEN WIND RIVER ENVIRONMENTAL, LLC.
AND
THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,
FOR SEPTIC/HOLDING TANK PUMPING & DISPOSAL SERVICES
CONTRACT # 8002577

This First Amendment (hereinafter referred to as the "Amendment"), dated this 16th day of March, 2020, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and Wind River Environmental, LLC. (hereinafter referred to as "the Contractor") for Septic/Holding Tank Pumping & Disposal Services.

WHEREAS, pursuant to an agreement effective September 9, 2019 set to expire October 31, 2022, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain septic/holding tank pumping & disposal services for the State in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, pursuant to Section 18 of the Agreement, the Agreement may be amended by an instrument in writing executed by both parties;

NOW, THEREFORE, for and in consideration of the mutual promises set forth in this Amendment and the underlying Agreement, the parties do mutually agree as follows:

1. Delete in its entirety Form Number P-37, item 1.8 Price Limitation and substitute the following:

   1.8 $81,692.75

2. Amend Exhibit B Payment & Pricing; add the following location:

LOCATION NAME	START DATE	RATE/GALLON
GLENCLIFF HOME	11/2020	$0.25

3. All other provisions of the Agreement, approved by the Commissioner, Department of Administrative Services on September 9, 2019, shall remain in full force and effect.

Contractor Initials: SK
Date: 3.16.20

WIND RIVER ENVIRONMENTAL LLC

By: _____

SHAUN KELLEY
(Print Name)

Title: COO

Date: MARCH 16, 2020

NOTARY PUBLIC/JUSTICE OF THE PEACE

On the 16th day of MARCH, 2020,
There appeared before me, the state and county foresaid a person who satisfactorily identified himself as

SHAUN KELLEY, COO

And acknowledge that he executed this document indicated above.

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

_____
(Notary Public/Justice of the Peace)

My commission expires:

JULY 24, 2026
(Date)

STATE OF NEW HAMPSHIRE

By: _____

Charles M. Arlinghaus
(Print Name)

Title: Commissioner,
Department of Administrative Services

Date: 3-19-2020

Contractor Initials: SK
Date: 3.16.20

CERTIFICATE OF AUTHORITY/VOTE
(Corporation with Notary Seal)

1. DAVID M. PARRY, do hereby certify that:
(Name of Clerk of the Corporation, can not be the one who signed the contract)

1. I am a duly elected Clerk of WIND RIVER ENVIRONMENTAL.
(The Corporation)

2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on MARCH 16, 2020.
(Date given authority)

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Corrections, Division of Administration, for the provision of Septic pumping services.

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Corrections, Division of Administration, for the provision of Septic pumping services.

RESOLVED: That the COO
(Title of one who signed the contract)

is hereby authorized on behalf of this Corporation to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of MARCH 16, 2020.
(Date Contract Signed)

4. SHAUN KELLEY (is/are) the duly elected COO
(Name of Contact Signatory) (Title of Contract Signatory)

of the Corporation.

Dave Parry
(Signature of the Clerk of the Corporation)

STATE OF MASSACHUSETTS
County of MIDDLESEX

The foregoing instrument was acknowledged before me this 16th day of MARCH, 2020, by DAVID M. PARRY.
(Name of person signing above, Clerk of the Corporation)

(NOTARY SEAL)

Amanda M. Milardi
Notary Public / Justice of the Peace

Commission Expires: JULY 24, 2026

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

6/30/2020

DATE (MM/DD/YYYY) 8/7/2019

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
Lockton Insurance Brokers,LLC
CA License #0F15767
777 S. Figueroa Street, 52nd fl.
Los Angeles CA 90017
213-689-0065

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Starr Indemnity & Liability Company	38318
INSURER B : *** SEE ATTACHMENT ***	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
1448815
Wind River Environmental, LLC
46 Lizotte Dr.
Marlborough MA 01752

COVERAGES WINRI01 CERTIFICATE NUMBER: 16240223 REVISION NUMBER: XXXXXXX

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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	N	N	1000090512191	6/30/2019	6/30/2020	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 4,000,000
							PRODUCTS - COMP/OP AGG	$ 4,000,000
								$
A A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY X Comp/Coll DED X Various	N	N	1000198837191 (MA) 1000198836191 (AOS)	6/30/2019 6/30/2019	6/30/2020 6/30/2020	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
							BODILY INJURY (Per person)	$ XXXXXXX
							BODILY INJURY (Per accident)	$ XXXXXXX
							PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
B	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $	N	N	See Attached	6/30/2019	6/30/2020	EACH OCCURRENCE	$ 14,000,000
							AGGREGATE	$ 14,000,000
								$ XXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	1000003291	6/30/2019	6/30/2020	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Notice of Cancellation applies per attached endorsement(s).

CERTIFICATE HOLDER
16240223
State of New Hampshire
State House Annex
25 Capitol St – Room 102
Concord NH 03301

CANCELLATION See Attachments

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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Attachment Code: D551077 Master ID: 1448815, Certificate ID: 16240223

Professional Liability CTR4226919-0	Limits: $1,000,000 Occurrence $1,000,000 Aggregate $10,000 Retention $10,000 Deductible
Policy Term: 12/3/2018-11/3/2019	
Insurer: Peleus Insurance Company	

Contractor's Pollution Liability 004121200	Limits: $5,000,000 Occurrence $5,000,000 Aggregate $10,000 Deductible
Policy Term: 7/1/2019-7/1/2021	
Insurer: Ironshore Specialty Insurance Company	

Rented & Leased Equipment RH3-D296566-02	Limits: $150,000 Maximum Occurrence $1,000 Deductible
Policy Term: 6/30/2019-6/30/2020	
Insurer: The Hanover Insurance Company	

Crime 01-309-75-96	Limits: $1,000,000 $25,000 Deductible
Policy Term: 4/3/2019 - 4/3/2020	
Insurer: National Union Fire Insurance Co Pitts. PA	

Excess Liability

$3,000,000 Occurrence / Aggregate Auto

Carrier: Gemini Insurance Company

Policy # GVE100230101

Effective: 6/30/2019 – 6/30/2020

$5,000,000 Occurrence / Aggregate Auto

$8,000,000 Occurrence / Aggregate General Liability

Carrier: Evanston Insurance Company

Policy# MKLV5EUL101790

Effective: 6/30/2019 – 6/30/2020

$6,000,000 Occurrence / Aggregate Auto & General Liability

Carrier: Aspen Specialty Insurance Company

Policy# CX00D4Y19

Effective: 6/30/2019 – 6/30/2020

Total Excess Liability Limits: $14,000,000 Occurrence/Aggregate

Attachment Code: D551215 Certificate ID: 16240223

Starr Indemnity & Liability Company
Dallas, TX 1-866-519-2522

NOTICE OF CANCELLATION – CERTIFICATE HOLDERS

Policy Number: 1000090512191 **Effective Date:** 6/30/2019 at 12:01 A.M.

Named Insured: Wind River Environmental, LLC

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you or evidenced as such on the Declarations page. Please read the endorsement and respective policy(ies) carefully.

> **Commercial General Liability Coverage Form, Electronic Data Liability Coverage Form, Liquor Liability Coverage Form, Owners And Contractors Protective Liability Coverage Form – Coverage For Operations Of Designated Contractor, Pollution Liability Coverage Form Designated Sites, Products/Completed Operations Liability Coverage Form, Product Withdrawal Coverage Form, Railroad Protective Liability Coverage Form, Underground Storage Tank Policy Designated Tanks.**

It is agreed that in the event the insurer cancels the policy for any reason other than non-payment of premium, the insurer will provide sixty (60) days' notice of cancellation to the retail broker designated below, who in turn assumes any and all responsibility to notify the certificate holders.

The retail broker will mail or deliver to the appropriate certificate holders a copy of the written notice of cancellation that the insurer has provided.

The retail broker's notification of cancellation of the policy is intended as a courtesy only. The retail broker's failure to provide such notification to the person(s) or organization(s) will not extend any policy cancellation date nor impact or negate any cancellation of the policy. This endorsement does not entitle the certificate holders to any benefit, rights or protection under this policy.

The retail broker's failure to provide this notice of cancellation to the certificate holders will not impose liability of any kind upon the insurer or the retail broker.

For purpose of this endorsement, retail broker means Lockton Insurance Brokers, LLC.

All other terms and conditions of this Policy remain unchanged.

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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 WIND RIVER ENVIRONMENTAL, LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on February 26, 2015. 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: **721842**

Certificate Number: **0004493185**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 10th day of April A.D. 2019.

William M. Gardner
Secretary of State

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

DATE: 8/26/2019

CONTRACT #: 8002577

NIGP CODE: 988-0800, 971-8200

CONTRACT FOR: Septic/Holding Tank Pumping & Disposal Services

CONTRACTOR: Wind River Environmental, LLC

VENDOR CODE #: 259847

SUBMITTED FOR ACCEPTANCE BY:

ERICA BRISSON, PURCHASING AGENT
BUREAU OF PURCHASE AND PROPERTY
DATE 8-26-19

****

RECOMMENDED FOR ACCEPTANCE BY:

PAUL RHODES, ADMINISTRATOR III
BUREAU OF PURCHASE AND PROPERTY
DATE 9/3/19

****

APPROVED FOR ACCEPTANCE BY:

GARY LUNETTA, DIRECTOR
DIVISION OF PROCUREMENT & SUPPORT SERVICES
DATE 9/3/19

****

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 9/3/19

SEP03'19 PM 3:50 DAS

Revised 11/6/17 PAR

Subject: Septic/Holding Tank Pumping & Disposal 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 State House Annex 25 Capitol Street Concord, NH 03301	
1.3 Contractor Name Wind River Environmental, LLC		1.4 Contractor Address 46 Lizotte Drive Marlborough, MA 01752	
1.5 Contractor Phone Number 856-237-9787	1.6 Account Number Various	1.7 Completion Date October 31, 2022	1.8 Price Limitation $65,942.75
1.9 Contracting Officer for State Agency Erica Brisson		1.10 State Agency Telephone Number 603-271-7272	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory Shawn P Kelly COO	

1.13 Acknowledgement: State of , County of

On 8/12/19 , 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

Ginger A. Ruddy, Accounting Mngr

GINGER A. RUDDY
MY COMM. EXPIRES SEPTEMBER 26, 2025
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS

1.14 State Agency Signature Date: 9/3/19	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.

Contractor Initials SK
Date 8-12-19

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.

Contractor Initials SK
Date 8-12-19

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.

Contractor Initials SK
Date 8-12-19

EXHIBIT A
SCOPE OF SERVICES

1. INTRODUCTION

Wind River Environmental, 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 Septic/Holding Tank Pumping & Disposal Services in accordance with the bid submission in response to State Request for Bid #2210-20 and as described herein.

2. CONTRACT DOCUMENTS

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

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 2210-20

In the event of any conflict among the terms or provisions of the documents listed above, the following order of priority shall indicate which documents control: (1) EXHIBIT C "Special Provisions," (2) Form Number P-37, (3) EXHIBIT B "Payment Terms," (4) EXHIBIT A "Scope of Services," and (5) EXHIBIT D "RFB 2210-20."

3. TERM OF CONTRACT

This contract shall commence upon execution by the Commissioner of Administrative Services and shall continue thereafter for a period of approximately three (3) years.

The Contract may be extended for two (2) additional one-year extension terms thereafter upon the same terms, conditions and pricing structure 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

Contractor shall supply all labor, tools, transportation, materials, equipment and permits as necessary and required to perform services as described herein.

The Contractor shall provide septic/holding tank pumping & disposal service for statewide locations per Exhibit B.

Septic Tank Pumping: The Contractor shall remove all liquids, solids and sludge from the septic tank. Damaged turf from cover removal activities shall be repaired as directed by the State agency. The Contractor shall remove all material off-site and properly dispose of all material in accordance with all local, state and federal regulations.

Holding Tank Pumping: The Contractor shall remove all liquid and solids from the holding tank. Damaged turf from cover removal activities shall be repaired as directed by the State agency The

Contractor Initials SK
Date 5-12-19

Contractor shall remove all material off-site and properly dispose of all material in accordance with all local, state and federal regulations.

The Contractor shall remove and properly dispose of all debris from and clean the affected work site and surrounding affected areas, and keep the work site premises free of debris and unusable materials used in or resulting from the work progress, and leave the work area in a clean and neat condition upon completion of the work.

Tanks that require cleaning shall be done thoroughly by using mechanical and as needed manual labor to removing all sludge and matter. A representative from the agency location will inspect the tank before reinstalling the covers.

The Contractor shall, after each scheduled or emergency call, before leaving the job site, present a written summary of the work performed, and obtain signature thereon from the State agency.

Requests to repair and/or replace parts shall be approved in advance by the State. Materials shall be invoiced not to exceed 10% above Contractor's cost. All replacement parts shall be new and of the same quality and brand name as that being replaced. All supplies shall be as specified by the equipment manufacturer. Substitution will be permitted only with prior written authorization by the State agency. Before said parts are replaced the Contractor shall determine if said part(s) are still under manufacturer's warranty.

Except as otherwise provided in this Scope of Services, all services performed under this Contract 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 State agency intending to utilize the Contractor's services, at which representatives of the Contractor and the State are present. The conference will be arranged by the State agency.

The State shall require correction of any defective work and the repair of any damages to any part of a building or its appurtenances caused by the Contractor or its employees, subcontractors, equipment or supplies. The Contractor shall correct, repair, or replace all defective work, as needed, to complete said work in satisfactory condition, and damages so caused in order to restore the building and its appurtenances to their previous condition. Upon failure of the Contractor to proceed promptly with the necessary corrections or repairs, the State may withhold any amount necessary to correct all defective work or repair all damages from payments to the Contractor.

The work staff shall consist of qualified persons completely familiar with the products and equipment that they will use. The Contracting Officer may require the Contractor to dismiss from the work such employees as the Contracting Officer 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.

Neither the Contractor nor its employees or subcontractors shall represent themselves as employees or agents of the State.

Contractor Initials SLC
Date 8-12-19

While on State property the Contractor, its employees, and its sub-contractors shall be subject to the authority and 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 any State agency location at which services are to be provided.

The Contractor's personnel shall be allowed only in areas where services are to be provided. The use of State telephones by the Contractor, its employees, or its sub-contractors 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 #2210-20, 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.

Contractor Initials SK
Date 8-12-19

EXHIBIT B
PAYMENT TERMS

1. CONTRACT PRICE

The Contractor hereby agrees to provide septic/holding tank pumping & disposal 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 $65,942.75; 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

LOCATION NAME	START DATE	RATE/GALLON
Department of Transportation		
NHDOT Bridge Maintenance	On-call	$0.249
NHDOT Bridge Maintenance - Carroll	On-call	$0.240
NHDOT Bridge Maintenance - Newfields	On-call	$0.249
NHDOT Bridge Maintenance- Sarah Long Bridge	On-call	$0.220
NHDOT 3- 303 Freedom Patrol Shed	On-call	$0.249
NHDOT 3 - 312 Wakefield Patrol Shed	On-call	$0.249
Department Of Natural & Cultural Resources- Division Of Parks And Recreation		
Chesterfield Gorge	11/1/19	$0.220
Forest Lake State Park	11/1/19	$0.249
Robert Frost Farm	11/1/19	$0.220
Rhododedron	11/1/19	$0.220
Gilson Pond Campground	11/1/19	$0.220
Monadnock State Park	11/1/19	$0.220
Sunapee State Park	11/1/19	$0.220
Northwood Meadows State Park	11/1/19	$0.249
Mt. Cardigan State Park	11/1/19	$0.249
Miller State Park	11/1/19	$0.220
Wentworth Coolidge Mansion	11/1/19	$0.220
Wadleigh State Park	11/1/19	$0.220
Rollins State Park	11/1/19	$0.220
Pillsbury State Park	11/1/19	$0.249
Winslow Lake State Park	11/1/19	$0.240
NH Liquor Commission		
NH Liquor Store #2	On-call	$0.230
Adjutant General		
Adjutant General - National Guard Training Site	2020 On-call	$0.249
Adjutant General - National Guard Armory	2020 On-Call	$0.220

***FOR LOCATION'S TANK/PIT TOILET SIZE PLEASE SEE ATTACHMENT**

Contractor Initials SK
Date 8-12-19

REPAIR RATES, EMERGENCY SERVICES AS REQUIRED PER HOUR:	RATES PER HOUR
Monday thru Friday, 8:00 AM to 4:30 PM	$325.00
Monday thru Friday, 4:31 PM to 7:59 AM	$425.00
Saturday Work	$425.00
Sunday Work	$485.00
TANK CLEANING RATES	**RATES PER HOUR**
Monday thru Friday, 8:00 AM To 4:30 PM	$155.00
Monday thru Friday, 4:31 PM to 7:59 AM	$155.00
Saturday Work	$255.00
Sunday Work	$255.00

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 under agreement.

4. PAYMENT

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

Contractor Initials
Date 8.12.9

CERTIFICATE OF AUTHORITY/VOTE
(Limited Liability Company)

I, Shaun Kelley, hereby certify that:
(Name of Sole Member/Manager of Limited Liability Company, Contract Signatory – Print Name)

1. I am the Sole Member/Manager of the Company of Wind River Environmental LLC.
(Name of Limited Liability Company)

2. I hereby further certify and acknowledge that the State of New Hampshire will rely on this certification as evidence that I have full authority to bind Wind River Environmental LLC
(Name of Limited Liability Company)

and that no corporate resolution, shareholder vote, or other document or action is necessary to grant me such authority.

(Contract Signatory - Signature)

AUGUST 12, 2019
(Date)

STATE OF MASSACHUSETTS

COUNTY OF MIDDLESEX

On this the 12th (Day) day of AUGUST (Month) 20 19 (Yr), before me DONNA M. GILARDI (Name of Notary Public / Justice of the Peace), the undersigned officer, personally appeared SHAUN KELLEY (Contract Signatory – Print Name), known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

(NOTARY SEAL) DONNA M. GILARDI
Notary Public
Massachusetts
My Commission Expires
Jul 24, 2026

(Notary Public / Justice of the Peace -Signature)

Commission Expires: JULY 24, 2026

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

6/30/2020

DATE (MM/DD/YYYY) 8/7/2019

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
Lockton Insurance Brokers,LLC
CA License #0F15767
777 S. Figueroa Street, 52nd fl.
Los Angeles CA 90017
213-689-0065

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Starr Indemnity & Liability Company	38318
INSURER B : *** SEE ATTACHMENT ***	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
1448815
Wind River Environmental, LLC
46 Lizotte Dr.
Marlborough MA 01752

COVERAGES WINRI01 **CERTIFICATE NUMBER:** 16240223 **REVISION NUMBER:** XXXXXXX

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	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	N	N	1000090512191	6/30/2019	6/30/2020	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 4,000,000
							PRODUCTS - COMP/OP AGG	$ 4,000,000
								$
A A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY X Comp/Coll DED X Various	N	N	1000198837191 (MA) 1000198836191 (AOS)	6/30/2019 6/30/2019	6/30/2020 6/30/2020	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
							BODILY INJURY (Per person)	$ XXXXXXX
							BODILY INJURY (Per accident)	$ XXXXXXX
							PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
B	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $	N	N	See Attached	6/30/2019	6/30/2020	EACH OCCURRENCE	$ 14,000,000
							AGGREGATE	$ 14,000,000
								$ XXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	N	1000003291	6/30/2019	6/30/2020	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Notice of Cancellation applies per attached endorsement(s).

CERTIFICATE HOLDER

16240223
State of New Hampshire
State House Annex
25 Capitol St – Room 102
Concord NH 03301

CANCELLATION See Attachments

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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Professional Liability CTR4226919-0	Limits: $1,000,000 Occurrence $1,000,000 Aggregate $10,000 Retention $10,000 Deductible
Policy Term: 12/3/2018-11/3/2019	
Insurer: Peleus Insurance Company	

Contractor's Pollution Liability 004121200	Limits: $5,000,000 Occurrence $5,000,000 Aggregate $10,000 Deductible
Policy Term: 7/1/2019-7/1/2021	
Insurer: Ironshore Specialty Insurance Company	

Rented & Leased Equipment RH3-D296566-02	Limits: $150,000 Maximum Occurrence $1,000 Deductible
Policy Term: 6/30/2019-6/30/2020	
Insurer: The Hanover Insurance Company	

Crime 01-309-75-96	Limits: $1,000,000 $25,000 Deductible
Policy Term: 4/3/2019 - 4/3/2020	
Insurer: National Union Fire Insurance Co Pitts. PA	

Excess Liability

$3,000,000 Occurrence / Aggregate Auto

Carrier: Gemini Insurance Company

Policy # GVE100230101

Effective: 6/30/2019 – 6/30/2020

$5,000,000 Occurrence / Aggregate Auto

$8,000,000 Occurrence / Aggregate General Liability

Carrier: Evanston Insurance Company

Policy# MKLV5EUL101790

Effective: 6/30/2019 – 6/30/2020

$6,000,000 Occurrence / Aggregate Auto & General Liability

Carrier: Aspen Specialty Insurance Company

Policy# CX00D4Y19

Effective: 6/30/2019 – 6/30/2020

Total Excess Liability Limits: $14,000,000 Occurrence/Aggregate

Starr Indemnity & Liability Company
Dallas, TX 1-866-519-2522

NOTICE OF CANCELLATION – CERTIFICATE HOLDERS

Policy Number: 1000090512191 **Effective Date:** 6/30/2019 at 12:01 A.M.

Named Insured: Wind River Environmental, LLC

This endorsement modifies the insurance coverage form(s) listed below that have been purchased by you or evidenced as such on the Declarations page. Please read the endorsement and respective policy(ies) carefully.

> **Commercial General Liability Coverage Form, Electronic Data Liability Coverage Form, Liquor Liability Coverage Form, Owners And Contractors Protective Liability Coverage Form – Coverage For Operations Of Designated Contractor, Pollution Liability Coverage Form Designated Sites, Products/Completed Operations Liability Coverage Form, Product Withdrawal Coverage Form, Railroad Protective Liability Coverage Form, Underground Storage Tank Policy Designated Tanks.**

It is agreed that in the event the insurer cancels the policy for any reason other than non-payment of premium, the insurer will provide sixty (60) days' notice of cancellation to the retail broker designated below, who in turn assumes any and all responsibility to notify the certificate holders.

The retail broker will mail or deliver to the appropriate certificate holders a copy of the written notice of cancellation that the insurer has provided.

The retail broker's notification of cancellation of the policy is intended as a courtesy only. The retail broker's failure to provide such notification to the person(s) or organization(s) will not extend any policy cancellation date nor impact or negate any cancellation of the policy. This endorsement does not entitle the certificate holders to any benefit, rights or protection under this policy.

The retail broker's failure to provide this notice of cancellation to the certificate holders will not impose liability of any kind upon the insurer or the retail broker.

For purpose of this endorsement, retail broker means Lockton Insurance Brokers, LLC.

All other terms and conditions of this Policy remain unchanged.

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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 WIND RIVER ENVIRONMENTAL, LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on February 26, 2015. 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: **721842**

Certificate Number: **0004493185**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 10th day of April A.D. 2019.

William M. Gardner
Secretary of State