



The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner



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April 30, 2018

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Environmental Services (NHDES) to enter into an agreement with 603-PUMP-OUT LLC (VC#152429 B001), Northwood, NH, for a total of \$44,150 to operate a pumpout vessel in Hampton Harbor effective upon Governor and Council approval through November 30, 2019. 100% Federal Funds.

Funding is available in the account as follows with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified. Funding for FY 2020 is contingent upon availability of funds and continuing appropriations.

	<u>FY2018</u>	<u>FY2019</u>	<u>FY2020</u>
03-44-44-442010-2061-103-502664	\$11,037	\$22,075	\$11,038

Dept of Environmental Services, Clean Vessel Act, Contacts for Op Services

EXPLANATION

The Department of Environmental Services (NHDES) receives grants from the U.S. Fish and Wildlife Service under the provisions of the Clean Vessel Act (CVA). This funding is used in part to fund mobile pumpout services on the New Hampshire coastline. Mobile pumpouts can pump wastewater from the holding tanks of boats that are docked, moored, or traveling in coastal waters, making them more versatile than stationary facilities. The federal funds provide 75% of the total cost of the service. The contractor must supply a minimum of 25% contribution towards the total.

In the past, there was a single contractor hired for the entire seacoast area. In 2014, NHDES made the decision to split the southern part of the coast, primarily Hampton Harbor, as a separate contract. This was done to reduce the wear and tear on the state's pumpout boat and to increase opportunities for competition. The NHDES CVA program released a Request for Proposals for the southern part of the coast on January 22, 2018 through the Bureau of Purchase and Property website. Public notices were subsequently published in the Union Leader and emails were sent to potentially interested parties such as the NH licensed septic haulers. One proposal was received by NHDES, from Lamey LLC of Northwood NH.

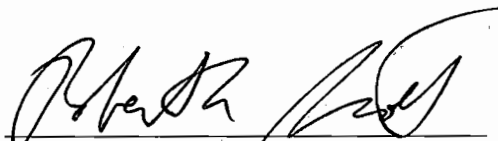
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Lamey LLC has contracted with NHDES CVA program in the past. After evaluation of the proposal and negotiation with contractor, this requested action represents a cost-effective business approach that is able to offer coverage for Hampton Harbor. The owner of Lamey LLC opted to create a new business, 603-Pump-Out LLC, for the purpose of contracting for this service.

In the event that federal funds become no longer available, general funds will not be requested to support this program. This agreement has been approved by the Department of Justice as to form, substance, and execution.

We respectfully request your approval.

A handwritten signature in black ink, appearing to read "Robert R. Scott", written over a horizontal line.

Robert R. Scott
Commissioner

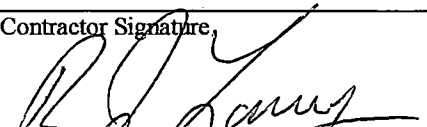
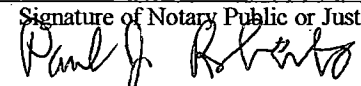

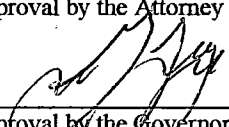
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive, Concord, NH 03302-0095	
1.3 Contractor Name 603-PUMP-OUT LLC		1.4 Contractor Address 1589 1ST NH TPKE, Northwood, NH, 03261	
1.5 Contractor Phone Number 603-786-7688	1.6 Account Number 03-44-44-442010-2061-103-502664	1.7 Completion Date November 30, 2019	1.8 Price Limitation \$44,150
1.9 Contracting Officer for State Agency Melanie Cofrin, CVA Program Coordinator		1.10 State Agency Telephone Number (603) 271-8803	
1.11 Contractor Signature, 		1.12 Name and Title of Contractor Signatory Ryan J. Lamey, Member	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>4/19/18</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 <u>Paul J. Roberts / Notary</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <u>Robert R. Scott, Commissioner</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: <u>5/19/18</u>			
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

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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.

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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.

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EXHIBIT A
SCOPE OF SERVICES

1. 603-PUMP-OUT LLC is the "Contractor". The New Hampshire Department of Environmental Services (NHDES) is the "Department".
2. This "Agreement" or "contract" consists of the following documents: General Provisions, and Exhibits A, B, and C which are all incorporated herein by reference as if fully set forth herein.
3. No portion of the Agreement shall be subcontracted to an entity other than the Contractor.

Task 1. Operation

- 1.1 Contractor will acquire all necessary federal, state, and local permits and health requirements as they are needed, and abide by any and all applicable federal, state, and local codes including, but not limited to:
 - 1.1.1 compliance with the Environmental Protection Agency's Small Vessel General Permit, which includes using best management practices and conducting quarterly vessel checks. More information can be found here:
<http://www.epa.gov/npdes/vessels-incident-discharge-permitting-4>.
 - 1.1.2 50CFR85 (<http://www.gpo.gov/fdsys/pkg/CFR-2001-title50-vol1/pdf/CFR-2001-title50-vol1-part85.pdf>).
- 1.2 Contractor will not charge a fee to or receive gratuities from the boat owners or any other party for pumpout service.
- 1.3 Mobile pumpout service will collect boat sewage from boats only as allowable by the Clean Vessel Act Grant Program federal regulation (50CFR85 or its replacement). No bilge water or oily waste shall be collected.
- 1.4 The mobile pumpout vessel will travel to and service boats that are equipped with holding tanks. The service area will be Hampton Harbor only unless other areas of service are agreed upon in writing by the Department and the Contractor.
- 1.5 Contractor will have a means for proper disposal of the collected boat sewage, including the transport of sewage from boats to a final sewage disposal such as a municipal sewer system, septage hauler, or stationary septage holding facility. Contractor will acquire any

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of the necessary permissions to dispose of sewage. Sewage shall not be discharged to open ocean unless there is an imminent risk of vessel damage or to personal safety.

- 1.6 Contractor shall provide a list of all staff that will work for 603-PUMP-OUT LLC under this contract to the Department within 30 days of their hire date or 30 days of this contract start date.
- 1.7 If unusually severe weather or other unforeseeable event places the mobile pumpout vessel at risk of damage or otherwise prohibits the service from occurring on a scheduled service day or the Contractor is unable to provide the service due to an unforeseeable and reasonable cause, then the Contractor shall not be penalized for delaying service start date, temporarily suspending service mid-season, and/or closing the service prior to the service end date. In any of these instances, the Contractor will notify the Department immediately by sending an email to CVA@des.nh.gov or calling (603) 271-8803 and leaving a message if necessary.
- 1.8 The Contractor will begin and end service on a date mutually agreed upon in writing between the Contractor and the Department.
 - 1.8.1 Service dates are subject to change annually based on funding, need for service, and weather. Changes in start or end date must be mutually agreed upon by the Department and the Contractor in writing at least 15 days prior to the date in question.
- 1.9 Service hours pumping out boat holding tanks (these totals do not include administration time) shall be provided throughout the season within the following constraints:
 - 1.9.1 at least once every week in the months of July and August;
 - 1.9.2 for a minimum of 32 hours total per month in the months of July and August;
 - 1.9.3 at least once every other week in the months of June, September, and October;
 - 1.9.4 for a minimum of 16 hours in the months of June, September, and October; AND
 - 1.9.5 for a maximum of 100 hours total per month.

Task 2. Boat Usage

- 2.1 Contractor will maintain an operational pumpout vessel capable of providing the services described herein.

Task 3. Documentation

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- 3.1 The Contractor will record information regarding each boat pumpout event. At a minimum, the information collected must include:
- 3.1.1 the date and time of the pumpout;
 - 3.1.2 the bow number or the United States Coast Guard (USCG) identification number of the boat that is being pumped out or, only if exempt under RSA 270-E:4, the boat name or unique description of the boat will be used in place of bow number;
 - 3.1.3 the approximate gallons that were pumped out; AND
 - 3.1.4 the location where the pumpout occurred.
- 3.2 Invoices for boat pumping service hours that are received without the above mentioned required information regarding each boat pumpout may be considered incomplete and may be returned unpaid for the reimbursement for the pumping service hours.
- 3.3 The Contractor will record the total gallons (as accurately as possible) of sewage pumped to the final sewage disposal location (such as municipal sewer system, septage hauler, or stationary septage holding facility) and report the total gallons of sewage pumped and the location of the final sewage disposal site(s) to the Department at least once a month while the pumpout service is operating.
- 3.4 The Contractor will provide invoices for the total hours the boat was in service pumping out boat holding tanks. Invoices must include the date(s) the boat was in service, the total hours of pumping service for each date, and the name of the staff member(s) paid for the work.
- 3.5 The Contractor will provide invoices for total hours for administration work related to the mobile pumpout service. Invoices must include the date(s) the work was done, a description of the work, the total hours listed for each date, and the name of the staff member(s) paid for the work.
- 3.5.1 Administration work shall include the preparation of invoices, communication with insurance company and permit representatives, communication with Hampton Harbor marina(s) and Port Authority staff, and scheduling.
 - 3.5.2 Administration work shall be limited to 4 hours per month.

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EXHIBIT B
CONTRACT PRICE

The contract price for the aforementioned services shall be as follows:

1. Funding is contingent upon funds appropriated by the U.S. Fish and Wildlife Service under the Clean Vessel Act (CFDA # 15.616). Reimbursement could be reduced or eliminated based on federal funding availability.

2. If the Contractor complies with all terms of this agreement, the Department agrees to pay invoices submitted for the mobile pumpout service up to the maximum amounts in each of the following categories as listed. The Contractor must contribute at least 25% of the total expenses (which can include in-kind match only if pre-approved by the Department).
 - a. The total maximum amount to be reimbursed for the duration of this contract is set at \$22,075 annually for a total of \$44,150 over the duration of this contract.
 - b. At all times the amount of match provided by the Contractor must be at least 25% of the total contract cost (which is the match amount plus reimbursed amount).
 - c. Labor: The hourly rate for the boat captain is \$65.00. This hourly rate will apply to time spent operating the boat to pumpout boat holding tanks and for administration time directly related to the operation of the mobile pumpout service. Match will be taken from the labor category as needed to ensure the total contract provides 25% match (including in-kind match). Total hours not to exceed 215 annually or a total reimbursed cost of \$13,975 annually.
 - i. Labor costs related to repair and routine maintenance to the boat, trailer, and any related equipment directly attached to the boat (pump, holding tank, etc.) shall not be reimbursable nor are these costs eligible as match.
 - d. Boat Usage: For use of the boat, payment shall be invoiced once per month at \$800 each invoice from June through October of each year and reimbursement is not to exceed a total of \$4,000 annually.
 - i. Boat usage covers all maintenance/repair to the boat, engine, trailer, and any related equipment directly attached to the boat (pump, holding tank, etc.)
 - ii. Labor and expenses related to winterization, storage, and shrink wrapping shall not be reimbursable nor are these costs eligible as match.
 - iii. Boat usage shall also cover all fuel and oil and these costs will not be reimbursable nor are these costs eligible as match.
 - iv. This category is not eligible or subject to provide any kind of match.

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- e. **Supplies:** disposable items that shall be used during the season or safety related items directly related to the mobile pumpout service shall be reimbursable up to \$750 annually.
 - i. Reimbursable items include gloves, sanitizer, bleach, and safety items such as flares and PFDs.
 - ii. Purchases of office supplies such as paper, ink, pens, clipboards, and binders are not eligible for reimbursement nor are these items eligible for match.
 - iii. Any item that is used to operate, maintain, or repair the boat, trailer, and any related equipment directly attached to the boat (pump, holding tank, etc.) such as fuel, oil, antifreeze, pump parts, mechanic supplies, etc. shall not be reimbursable nor are these items eligible for match.
 - iv. This category is not eligible or subject to provide any kind of match.
 - f. **Sewage:** Sewage disposal fees for the mobile pumpout boat shall be reimbursable up to \$2,200 annually. Only fees paid by the Contractor to a third party/unrelated vendor for the purpose of offloading sewage from the mobile pumpout boat shall be reimbursable with a receipt prepared and signed by the third party. This category is not eligible or subject to provide any kind of match.
 - g. **Insurance:** Insurance expenses paid by the Contractor for the mobile pumpout boat shall be reimbursable up to \$1,000 annually and is not eligible or subject to provide any kind of match.
 - h. **Summer Storage:** The value of summer storage for the mobile pumpout boat shall be set at the rate of the nearest comparable storage (dock or mooring) as pre-approved by the Department, is not to exceed a maximum amount of \$5,000 annually, and shall be considered completely in-kind match and is not eligible for reimbursement.
 - i. **Mileage:** Miles traveled shall be paid by mile at a cost equal to the state's current mileage reimbursement rate and is not eligible or subject to provide any kind of match. Mileage must be preapproved by the Department.
 - i. Miles traveled commuting to and from the work site are not reimbursable.
 - ii. Miles to transport the boat to and from the work site are reimbursable. This transport is expected to occur biannually, once to deliver the boat to work site in the spring and once to deliver the boat to the storage site in the fall.
 - iii. Miles shall be reimbursable up to \$150 annually.
3. Contractor must receive approval from the Department prior to paying any gratuities. Gratuities paid by the Contractor to a third party/unrelated vendor must be explicitly listed on the receipt by the third party/unrelated vendor else the gratuities will be denied reimbursement by the Department.

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4. Contractor will use the invoice template supplied by the Department. Any invoice received that does not use the invoice template or is incomplete may be returned unpaid.
5. Invoices are subject to the approval of the CVA program staff before payment is processed.
6. Invoices may be denied due to inadequate documentation or description solely at the Department's discretion. Invoices must be submitted at least monthly and must include:
 - a. the budget category (labor, boat usage, supplies, sewage, insurance, summer storage, or mileage) for each item;
 - b. itemized description of purchase(s) or service; AND
 - c. supporting documentation (e.g. receipts, invoices marked as paid, pumpout receipts).

7. The billing address for invoices shall be as follows:

Mailing Address:

Attn: Melanie Cofrin, CVA Coordinator
NH Department of Environmental Services
29 Hazen Drive, PO Box 95
Concord, NH 03302-0095

Electronic Mailing Address: CVA@des.nh.gov

8. This Agreement shall be effective on the date it is approved by the Governor and Executive Council or May 1, 2018, whichever is later. The effective end date is November 30, 2019.

Contractor Initials

Date

ML
4/19/18

EXHIBIT C
SPECIAL PROVISIONS

1. Subparagraph 14.1 and 14.1.1 of the General Provision shall not apply to this Agreement. The Contractor shall obtain and maintain in force the following insurance:
 - a. current and valid comprehensive general liability and maritime insurance against all claims of bodily injury, death, or property damage in amounts not less than \$1,000,000;
 - b. current and valid vessel damage for the pumpout boat for which the coverage limit shall be at least \$10,000 for the vessel;
 - c. the Department will reimburse the insurance premium costs for the coverage limit of \$10,000 for the vessel and for the general liability and maritime insurance of \$1,000,000, up to the maximum amount listed in and in accordance with Exhibit B. Additional premium costs for higher coverage limits will be paid for by the Contractor and are not reimbursable and are not eligible for or subject to provide any kind of match; and
 - d. the Department may require to be listed as additional insured on the contractor's policy.

2. Federal funds paid under this agreement are from a grant to the state from U.S. Fish and Wildlife Service (USFWS), Sport Fish Restoration and Boating Trust Fund under the Clean Vessel Act (CFDA #15.616). All applicable requirements, regulations, provisions, terms and conditions of this federal grant agreement are hereby adopted in full force and effect to the relationship between this Department and the Contractor.

3. The Contractor shall comply with the terms of the Federal Funding Accountability and Transparency Act (FFATA) by providing the Department with their Data Universal Numbering System (DUNS) number.

4. Contractor shall not operate or be employed by a business of a similar nature as the scope of services in this contract and/or which competes with the services provided under this contract during the contract time frame unless authorized in writing by the Department.

5. The mobile pumpout boat service shall be available for inspection and audit periodically by Department personnel, who shall be allowed to observe the mobile pumpout boat on a routine service day in order to review the service that is being provided.

Contractor Initials _____
Date _____

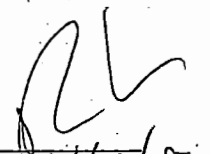



6. In the event of a failure on the part of the Contractor to comply with any provision of this agreement, the Department may, at its sole discretion, without any liability to the Contractor, deny or reduce payment to the Contractor and/or immediately terminate this agreement.

7. In the case of ownership transfer of 603-PUMP-OUT LLC this contract shall be terminated.

Contractor Initials

Date


4/19/18

State of New Hampshire

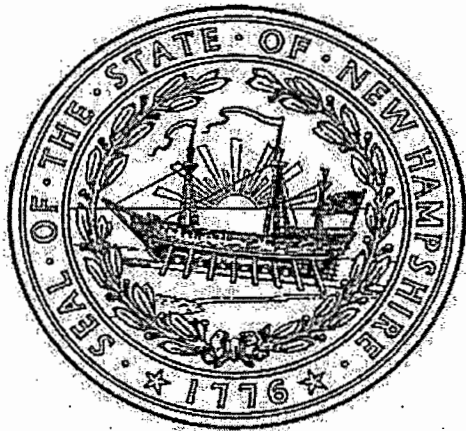
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that 603-PUMP-OUT LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on April 06, 2018. 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: 792291

Certificate Number : 0004087507



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 19th day of April A.D. 2018.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

LLC Certificate of Authority

I, Ryan Joseph Lamey, hereby certify that I am a member of 603-PUMP-OUT LLC, a limited liability company under RSA 304-C.

I certify that I am authorized to bind the LLC.

I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that I currently occupy the position indicated above and that I have full authority to bind the LLC.

Signed: _____

Date: _____

STATE OF NEW HAMPSHIRE

County of Merrimack

On this the 19th day of April 2018, before me Paul J. Roberts,
(Print Name of Notary Public)

the undersigned officer, personally appeared Ryan Joseph Lamey who acknowledged themselves to be a member of 603-PUMP-OUT LLC and being authorized so to do, executed the foregoing instrument for the purpose therein contained.

In witness whereof, I have set my hand and official seal.

Paul J. Roberts
(Notary Public Signature)

Commission Expiration Date:
(Affix Seal)

PAUL J. ROBERTS, Notary Public
State of New Hampshire
My Commission Expires June 24, 2020



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/12/2018

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 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 Davis & Towle Morrill & Everett, Inc. 115 Airport Road Concord, NH 03301	CONTACT NAME: PHONE (A/C, No, Ext): (603) 225-6611	FAX (A/C, No): (603) 225-7935
	E-MAIL ADDRESS:	
INSURED 603-PUMP-OUT, LLC 1589 1st NH Turnpike Northwood, NH 03261	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Acadia Insurance Company	NAIC # 31325
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	

COVERAGES **CERTIFICATE NUMBER:** **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
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Protection/Indemnity			CHA5200079-12	06/03/2017	06/03/2018	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER State of NH Department of Environmental Services 29 Hazen Drive Concord, NH 03302	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>Donne P. Beaudoin</i>
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