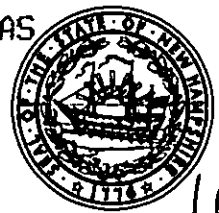




The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner



August 12, 2019

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

REQUESTED ACTION

Authorize Department of Environmental Services (NHDES) to execute a **SOLE SOURCE** amendment with Advanced Radon Mitigation, Inc. of Hooksett, NH (VC #272954) for providing treatment systems for residential and community drinking water supplies, by increasing the contract amount by \$150,000 from \$1,210,000 to \$1,360,000, effective upon Governor and Council (G&C) approval through June 30, 2020. 100% Drinking Water and Ground Water Trust funds. The contract was originally approved by G&C on June 29, 2016 (item# 97).

Funding to support this request is anticipated to be available in the following account in FY 2020 upon the availability and continued appropriation of funds in the future operating budget:

	<u>FY 2020</u>
03-44-44-442010-3904-102-500731	\$150,000
Dept. Environmental Services, Drinking Water and Groundwater Trust Fund, Contracts for Program Services	

EXPLANATION

NHDES intends to enter into a **SOLE SOURCE** amendment with Advanced Radon Mitigation (ARM) to add Drinking Water and Groundwater Trust Fund (DWGWT) funding for work activities to design and install point-of-entry (POE) and point-of-use (POU) water treatment systems for water supply wells that are impacted by per- and polyfluoroalkyl substances (PFAS) contamination. A **SOLE SOURCE** amendment is necessary because the amendment funding amount is greater than 10% of the original funding approved by G&C in 2016 and currently available funding sources included in the initial contract for addressing non-petroleum contaminants are insufficient to meet the anticipated need for these services. The Hazardous Waste Cleanup Fund (HWCF) was the only funding source included in the initial contract that was not limited to only addressing petroleum related contamination. NHDES recently established significantly lower drinking water standards and ambient groundwater quality standards for four common PFAS compounds. NHDES has also initiated a statewide drinking water and groundwater quality study funded by a grant from the DWGWT and has added PFAS analyses to the groundwater monitoring program for certain hazardous waste sites and landfills. Based on the widespread use of PFAS in manufacturing and household products, NHDES anticipates a substantial increase in the detection of PFAS at concentrations above the newly established drinking water and groundwater quality standards

www.des.nh.gov

29 Hazen Drive • PO Box 95 • Concord, NH 03302-0095
 (603) 271-3503 • Fax: 271-2867 • TDD Access: Relay NH 1-800-735-2964

His Excellency, Governor Christopher T. Sununu
and the Honorable Council

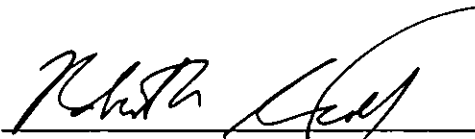
Page 2 of 2

during this fiscal year which will likely exceed the capacity of the HWCF to address the anticipated need for provision of POEs and POU to manage the associated human health hazard in a timely manner. RSA 485-F authorizes use of the DWGTF to investigate, manage and remediate contaminated groundwater. Since this contract expires on June 30, 2020 and the procurement process for an additional DWGWT specific contract would require approximately four months to complete, NHDES has determined that this **SOLE SOURCE** amendment is the most cost effective, efficient and timely method of assuring adequate funding is in place to address PFAS contaminated drinking water for the remainder of this fiscal year.

The amendment will enable NHDES to respond quickly to investigate and provide the needed POE and POU treatment for PFAS-impacted water supplies using the allocated FY 2020 funds. The current contract rates and bid specifications will be used for providing POE and POU services using the DWGTF funds. In cases where a responsible party is identified, NHDES will initiate appropriate cost recovery from the responsible party to recoup DWGWT expenditures under this contract. In the event that the Other funds are no longer available, General Funds will not be requested to support this amendment.

The amendment to the current contract has been approved as to form, substance, and execution by the Office of the Attorney General.

We respectfully request your approval.



Robert R. Scott, Commissioner

Attachments

AMENDMENT #1 TO AGREEMENT

This Amendment to Agreement (hereinafter called the "Amendment"), by and between the State of New Hampshire, acting by and through the New Hampshire Department of Environmental Services (the "State"), and **Advanced Radon Mitigation, Inc.** at 180 Londonderry Turnpike, Suite #1, Hooksett, NH 03106 (the "Contractor").

WHEREAS, pursuant to an Agreement dated May 2, 2016, approved by the Governor and Executive Council on **June 29, 2016** (the "Contract"), the Contractor has agreed to provide certain services upon the terms and conditions specified in the Contract, in consideration of payment by the State of certain sums specified therein; and

WHEREAS, pursuant to paragraph 18 of the Contract, the Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties thereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire; and

WHEREAS, the State and the Contractor have agreed to amend the Contract in certain respects to accomplish the work required for the POE treatment services; and

NOW, THEREFORE, in consideration of the foregoing and of the covenants and conditions contained in the Contract and set forth herein, the parties hereto do hereby agree as follows:

1. **Amendment and Modification of Contract.**

The Contract is hereby amended as follows: **Add \$150,000 from Account No. 03-44-44-442010-3904-102 in FY 2020 to section 1.8 Price Limitation increasing from \$1,210,000 to \$1,360,000.**

2. **Effective Date of Amendment.**

This Amendment is effective on the date of Governor and Executive Council approval.

3. **Continuance of Contract.**

Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement and the obligations of the parties thereunder shall remain in full force and effect in accordance with the terms and conditions set forth therein.

RG
6-25-19

IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year written below.

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF ENVIRONMENTAL SERVICES

By: [Signature]
Robert R. Scott, Commissioner

ADVANCED RADON MITIGATION, INC.

By: [Signature]
Robin D. Gelinas, President

STATE OF NEW HAMPSHIRE
COUNTY OF Merrimack

The foregoing instrument was acknowledged before me this 25th day of June 2019.

Diane M. St. Pierre
Notary Public/Justice of the Peace
Printed Name: Diane M. St. Pierre
Commission Expires: NOV. 16, 2021



Approval by OFFICE OF THE ATTORNEY GENERAL:

Date: 8/19/19 By: [Signature]

Approval by GOVERNOR AND EXECUTIVE COUNCIL:

Date: _____ By: _____

RG
6-25-19

Certificate of Authority # 1

(Corporation of LLC- Non-specific, open-ended)

Corporate Resolution

I, Robin D. GELINAS, hereby certify that I am duly elected Clerk/Secretary of
(Name)

Advanced Radon Mitigation Inc. I hereby certify the following is a true copy of a
(Name of Corporation or LLC)

vote taken at a meeting of the Board of Directors/shareholders, duly called and held on October
(Month)

1, ~~#~~ 1999 at which a quorum of the Directors/shareholders were present and voting.
(Day) (Year)

VOTED: That Robin D. GELINAS, President (may list more than one person) is duly authorized to
(Name and Title)

enter into contracts or agreements on behalf of Advanced Radon Mitigation Inc with
(Name of Corporation or LLC)

the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATED: 6/25/19

ATTEST: Robin D. Gelin President
(Name and Title)

State of New Hampshire

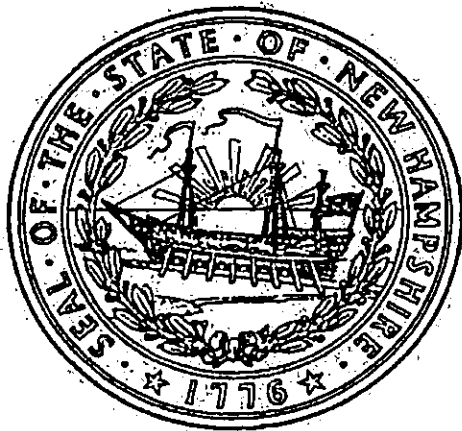
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that ADVANCED RADON MITIGATION INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on September 30, 1999. 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: 327350

Certificate Number: 0004534709



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of July A.D. 2019.

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

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/25/2019

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 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 Foy Insurance Group - Manchester 1889 Elm St Manchester NH 03104	CONTACT NAME: Laura Perrin PHONE (A/C No. Ext): (603) 641-8111 E-MAIL ADDRESS: laura.perrin@foyinsurance.com	FAX (A/C No): (603) 641-0222
	INSURER(S) AFFORDING COVERAGE	
INSURED Advanced Radon Mitigation Inc 180 Londonderry Tpke Ste 1 Hooksett NH 03106	INSURER A: Colony Insurance NAIC # 36927	
	INSURER B: Central Mutual Insurance 20230	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: Master 2019-2020

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.

INBR LTR	TYPE OF INSURANCE	ADOL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Additional Insured <input checked="" type="checkbox"/> Professional Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			FACEP304714 EPACR001	3/10/2019	3/10/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Professional Liability \$ 1,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BAP 9767262	2/12/2019	2/12/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined single \$ 1,000,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Pollution Liability			FACEP304714	3/10/2019	3/10/2020	Ea Occurrence/Aggregate \$1m/\$2m
B	Property/Installation			CLP 9774297	4/21/2019	4/21/2020	Limit 10,000

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

New Hampshire Department of Environmental Services is additional insured if written signed contract, agreement, or permit to such exists prior to loss subject to form indicated above in General Liability section.

CERTIFICATE HOLDER**CANCELLATION**

New Hampshire Department of Environmental Waste Management Division 29 Hazen Drive, P.O. Box 95 Concord, NH 03302-0095	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 Laura Perrin/MLISA
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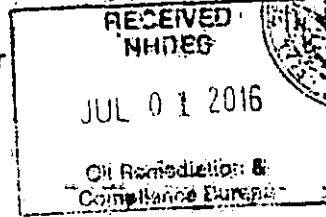
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The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES

Steve Cross

Thomas S. Burack, Commissioner



May 23, 2016

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

APPROVED G & C

DATE 6/29/16

ITEM # 97

REQUESTED ACTION

Authorize the Department of Environmental Services (DES) to enter into a contract with Advanced Radon Mitigation, Inc. (VC #272954) of Hooksett, New Hampshire, in the amount of \$1,210,000 to provide treated water for residences and communities served by contaminated drinking water wells, effective as of July 1, 2016 through June 30, 2020, with the option to renew for one additional year, upon Governor and Council approval. 7% Oil Pollution Control Fund, 43% Hazardous Waste Cleanup Fund, 30% Ethers Fund, and 20% MtBE Settlement Fund.

Funding is available in the accounts 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 2018-2020 is contingent upon the availability and continued appropriation of funds.

Fund Name and Account Number 03-44-44	FY 2017	FY 2018	FY 2019	FY 2020	Totals
Oil Pollution Control Fund 444010-1400-102-500731	\$20,000	\$20,000	\$20,000	\$20,000	\$80,000
Gasoline Remed. & Elim. Ethers 444010-1419-102-500731	\$92,500	\$92,500	\$92,500	\$92,500	\$370,000
Hazardous Waste Cleanup Fund 444010-5392-102-500731	\$130,000	\$130,000	\$130,000	\$130,000	\$520,000
MtBE Settlement Fund 444010-8893-102-500731	\$60,000	\$60,000	\$60,000	\$60,000	\$240,000
	\$302,500	\$302,500	\$302,500	\$302,500	\$1,210,000

EXPLANATION

RSA 146-A, RSA 146-D and RSA 485-A authorizes DES to remediate properties impacted by oil and hazardous waste contamination, a component of which consists of providing safe drinking

water, to residents affected by such contamination. Since 1990, DES has fulfilled this remedial element by funding the installation of contaminant-specific point-of-entry (POE) and point-of-use (POU) water treatment systems. These systems are installed in communities located throughout the state at properties that are typically privately owned. The contract approval requested herein is to provide services to maintain existing POE systems installed under previous contracts, and to provide new POE systems where needed. These POE systems are critical to reducing or eliminating public health risks for well owners affected by oil and hazardous waste contamination. This contract covers the operation and maintenance of existing POE treatment systems at 60 locations, with the oldest in operation since 1997. The number of contaminated properties that will require replacement of an existing POE or installation of a new POE and/or POU at a newly impacted well is estimated at 20 per year for a total of 80 new installations. Additional POEs will likely be required to address the emerging discovery of perfluorooctanoic acid (PFOA) and perfluorinated compound (PFC) impacted wells.

DES solicited prequalification statements by sending Invitations for Prequalification on October 28, 2015 to interested companies. A total of ten companies received the Prequalification Form, and five companies submitted the completed forms to DES. The following five companies were evaluated and scored by DES to prequalify as potential bidders for this contract.

Names	Location	Total Scores	Pre-Qualified
Absolute Water System	Windham	264	No
Advanced Radon Mitigation	Hooksett	705	Yes
Capital Well Company	Dunbarton	749	Yes
Epping Well & Pump Co.	Epping	756	Yes
Secondwind Water Systems	Manchester	787	Yes

On March 9, 2016, in accordance with the State's standard contract procurement process, DES solicited sealed bids from the four prequalified bidders by supplying contract documents for the Design, Installation, and Maintenance of Point of Entry Treatment Systems. A pre-bid conference was subsequently held by DES on March 21, 2016 to answer questions from the four prequalified bidders. Following the conference and addressing questions, three addenda were issued to update or clarify the contract documents.


The bid opening was held on April 5, 2016. Three responsive bids were received and the results are shown below.

Bidders	Total Bid \$	Bid Rank
Advanced Radon Mitigation	\$992,614.00	#1
Capital Well Company	\$1,746,300.00	#2
Secondwind Water Systems	\$1,807,070.00	#3

Each bidder submitted a bid schedule that provided unit pricing for each bid item and a bid item total based on a reference estimated quantity for each bid item and a total bid price based on that total. Contractor bid item unit prices varied greatly and this bid structure allowed DES to evaluate bids to determine which bidder provided the greatest benefit to DES. The lowest responsive bidder was selected for contract award. The lowest reference bid was \$992,614. The final contract award amount was \$1,210,000 which includes an additional \$217,386 for the installation of POE systems to address the emerging PFOA and PFC impacts to drinking water supply wells.

The lowest responsive bidder is Advanced Radon Mitigation; Inc. and a Notice of Award was issued by DES on April 14, 2016. This contract has been approved by the Department of Justice as to form, content, and execution.

We respectfully request your approval.


Thomas S. Burack, Commissioner

Attachments

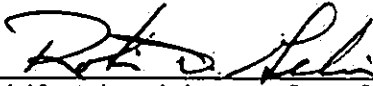
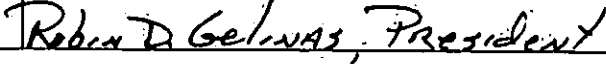
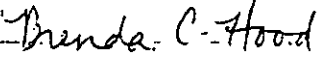
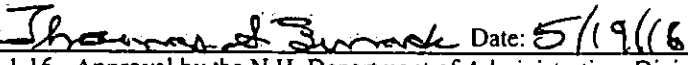
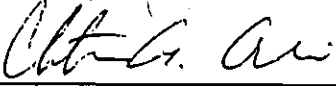
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 Environmental Services		1.2 State Agency Address 29 Hazen Drive, P.O. Box 95, Concord, NH 03302	
1.3 Contractor Name Advanced Radon Mitigation Inc.		1.4 Contractor Address 180 Londonderry Turnpike, Unit #, Hooksett, NH 03106	
1.5 Contractor Phone Number 603-644-1207	1.6 Account Number 03-44-44-444010-1400, 1419, 5392, 8893 -102-500731	1.7 Completion Date June 30, 2020	1.8 Price Limitation \$1,210,000.00
1.9 Contracting Officer for State Agency Steven A. Croce, P.E.		1.10 State Agency Telephone Number 603-271-2229	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Robin D. Gelinas, President 	
1.13 Acknowledgement: State of _____, County of _____ * On 05/02/2016, 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]		BRENDA C. HOOD Notary Public - New Hampshire My Commission Expires February 28, 2019	
1.13.2 Name and Title of Notary or Justice of the Peace Brenda C. Hood, Notary Public			
1.14 State Agency Signature  Date: 5/19/16		1.15 Name and Title of State Agency Signatory Thomas S. Burack, 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: 5/27/16			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

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

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

EXHIBIT A

STATEMENT OF SERVICES

State of New Hampshire

NHDES Contract: Design, Installation, and Maintenance of Point of Entry Treatment Systems

The major items of work involved in this contract for the design, installation and maintenance of point of entry (POE) drinking water treatment systems, located at various locations throughout the state of New Hampshire, shall include the following primary assignments:

- a. Maintenance of approximately 80 existing treatment systems.
- b. Installation and maintenance of approximately 80 treatment systems over a four year period.
- c. Installation and maintenance of approximately 160 carbon contactors of various sizes ranging from two cubic feet to four cubic feet in capacity.
- d. Collection and analysis of approximately 1,500 water samples from operating treatment systems throughout the state.
- e. Remove, replace and dispose of approximately 1,600 cubic feet of granular activated carbon.
- f. Provide the services of a certified plumber for the repair and replacement of damaged water fixtures and leaks caused by DES employees during sampling and investigations activities.

All work shall be performed in accordance with the DES bid document titled: "DESIGN, INSTALLATION AND MAINTENANCE OF POINT OF ENTRY TREATMENT SYSTEM EQUIPMENT - Technical Specifications", incorporated herein by reference.

The State shall assign work to the Contractor on an assignment basis, similar to a Job Order methodology for contract services, and compensate the Contractor for the services completed based on the bid prices accepted by DES.

The State makes no guarantee of a minimum or maximum amount of work and assignments to be issued to the Contractor during any Fiscal year in the contract period.

RL
5/11/16

EXHIBIT B

CONTRACT PRICE AND PAYMENT PROCESS

State of New Hampshire

NHDES Contract: Design, Installation, and Maintenance of Point of Entry Treatment Systems

The Contract Price is \$1,210,000 covering a four year period with \$302,500 encumbered each of the four years for this DES contract.

Item 1. DES agrees to pay Advanced Radon Mitigation Inc. (ARM) for the POE services and plumbing repairs as specified in the ARM Bid Schedule, dated April 4, 2016, attached as Exhibit B-1.

Item 2. DES shall pay for all work in accordance with the DES bid document titled: "DESIGN, INSTALLATION AND MAINTENANCE OF POINT OF ENTRY TREATMENT SYSTEM EQUIPMENT - Technical Specifications, Section 01150 MEASUREMENT AND PAYMENT", incorporated herein by reference.

Item 3. The total amount of payments to ARM authorized by DES shall not exceed the annual amounts set forth in this contract unless the terms of this contract are revised or a contract amendment has been approved by Governor and Executive Council to exceed the original contract award amount stated above.

Submission of Invoices by Advanced Radon Mitigation (ARM):

A. Invoices shall be submitted for each installation, repair and maintenance assignment and shall contain at a minimum the following standard information:

1. Vendor name and vendor code.
2. Invoice date and invoice number.
3. Residence/Community name and Site number (originated by DES).
4. Period of work being invoiced (start and end dates).
5. Work scope and price based on bid amounts approved by DES.
6. Item numbered tasks/activities performed at bid prices.
7. A brief explanation of the tasks performed/completed during the billing period.
8. Copies of invoices and bills from all subcontractor services.

RT
5/11/14

EXHIBIT B

CONTRACT PRICE AND PAYMENT PROCESS

(Continued)

Payments to Advanced Radon Mitigation (ARM):

- A. Invoices will be reviewed for completeness and compliance with the contract and the assignment by the DES-POE coordinator and may be returned to ARM if incomplete or in error. An invoice approval cover sheet will be completed by the DES Contract Manager. Once appropriate signatures have been obtained, the cover sheet and invoice will be forwarded to the DES Accounting Office for processing and payment.

- B. DES will pay ARM the approved invoice amount for each assignment within 45 days of the Contract Manager's approval. Full payment of the approved amount shall be paid. However, DES reserves the right to make partial or incremental payments of an approved invoice if encumbered state funds become unavailable.

- C. DES may make partial payment where invoiced costs are not in accordance with the contract bid prices, terms and conditions, or where the approved assignment budget/quote has been exceeded without DES's written approval. The DES Contract Manager shall e-mail short-pay information and may send copies of marked up invoices, as needed, to ARM for resolution or re-submission to DES.

RM
5/11/14

BID SCHEDULE

The Bidder agrees to perform all the work described in the Contract Documents for the following unit and lump sum prices:

ITEM NO.	DESCRIPTION OF ITEM W/ UNIT, BID STATEMENTS	UNIT	UNIT PRICE	ESTIMATED QUANTITY	ITEM TOTAL
1	Site Evaluations* <u>Three Hundred Dollars</u> Per Site	Each	\$ <u>300</u> ⁻	80	\$ <u>24,000</u> ⁻ ✓
2	Site Installations <u>One Hundred Fifty Dollars</u> Per Site	Each	\$ <u>150</u> ⁻	80	\$ <u>12,000</u> ⁻ ✓
3	Furnish/Install Backwashing Filters <u>Six Hundred Fifty Dollars</u> Per Unit	Each	\$ <u>650</u> ⁻	20	\$ <u>13,000</u> ⁻ ✓
4A	Furnish/Install Water Softener (0 - 3 mg/L Iron) <u>Eight Hundred Dollars</u> Per Unit	Each	\$ <u>800</u> ⁻	20	\$ <u>16,000</u> ⁻ ✓
4B	Furnish/Install Water Softener (3 to 10 mg/L Iron) <u>Nine Hundred Fifty Dollars</u> Per Unit	Each	\$ <u>950</u> ⁻	10	\$ <u>9,500</u> ⁻ ✓
5	Furnish/Install Residential Aerator <u>Three Thousand Two Hundred Dollars</u> Per Unit	Each	\$ <u>3,200</u> ⁻	40	\$ <u>128,000</u> ⁻ ✓
6	Furnish/Install Air Injection Unit <u>Seven Hundred Fifty Dollars</u> Per Unit	Each	\$ <u>750</u> ⁻	15	\$ <u>11,250</u> ⁻ ✓
7A	Furnish/Install Granular Activated Carbon Unit (2 cu ft) <u>Seven Hundred Dollars</u> Per Unit	Each	\$ <u>700</u> ⁻	110	\$ <u>77,000</u> ⁻ ✓

290,750.

BID SCHEDULE (continued)

ITEM NO.	DESCRIPTION OF ITEM W/ UNIT BID STATEMENTS	UNIT	UNIT PRICE	ESTIMATED QUANTITY	ITEM TOTAL
7B	Furnish/Install Granular Activated Carbon Unit (3 cu ft) <u>Seven Hundred Fifty Dollars</u> Per Unit	Each	\$ <u>750⁰⁰</u>	40	\$ <u>30,000⁻</u> ✓
7C	Furnish/Install Granular Activated Carbon Unit (4 cu ft) <u>One Thousand Two Hundred Forty Nine Dollars</u> Per Unit	Each	\$ <u>1249⁻</u>	10	\$ <u>12,490⁻</u> ✓
8	Furnish/Install Ultraviolet Sterilizer <u>Four Hundred Fifty Two Dollars</u> Per Unit	Each	\$ <u>452⁻</u>	12	\$ <u>5,424⁻</u> ✓
9	Furnish/ Install Water Meter <u>One Hundred Fifty Dollars</u> Per Unit	Each	\$ <u>150⁻</u>	100	\$ <u>15,000⁻</u> ✓
10	POE Maintenance Coordination and Site Visits <u>One Hundred Fifteen Dollars</u> Per Site Visit	Each	\$ <u>115⁻</u>	600	\$ <u>69,000⁻</u> ✓
11	Service and Replace Air Stripper Pump <u>Six Hundred Fifty Dollars</u> Per Unit	Each	\$ <u>650⁻</u>	15	\$ <u>9,750⁻</u> ✓
12	Service and Re-Bed Activated Carbon (AC), and Dispose of used AC <u>Two Hundred Five Dollars</u> Per Unit	Cu. Ft.	\$ <u>205⁻</u>	1600	\$ <u>328,000⁻</u> ✓
13	Service, Remove, and Dispose of Used AC, no AC Re-Bed <u>One Hundred Dollars</u> Per Unit	Cu. Ft.	\$ <u>100⁻</u>	130	\$ <u>13,000⁻</u> ✓

482,664.

BID SCHEDULE (continued)

	DESCRIPTION OF ITEM W/ UNIT BID STATEMENTS	UNIT	UNIT PRICE	ESTIMATED QUANTITY	ITEM TOTAL
14	Service and Bed AC in contactors <u>One Hundred Fifty Dollars</u> Per Unit	Cu. Ft.	\$ <u>150</u> ⁻	50	\$ <u>7,500</u> ⁻ ✓
15	Service and Replace Lamp in Ultraviolet Sterilizer <u>One Hundred Dollars</u> Per Unit	Each	\$ <u>100</u> ⁻	12	\$ <u>1,200</u> ⁻ ✓
16A	Furnish/Install 2 X 10, 5.0 micron Cartridge Filter <u>One Hundred Dollars</u> Per Filter	Each	\$ <u>100</u> ⁻	15	\$ <u>1,500</u> ⁻ ✓
16B	Furnish/Install 4 X 10, 5.0 micron Cartridge Filter <u>Two Hundred Dollars</u> Per Filter	Each	\$ <u>200</u> ⁻	50	\$ <u>10,000</u> ⁻ ✓
16C	Furnish/Install 4 X 20, 5.0 micron Cartridge Filter <u>One Hundred Eighty Dollars</u> Per Filter	Each	\$ <u>180</u> ⁻	15	\$ <u>2,700</u> ⁻ ✓
16D	Furnish/Service Cartridge Filters, regardless of size <u>Fifty Dollars</u> Per Filter	Each	\$ <u>50</u> ⁻	400	\$ <u>20,000</u> ⁻ ✓
17A	Provide 2 X 10, 5.0 micron Cartridge Filter Replacement <u>Five Dollars</u> Per Filter	Each	\$ <u>5</u> ⁻	80	\$ <u>400</u> ⁻ ✓
17B	Provide 4 X 10, 5.0 micron Cartridge Filter Replacement <u>Fourteen Dollars</u> Per Filter	Each	\$ <u>14</u> ⁻	240	\$ <u>3,360</u> ⁻ ✓
17C	Provide 4 X 20, 5.0 micron Cartridge Filter Replacement <u>Twenty Six Dollars</u> Per Filter	Each	\$ <u>26</u> ⁻	80	\$ <u>2,080</u> ⁻ ✓

BID SCHEDULE (continued)

ITEM NO.	DESCRIPTION OF ITEM W/ UNIT BID STATEMENTS	UNIT	UNIT PRICE	ESTIMATED QUANTITY	ITEM TOTAL
18A	Service/Maintain AC Contactor, no Re-Bed <u>Twenty Six Dollars</u> Per Unit	Each	\$ <u>26</u>	60	\$ <u>1,560</u> ✓
18B	Service/Maintain Air Injection Unit <u>Seventy Five Dollars</u> Per Unit	Each	\$ <u>75</u>	20	\$ <u>1,500</u> ✓
18C	Service/Maintain Backwashing Filter <u>Twenty Five Dollars</u> Per Unit	Each	\$ <u>25</u>	40	\$ <u>1,000</u> ✓
18D	Service/Maintain Residential Aerator <u>One Hundred Twenty Dollars</u> Per Unit	Each	\$ <u>120</u>	120	\$ <u>14,400</u> ✓
18E	Service/Maintain Calcite Neutralizer <u>Seventy Five Dollars</u> Per Unit	Each	\$ <u>75</u>	30	\$ <u>2,250</u> ✓
18F	Service/Maintain Water Softener + Brine Tank <u>Seventy Five Dollars</u> Per Unit	Each	\$ <u>75</u>	80	\$ <u>6,000</u> ✓
19A	Water-Sampling, Collect 1-3 water samples for testing* <u>One Hundred Dollars</u> Per Site	Each	\$ <u>100</u>	50	\$ <u>9,000</u> ✓
19B	Water Sampling, Collect 1-3 water samples for testing during POE Maintenance* <u>Fifty dollars</u> Per Site	Each	\$ <u>50</u>	500	\$ <u>25,000</u> ✓
20	Remove, Clean, sanitize POE Components; Plumb water supply to original configuration <u>One Hundred Dollars</u> Per Site	Each	\$ <u>100</u>	30	\$ <u>3,000</u> ✓

59,710.

BID SCHEDULE (continued)

ITEM NO.	DESCRIPTION OF ITEM W/ UNIT-BID STATEMENTS	UNIT	UNIT PRICE	ESTIMATED QUANTITY	ITEM TOTAL
21	Transport and Dispose of POE Components <u>Twenty Five Dollars</u> Per Site	Each	\$ <u>25</u>	30	\$ <u>750</u> ✓
22	Technician Labor, blended rate (includes support staff, technical staff & managers) <u>Seventy Dollars</u> Per Hour	Hour	\$ <u>70</u>	1000	\$ <u>70,000</u> ✓
23	Licensed Plumber Services, specific quote for each assignment needed <u>One Hundred Dollars</u> Per Hour	Hour	\$ <u>100</u>	400	\$ <u>40,000</u> ✓

TOTAL BID PRICE \$ 992,614⁰⁰ ✓ 110,750
(In figures) See

Nine Hundred Ninety Two Thousand Six Hundred Fourteen Dollars
(In words)

Contractor/Bidder Name:

Advanced Radon Mitigation, Inc.

(Bid forms shall be completed in ink or by typewriter. In case of a conflict between the unit price and the total amount for the item, the unit price will take precedence. In conflict between the Total Bid Price in numerals and written words, the written words take precedence.)

*The associated cost for analytical laboratory testing by the DHHS Public Health Lab shall not be included in these bid items but invoiced to DES and paid directly by DES.

BID SCHEDULE (continued)

The Bidder hereby agrees to commence the Work under this contract on or before a date to be specified in the Notice to Proceed and to fully complete all Project work by June 30, 2020.

The approved low Bidder hereby agrees that they will not withdraw their Bid within 120 consecutive calendar days after the actual date of the Opening of Bids and that, if the Owner shall accept their Bid, the Bidder will duly execute and acknowledge the Agreement and furnish, duly executed and acknowledged, the required Contract Bonds within ten (10) days after notification that the Agreement and other Contract Documents are ready for signature.

Should the Bidder fail to fulfill any of their agreements as herein above set forth, the Owner shall have the right to retain as liquidated damages the amount of the bid security which shall become the Owner's property.

The Bidder, by submittal of their Bid, agrees with the Owner that the amount of the Bid security deposited with their Bid fairly and reasonably represents the amount of damages the Owner will suffer due to the failure of the Bidder to fulfill their agreements as above provided.

(SEAL) Advanced Radon Mitigation, Inc.
 (Name of Bidder)
Robin D. Gelinas, President
 (Signature and title of Authorized Representative)
180 Londonderry Turnpike, Suite 1
 (Business Address)
Hooksett, NH 03106
 (City and State)
04/04/2016
 (Date)

Brenda C. Hood
 BREND A. C. HOOD
 Notary Public - New Hampshire
 My Commission Expires February 28, 2019

The Bidder is a (corporation) (~~partnership~~) (~~individual~~) incorporated in the State (~~Commonwealth~~) of New Hampshire.

*Bidder must strike out as necessary to make the above sentence read correctly.

(NOTE: If the Bidder is a corporation, affix the corporate seal and give below the names of their president, treasurer, and general manager; and if an individual, give residential address if different from business address.)

Robin D. Gelinas, President
Phyllis Gelinas, Treasurer

EXHIBIT C

SPECIAL PROVISIONS

ARTICLE 18 - CONTRACT EXTENSIONS

18.1 This contract may be extended one additional year under the existing terms and conditions contained herein, with \$302,500 encumbered for the one year extension upon written Owner notification of the Contractor. Contract work completed during the one year extension will be subject to the approved bid prices and items of work as defined in the New Hampshire Department of Environmental Services (DES) bid document titled: "DESIGN, INSTALLATION AND MAINTENANCE OF POINT OF ENTRY TREATMENT SYSTEM EQUIPMENT - Technical Specifications" and incorporated herein by reference.

ARTICLE 22 A - EXTRA WORK AND CHANGE ORDERS

22.1 The Owner, meaning the State of New Hampshire, may require the performance of extra work or emergency work as deemed necessary or desirable by issuance of a Change Order approved by the Owner. The amount of compensation paid to the Contractor for work authorized under a Change Order shall be made in accordance with the approved bid item prices. Parts and equipment not covered by the bid prices shall be paid at actual cost plus a 10% markup to the Contractor.

In the case of extra work or emergency work which is done by subcontractors and approved by Change Order, the Contractor shall compensate one or more subcontractors in accordance with the approved bid prices. Parts and equipment not covered by the bid prices shall be paid at actual cost plus a 10% markup to the Contractor. The Contractor shall not be entitled to extra compensation or markup for oversight of subcontractors on any of the POE assignments or plumber's work on damaged/broken water system components.

ARTICLE 22 B - CLAIMS FOR EXTRA WORK

23.1 No claim for extra work or cost adjustment shall be allowed unless the same was done pursuant to a written order by the Owner. If the claim is accepted for payment and is not covered by any approved bid item price, the Contractor shall provide all bills,

RK
5/11/14

EXHIBIT C

SPECIAL PROVISIONS

(continued)

payroll vouchers, purchase orders, and statements in an invoice package to the Owner for compensation.

Claims that have been approved and compensated by the Owner, shall not set a precedence for future claims for similar work such that there is an expectation that future claims will be approved for payment.

ARTICLE 22 C - PROPRIETARY EQUIPMENT

22.2 The Contractor shall not install equipment or system components that are subject to the Contractor's status as a proprietary equipment dealer under subcontracts or of the Owner. For the previously installed proprietary parts needing replacement, the Contractor may need to identify "approved equal" replacement parts for use under this contract. Any replacement parts approved for use in this contract shall not be considered for extra claims unless the Owner considers the costs significant enough to adjust the original cost.

RA
5/11/16

Certificate of Authority # 2

(Corporation or LLC - Contract Specific, date specific)

Corporate Resolution

I, Robin D. Gelinas, hereby certify that I am duly elected Clerk/Secretary of
(Name)
Advanced Radon Mitigation, hereby certify the following is a true copy of a vote taken at
(Name of Corporation or LLC)

a meeting of the Board of Directors/shareholders, duly called and held on 05/02, 2016
at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Robin D. Gelinas, President duly authorized to enter a
(Name and Title)

contract on behalf of Advanced Radon Mitigation Inc with the
(Name of Corporation or LLC)

Dept. of Environmental Services State of New Hampshire and further is
(Name of State Agency)

authorized to execute any documents which may in his/her judgment be
desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full
force and effect as of the 05/02, 2016. I further certify that it is understood that the
State of New Hampshire will rely on this certificate as evidence that the person listed above
currently occupies the position indicated and that they have full authority to bind the
corporation to the specific contract indicated.

DATED: 05/02/2016

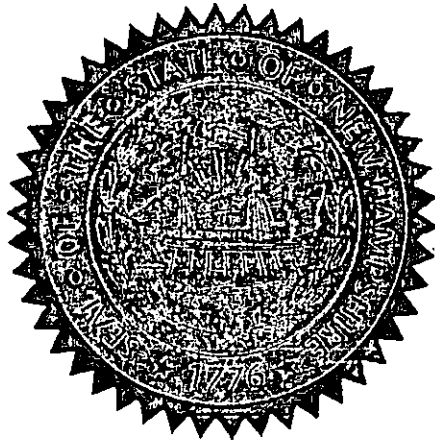
ATTEST: Robin D. Gelinas, President
(Name & Title)

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 ADVANCED RADON MITIGATION INC. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on September 30, 1999. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 20th day of April, A.D. 2016

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

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/21/2016

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

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

PRODUCER Foy Insurance Group - Manchester 1889 Elm St Manchester NH 03104	CONTACT NAME: Robin Maddox
	PHONE (AG No. Ext): (603) 641-8111 FAX (AG No.): (603) 641-0222 E-MAIL ADDRESS: robin.maddox@foyinsurance.com
INSURED Advanced Radon Mitigation Inc 180 Londonderry TPKE Ste 1 Hooksett NH 03106	INSURER(S) AFFORDING COVERAGE
	INSURER A: Colony Insurance NAIC # 36927
	INSURER B: Central Mutual Insurance 20230
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES CERTIFICATE NUMBER **Master 2016-17** 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 SUBR INSR	SOBRT WYO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Liability			PACP304714 \$1m Ea Occ/\$2m Gen Agg	3/10/2016	3/10/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000
	GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BAP 9767262	2/12/2016	2/12/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 1,000,000
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Pollution Liability			PACP304714	3/10/2016	3/10/2017	Each Occurrence/Aggregate 1M/2M
B	Property/Installation			TBD	4/21/2016	4/21/2017	Limit 10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
New Hampshire Department of Environmental Services is additional insured if written signed contract, agreement, or permit to such exists prior to loss subject to form indicated above in General Liability section.

CERTIFICATE HOLDER

CANCELLATION

New Hampshire Department of Environmental
Waste Management Division
29 Hazen Drive, P.O. Box 95
Concord, NH 03302-0095

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

Robin Maddox/MLISA



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/25/2016

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

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

PRODUCER Automatic Data Processing Insurance Agency, Inc. 1 Adp Boulevard Roseland, NJ 07068	CONTACT NAME: PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ INSURER(S) AFFORDING COVERAGE INSURER A : Technology Insurance Company, Inc. NAIC # 42376 INSURER B : _____ INSURER C : _____ INSURER D : _____ INSURER E : _____ INSURER F : _____
INSURED ADVANCED RADON MITIGATION INC 180 LONDONDERRY TPKE SUITE 1 Hooksett, NH 03106	

COVERAGES CERTIFICATE NUMBER: 496776 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	ADOL	SUBR	INSO	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 - COMPIOP AGG \$ _____
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS								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 \$ _____
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		N/A	N	TWC3545988	05/13/2016	05/13/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER

CANCELLATION

New Hampshire Department of Environmental Waste Management Division 29 Hazen Drive Concord, NH 03302	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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OUR REFERENCE NUMBER S910969

PAGE 2

1) THE ORIGINAL LETTER OF CREDIT AND ANY AMENDMENTS THERETO, IF ANY.

2) BENEFICIARY'S STATEMENT PURPORTEDLY SIGNED BY AN AUTHORIZED REPRESENTATIVE STATING:

"WE HEREBY CERTIFY THAT THE AMOUNT OF THIS DRAFT REPRESENTS FUNDS DUE AS A RESULT OF THE FAILURE OF ADVANCED RADON MITIGATION, INC. TO COMPLY WITH THE TERMS OF A CERTAIN CONTRACT BETWEEN TREASURER, STATE OF NH AND ADVANCED RADON MITIGATION, INC. FOR NHDES DESIGN, INSTALLATION AND MAINTENANCE OF POE TREATMENT SYSTEM EQUIPMENT"

EACH DRAFT MUST BE MARKED: "DRAWN UNDER CITIZENS BANK, N.A. LETTER OF CREDIT NUMBER S910969, DATED APRIL 27, 2016"

IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT SHALL BE DEEMED AUTOMATICALLY EXTENDED WITHOUT AMENDMENT, FOR AN ADDITIONAL PERIOD(S) OF ONE YEAR FROM THE PRESENT OR EACH FUTURE EXPIRATION DATE, UNLESS AT LEAST SIXTY (60) CALENDAR DAYS PRIOR TO SUCH DATE, WE SEND YOU A WRITTEN NOTIFICATION BY REGISTERED MAIL OR OVERNIGHT COURIER SERVICE AT THE ABOVE ADDRESS, THAT WE ELECT NOT TO EXTEND THIS LETTER OF CREDIT FOR SUCH ADDITIONAL PERIOD AND SUCH NOTICE SHALL BE EFFECTIVE UPON DISPATCH. UPON YOUR RECEIPT OF SUCH NOTICE, YOU MAY DRAW ON US BY YOUR SIGHT DRAFT FOR THE FULL AMOUNT OF THEN AVAILABLE BALANCE WITHIN THEN APPLICABLE EXPIRATION DATE, ACCOMPANIED BY YOUR STATEMENT PURPORTEDLY SIGNED BY ONE OF YOUR OFFICIALS READING:

"THE AMOUNT OF THIS DRAWING USD _____ REPRESENTS FUNDS DUE AS WE HAVE RECEIVED NOTICE FROM CITIZENS BANK, N.A. OF THEIR DECISION NOT TO EXTEND THE LETTER OF CREDIT NO. S910969 FOR AN ADDITIONAL YEAR."

HOWEVER, IN NO EVENT WILL THIS LETTER OF CREDIT BE EXTENDED BEYOND JUNE 30, 2020, THE FINAL EXPIRATION DATE.

WE HEREBY AGREE WITH YOU THAT THE DRAFT DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS OF THIS LETTER OF CREDIT WILL BE DULY HONORED IF PRESENTED TO US AT CITIZENS BANK, N.A., 20 CABOT ROAD, MAIL STOP MMF470, MEDFORD, MA 02155 U.S.A. ON OR BEFORE THE ABOVE MENTIONED EXPIRATION DATE OR ANY AUTOMATICALLY EXTENDED EXPIRATION DATE.

Citizens
Commercial Banking

International Division
20 Cabot Road
Medford, MA 02155 USA
888 868.0212 tel
SWIFT: CTZIUS33 TELEX 211047 CTZINTL

OUR REFERENCE NUMBER S910969

PAGE 3

THIS LETTER OF CREDIT SETS FORTH IN FULL THE TERMS OF OUR UNDERTAKING, SUCH UNDERTAKING SHALL NOT IN ANY WAY BE MODIFIED, AMENDED OR AMPLIFIED BY REFERENCES TO ANY DOCUMENT OR INSTRUMENT REFERRED TO HEREIN OR IN WHICH THIS LETTER OF CREDIT RELATES AND ANY SUCH REFERENCE SHALL NOT IN ANY WAY BE DEEMED TO INCORPORATE HEREIN BY REFERENCE ANY DOCUMENT OR INSTRUMENT.

EXCEPT SO FAR AS OTHERWISE EXPRESSLY STATED, THIS CREDIT IS SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES 1998 ("ISP98"), INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 590.

PLEASE ADDRESS ANY INQUIRIES TO THE ATTN: LETTER OF CREDIT DEPT., QUOTING OUR REF. NO: S910969 ATTN: CARNATION CHIN BY PHONE: (781) 655-4378 BY SWIFT: CTZIUS33



AUTHORIZED SIGNATURE



AUTHORIZED SIGNATURE

SIGHT DRAFT

DATE: 04/14/2010

DRAWN UNDER CITIZENS BANK, N.A. LETTER OF CREDIT NUMBER _____
DATED _____

→ Treasurer State of NH
TO THE ORDER OF S/O NHDES Waste Management, Inc. (BENEFICIARY), PLEASE
PAY (\$ 70,000.00) US DOLLARS AT
SIGHT FOR VALUE RECEIVED FOR THE ACCOUNT OF Advanced Radon Mitigation, Inc.
(APPLICANT).

BY: [Signature]
Authorized officer

The signature below constitutes our endorsement to the draft

BY: [Signature]
Authorized officer

To,
CITIZENS BANK, N.A.
INTERNATIONAL DEPARTMENT
20 CABOT ROAD, MEDFORD, MA 02155