



The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner

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October 9, 2019

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

REQUESTED ACTION

Authorize the Department of Environmental Services (DES) to enter into an agreement with J.W.C. Enterprises, Inc. (VC #156080-B001), Milford, NH in the amount of \$54,885 for analytical laboratory testing services, effective upon Governor and Council approval through June 30, 2022. 100% WRBP Funds.

Funding is available in the following account:

	<u>FY20</u>	<u>FY21</u>	<u>FY22</u>
030-044-044-442010-1300-020-500239	\$17,575	\$18,655	\$18,655
Dept. Environmental Services, Winnepesaukee River Basin, Current Expenses			

EXPLANATION

The DES Winnepesaukee River Basin Program (WRBP) owns and operates the regional wastewater collection and treatment system on behalf of the 10 Lakes Region communities that are served by the system. This is a contract with a laboratory to perform analytical testing for the WRBP wastewater treatment plant in Franklin.

The services provided under this contract include National Pollutant Discharge Elimination System (NPDES) permit compliance and operational testing as well as surface water testing from the Merrimack River. The scope of services is more fully described in Exhibit A.

A Request for Quotations (RFQ) was prepared and sent to twelve (12) firms known do provide these types of services. The RFQ was also advertised in the newspaper, The Union Leader, and posted on the Department of Administrative Services Purchase and Property website.

Responses to the RFQ are as follows:

<u>Company</u>	<u>Response</u>
J.W.C. Enterprises, Milford, NH	\$54,885.00
Eastern Analytical, Inc, Concord, NH	\$67,623.00
Absolute Resource Assoc., Portsmouth, NH	No Bid
AMRO Environmental Labs, Merrimack, NH	No Response
Granite State Analytical Services, Derry, NH	No Response
Nelson Analytical, Manchester, NH	No Response
Resource Laboratories, Portsmouth, NH	No Response
Alpha Analytical, Portsmouth, NH	No Response
Con-Test, E. Longmeadow, MA	No Response
Enthalpy Analytical, Hampton, NH	No Response
Northern Analytical Laboratory, Londonderry, NH	No Response
Deltek, Seattle WA	No Response

Based upon the results, we wish to award the contract to the low, responsive bidder: J.W.C. Enterprises, Inc. This laboratory has the required accreditation through the Environmental Laboratory Accreditation Program (NHELAP), does not subcontract any of the required testing, and has satisfactorily performed similar services for the WRBP in the past.

Note that all operating costs of the WRBP are paid by the users of the wastewater treatment and collection system, as provided in RSA 485-A:50. There is no General Fund contribution to the WRBP's operation.

This contract has been approved by the Department of Justice as to form, substance and execution.

We respectfully request your approval.


Robert R. Scott, Commissioner

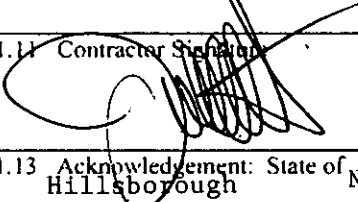


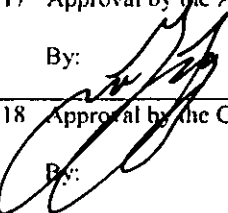
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name NH Department of Environmental Services		1.2 State Agency Address 29 Hazen Dr., Concord, NH 03302	
1.3 Contractor Name J.W.C. Enterprises, Inc.		1.4 Contractor Address 317 Elm St Milford, NH 03055	
1.5 Contractor Phone Number (603) 673-5440	1.6 Account Number 03-44-44-442010- 1300-020-500239	1.7 Completion Date June 30, 2022	1.8 Price Limitation \$54,885.00
1.9 Contracting Officer for State Agency Sharon A. McMillin PhD		1.10 State Agency Telephone Number (603) 934-4032	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Jay W. Chrystal, President	
1.13 Acknowledgement: State of <u>New Hampshire</u> County of <u>Hillsborough</u> On August 26, 2019 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 <div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;">  [Seal] </div> <div style="text-align: center;"> HEATHER MARMORSTEIN, Notary Public My Commission Expires April 5, 2022 </div> </div>			
1.13.2 Name and Title of Notary or Justice of the Peace Heather Marmorstein			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Robert R. Scott, Commissioner, NHDES	
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: 9/25/19			
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

Contractor Initials 
Date 8-26-19

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.

Contractor Initials

Date


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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.

Contractor Initials

Date



8/26/19

EXHIBIT A The Services

SCHEDULED SERVICES

1. NPDES Permit and Operational Testing: The current WRBP's NPDES permit requires testing of 3/week E coli effluent samples, 2/month CBOD₅ influent samples, 2/week CBOD₅ effluent samples, 2/month TSS influent samples, 2/week Total Suspended Solids (TSS) effluent samples and 2/month Total Phosphorus effluent samples between April and October.

Total Kjeldahl Nitrogen (TKN), Nitrate and Nitrite are tested monthly.

The WRBP reserves the right to reduce the number of samples to just those required for NPDES compliance and those that will not be performed in house (e.g. CBOD₅, Phosphorus, and TKN).

However, wastewater influent, primary effluent and effluent samples are typically analyzed for many of the same parameters in addition to the minimum required for NPDES compliance.

There is no guarantee of a minimum or maximum number of samples.

2. Surface Water Testing: Merrimack River surface water samples are taken by volunteers every other week for 6 sampling events in June through August each calendar year. Volunteers will drop the samples off at the chosen lab on the Tuesday morning of each sampling event. Therefore, selected lab must be within a 1-hour drive time of the Concord, NHDES office in order for the samples to remain within the 6-hour holding time for E. coli and coliform testing in wastewater. A maximum of eleven (11) samples plus a duplicate per event shall be tested and results reported as both Total Coliform (total) and E coli (MPN IDEX method). Preliminary results for each Tuesday's sampling event shall be emailed by no later than 1pm on Friday afternoon. Final results shall be emailed and a hard copy mailed within 5-10 business days. Email addresses shall be provided at the time of the award.

Since the Surface Water testing requires expedited turn-around time reporting that may incur additional expense, the WRBP reserves the right to select one or two labs for the scheduled services above as will be in the best interest of the WRBP. The lab awarded the NPDES Permit and Operational Testing shall be awarded the Contingency Services below.

CONTINGENCY SERVICES

Other surface water, groundwater, wastewater or wastewater treatment sludge samples may need to be tested on an as-needed, pre-arranged schedule. The cost per sample shown on Exhibit B for scheduled services shall be the same as for unscheduled services.

On rare occasions, the WRBP may need expedited turn-around times or additional testing parameters. Since these costs typically vary depending upon the test procedure performed, the WRBP is including \$2,500/fiscal year to cover these unusual expenses. These requirements and their associated contingency costs shall be negotiated for each event.

ANALYTICAL RESULTS REPORTING

A report of the testing results shall include the following;

- Times and dates samples were collected, site identification
- Chain-of-custody form with lab signature and date of receipt
- Reporting Detection Limits, methods used, date of analysis and analysts' initials


Initials 
Date 08/26/2019

EXHIBIT A

The Services

- Laboratory shall use the test method indicated for each listed constituent.
- Any other observations or test conditions affecting test outcome we reserve the right to request additional information such as raw data pages for inorganics and chromatograms for organics if we believe there is a need to review such data.
- An electronic copy of the preliminary and final results will be emailed to the WRBP (email addresses to be provided upon award) in both Excel and PDF format in addition to a hard copy mailing to the WRBP Franklin WWTP at PO Box 68, Franklin, NH 03235.

ADDITIONAL LABORATORY RESPONSIBILITIES

The successful vendor shall provide the following:

- 5 to 10-day standard turnaround time unless specified differently in Exhibit A and B.
- All sampling containers and, when required, the proper preservatives added.
- Coolers and ice or cold packs for shipping.
- Chain-of-custody documentation.
- Container and cooler kit delivery.
- Courier pick-up services (except as noted for Merrimack River surface water testing): Pick-ups shall be scheduled so that all samples remain within their respective holding time – typically 3 days/week with pick-up on Tuesday, Wednesday and Thursday with adjustments for State Holidays or additional samples as provided under the contingency.
- Merrimack River Surface water samples shall be dropped off at the selected lab by a volunteer courier the morning that they are taken. Laboratory is responsible for setting-up the testing to remain within the required holding time.
- Laboratory shall be responsible for repeating any test that does not meet QA/QC standards at no cost to the WRBP.
- If any work is subcontracted, the laboratory shall obtain prior approval from the WRBP and no additional cost shall be incurred for scheduled services.

Information contained in the State's Request for Quotations dated August 2, 2019 is hereby included in Exhibit A by reference.

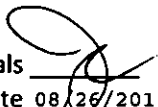
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Date 08/29/2019

EXHIBIT B
Costs and Terms of Payment

SCHEDULED SERVICES:

1. <u>NPDES PERMIT AND OPERATIONAL TESTING</u>	<u>FY20</u>	<u>FY21</u>	<u>FY22</u>
E coli (MPN) – cost each (assume 3/week for 52 weeks/FY)	\$ <u>18.00</u>	\$ <u>18.00</u>	\$ <u>18.00</u>
CBOD ₅ (mg/l) – cost each (assume 6/week for 52 weeks/FY plus 2/month for 12 months)	\$ <u>24.75</u>	\$ <u>24.75</u>	\$ <u>24.75</u>
Solids, Total Suspended (TSS in mg/l) – cost each (assume 6/week for 52 weeks/FY plus 2/month for 12 months)	\$ <u>8.25</u>	\$ <u>8.25</u>	\$ <u>8.25</u>
Total Phosphorus – cost each (assume 2/months for 7 months)	\$ <u>15.00</u>	\$ <u>15.00</u>	\$ <u>15.00</u>
Total Kjeldahl Nitrogen (TKN) – cost each (assume 1/month for 12 months/FY)	\$ <u>19.25</u>	\$ <u>19.25</u>	\$ <u>19.25</u>
Nitrate – cost each (assume 1/month for 12 months/FY)	\$ <u>8.25</u>	\$ <u>8.25</u>	\$ <u>8.25</u>
Nitrite – cost each (assume 1/month for 12 months/FY)	\$ <u>8.25</u>	\$ <u>8.25</u>	\$ <u>8.25</u>
<u>TOTAL/FISCAL YEAR (FY) FOR SCHEDULED SERVICES:</u> (calculated based on the assumptions for each line item above)	\$ <u>14,535</u>	\$ <u>14,535</u>	\$ <u>14,535</u>
<u>CONTINGENCY</u>	\$ <u>2,500.00</u>	\$ <u>2,500.00</u>	\$ <u>2,500.00</u>
TOTALS/FY (sum of scheduled services and contingency)	\$ <u>17,035.</u>	\$ <u>17035.</u>	\$ <u>17035.</u>
2. <u>SURFACE WATER TESTING</u>	<u>FY20</u>	<u>FY21</u>	<u>FY22</u>
Total Coliform & E coli (MPN) Surface Water – cost each (12/week for 6 events June to August; assume 2 events/month) (June 2020)	\$ <u>22.50</u>	\$ <u>22.50</u> (July 2020; Aug 2020; June 2021)	\$ <u>22.50</u> (July 2021; Aug 2021; June 2022)
TOTALS/FY (sum of surface water testing)	\$ <u>540.00</u>	\$ <u>1620.00</u>	\$ <u>1620.00</u>


Initials 
Date 08/26/2019

EXHIBIT B
Costs and Terms of Payment - continued

Notes:

1. Since the WRBP reserves the right to select one or two labs to provide these analytical services as will be in the best interest of the WRBP and to maintain sample holding time compliance, the lab awarded the NPDES Permit and Operational Testing shall be awarded the Contingency Services. Contract price limitation for a single lab awarded the contract is the sum of all services including the contingency (item 1 plus item 2). If two labs are awarded contracts, separate contract price limitations will be for NPDES permit and operational testing plus the \$2,500/FY contingency (item 1) and for the surface water testing (item 2).
2. State fiscal years are defined as flows: FY20 is from July 1, 2019 to June 30, 2020; FY 21 is from July 1, 2020 to June 30, 2021; and FY22 is from July 1, 2021 to June 30, 2022. FY20 testing will be from approval by Governor and Executive Council through June 30, 2020.
3. The contracted laboratory(ies) to be paid within thirty (30) days of submission of invoice after satisfactory completion of work. Approval of this work does not authorize any expenditure over the price limitations.

J.W.C. Enterprises, Inc.
Company Name

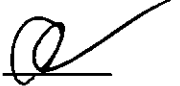

Initials 
Date 08/26/2019

EXHIBIT C
Special Provisions

None.

Initials 
Date 08/26/2019

State of New Hampshire

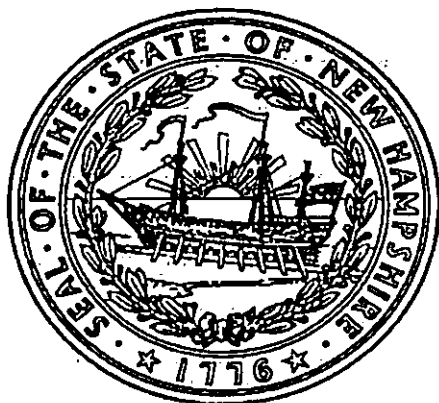
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that J. W. C. ENTERPRISES, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on February 20, 1986. 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: 92367

Certificate Number: 0004572254



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 26th day of August A.D. 2019.

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

William M. Gardner
Secretary of State

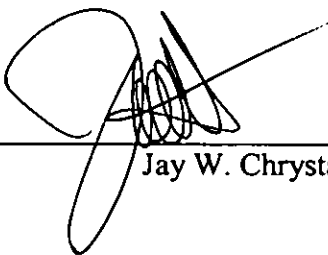
Certificate of Vote/Authority

Be it resolved that it is in the best interests of the J.W.C. Enterprises, Inc, d/b/a Chemserve to enter into contracts with the State of New Hampshire acting through its Department of Environmental Services.

In furtherance of this resolution, Jay W. Chrystal the President and is duly authorized to enter into and sign said contracts on behalf of the J.W.C. Enterprises, Inc, d/b/a Chemserve. Jay W. Chrystal currently holds the Title of President and has held that office since February 1986. The President is further authorized to provide such additional information and execute such other documents as may be required by the state or federal government in connection with said contracts and to execute any amendments, rescissions, and revisions thereto.

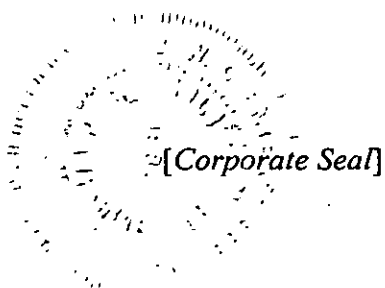
The Secretary is authorized to impress the seal of the J.W.C. Enterprises, Inc, d/b/a Chemserve on any such document, amendment, rescission, or revision.

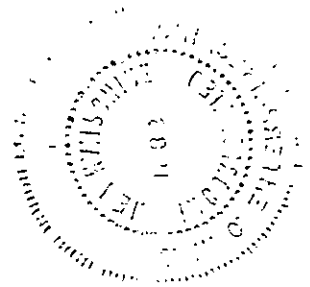
I, Jay Chrystal, the Secretary, and sole shareholder of J.W.C. Enterprises, Inc, d/b/a Chemserve, do hereby certify this to be a true copy of the resolution duly adopted at the Special Meeting on August 23, 2019 and that it has not been rescinded, amended or altered in any way, **and that it remains in full force and in effect.**



Jay W. Chrystal

August 23, 2019







JWCENTE-01

MPOULIN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/27/2019

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

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

PRODUCER License # AGR8150 Clark Insurance One Sundial Ave Suite 302N Manchester, NH 03103	CONTACT NAME: Allison Gould, AAI, MLIS, CRIS
	PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: agould@clarkinsurance.com
INSURED JWC Enterprises Inc. dba Chemserve 317 Elm St Milford, NH 03055	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A: The Hanover Insurance Company 22292
	INSURER B: Allmerica Financial Benefit 41840
	INSURER C: Berkley Design Prof Und
	INSURER D: INSURER E: INSURER F:

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
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X		ZBVD07074502	10/14/2018	10/14/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			AWVD074840	10/14/2018	10/14/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION\$			UHVD070752	10/14/2018	10/14/2019	EACH OCCURRENCE \$ 1,000,000 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	Y	N/A	10/14/2018	10/14/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	E&O			AEC-9027440-00	10/14/2018	10/14/2019	Per Occurrence 1,000,000
C	Pollution			AEC-9027440-00	10/14/2018	10/14/2019	Occurrence 1,000,000

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

Sharon McMillin, NHDES Winnepesaukee River Basin Program, Franklin WWTF are named as additional insured with respect to General Liability if required by written contract.

CERTIFICATE HOLDER

CANCELLATION

NHDES Winnepesaukee River Basin Program
Franklin WWTF
PO Box 68
528 River Street
Franklin, NH 03235

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