



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES



103
Cont

Thomas S. Burack, Commissioner

May 17, 2013

Her Excellency, Governor Margaret Wood Hassan
 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. dba ChemServe (VC #156080), Milford, New Hampshire, in the amount of \$11,593.25 for analytical services for biosolids and NPDES permit renewal testing, effective as of July 1, 2013 through June 30, 2016, upon Governor and Council approval. 100% WRBP funds.

Funding is available in the account as follows, with the authority to adjust encumbrances in each of the stated fiscal years through the Budget Office if needed and justified. Funding for FY14-FY16 is contingent upon the availability and continued appropriation of funds.

	<u>FY 14</u>	<u>FY 15</u>	<u>FY 16</u>
03-44-44-442010-1300-020-500239	\$4,608.75	\$3,492.25	\$3,492.25
Dept. of Environmental Services, Winnepesaukee River Basin, Current Expenses			

EXPLANATION

This is a contract with an analytical laboratory to determine the chemical quality of the biosolids produced at the Department of Environmental Services (DES) wastewater treatment plant in Franklin. The DES under its Winnepesaukee River Basin Program (WRBP) operates the regional wastewater collection and treatment systems on behalf of the 10 communities in the lakes region that receive the benefit of the service. In addition, the plant also provides septage disposal services for scores of communities throughout New Hampshire.

Part A of this agreement is for the Biosolids Testing for the WRBP Franklin Wastewater Treatment Plant (WWTP). Biosolids from the Franklin WWTP are recycled through a land application program and the analytical testing specified in Part A Items 1 and 2 is required by both State (Env-Ws 800) rules and Federal (40 CFR Part 503) regulations. The Franklin plant accepts over 5 million gallons each year of septage from communities in New Hampshire. Testing specified in Part A Item 3 is to insure that the amount of septage accepted at the plant does not impact Franklin's biosolids recycling program. Part A Item 4 provides for an additional, unscheduled test of the biosolids each year at the request of the WRBP.

Part B of this agreement is for the additional testing required for the WRBP's National Pollution Discharge Elimination System (NPDES) permit renewal application. The WRBP's NPDES permit is due to expire on August 31, 2014, but the application including analytical results must be submitted by February 28, 2014. As part of this permit renewal application process, additional analytical testing is required. Therefore, the testing in Part B will all be performed in fiscal year 2014. Part B Items 1 and 2

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and the Honorable Council

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specifies one testing event of effluent (discharge) samples for the constituents identified in the Methods cited. Part B Items 3 through 10 specifies three testing events of effluent samples for the constituents identified in the Methods cited. Part B Item 11 provides for an additional, unscheduled test of the effluent for the constituents identified in Items 1 through 10 at the request of the WRBP.

A Request for Quotation (RFQ) was prepared and advertised in The Citizen of Laconia newspaper and posted on the Department of Administrative Services Purchase and Property website. In addition, the RFQ was also sent directly to six (6) laboratories in New England known to perform these services. Responses to the RFQ were as follows:

Company and Location

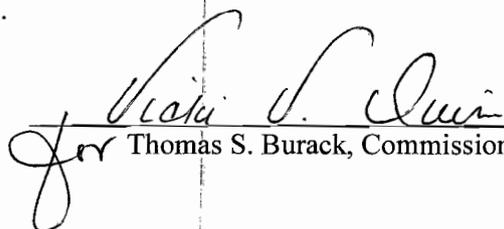
Quotation
(Part A + Part B = Total)

JWC Enterprises, Inc. dba ChemServe, Inc., Milford, NH	\$10,476.75+\$1,116.50 = \$11,593.25
Absolute Resource Associates, LLC, Portsmouth, NH	\$12,079.50+\$1,044.00 = \$13,123.50
Eastern Analytical, Inc., Concord, NH	\$15,201.00+\$1,261.00 = \$16,462.00
Katahdin Analytical Services, Inc., Westbrook, ME	\$14,244.00+\$1,001.00 = \$15,245.00
EnviroSystems, Inc., Hampton, NH	\$19,965.00+\$ 995.00 = \$20,960.00
Con-Test Analytical Laboratory, East Longmeadow, MA	No response

As a result of the bids, we wish to award the contract to JWC Enterprises, Inc. dba ChemServe, Inc., Milford, NH with accreditation (No. 1008) through the DES NH Environmental Laboratory Accreditation Program (NHELAP).

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

We respectfully request your approval.



Thomas S. Burack, Commissioner

Subject:

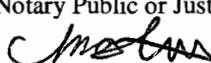
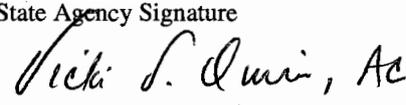
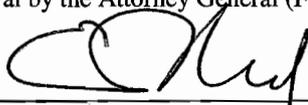
Analytical Services for Biosolids and NPDES Permit Renewal Testing

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, Concord, NH 03302	
1.3 Contractor Name I.W.C. Enterprises, Inc. dba ChemServe		1.4 Contractor Address 317 Elm Street 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, 2016	1.8 Price Limitation \$11,593.25
1.9 Contracting Officer for State Agency Thomas S. Burack, Commissioner		1.10 State Agency Telephone Number 603-271-3503	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Jay W. Crystal, President	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsborough</u> On <u>5/7/13</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]		My Commission Expires February 22, 2017	
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 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) By:  On: 5-29-13			
1.18 Approval by the Governor and Executive Council 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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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. 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.


3/7/13

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 consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written 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 \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance 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 fifteen (15) 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 endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) 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.

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.

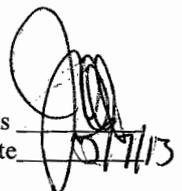
22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

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

A handwritten signature in black ink is written over the 'Contractor Initials' line. Below the signature, the date '5/7/13' is handwritten in black ink over the 'Date' line.

**EXHIBIT A
THE SERVICES
Part A – BIOSOLIDS TESTING**

Contract period July 1, 2013 to June 30, 2016

SCHEDULED SERVICES

Item 1. Biosolids Annual Pollutant Scan: Once per year during the month of July analyze for the constituents listed in **Table I of Part A EXHIBIT A Attachment 1**. The analytical results are to be submitted to the WRBP within 3 weeks of receipt of the samples. The Dioxin results are to be submitted to the WRBP within 8 weeks of receipt of the sample.

Item 2. Biosolids Monthly Pollutant Scan: Except for the month of July of each year, analyze monthly for the constituents listed in **Table II of Part A EXHIBIT A Attachment 1**. The analytical results are to be submitted to the WRBP within 3 weeks of receipt of the samples.

Item 3. Septage Monthly Pollutant Scan: Analyze monthly for the following metals: Total Copper, Total Lead and Total Zinc using the test method in **Table I Section C of Part A EXHIBIT A Attachment 1**. The analytical results are to be submitted to the WRBP within 3 weeks of receipt of the samples.

UNSCHEDULED SERVICES

Item 4. Biosolids Pollutant Scan: Analyze one additional sample that may be necessary in any given year taken at an unspecified time during the year for the constituents listed in **Table II of Part A EXHIBIT A Attachment 1** (pages 12 of 13 and 13 of 13). The analytical results are to be submitted to the WRBP within 3 weeks of receipt of the samples.

BIOSOLIDS TEST 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
- 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.

ADDITIONAL LABORATORY RESPONSIBILITIES

The successful vendor shall provide the following:

1. All sampling containers and, when required, the proper preservatives added.
2. Coolers for shipping.
3. Chain-of-custody documentation.
4. Prepaid shipping to and from the WRBP with shipping instructions.

EXHIBIT A
THE SERVICES -Continued
PART A – BIOSOLIDS TESTING

ATTACHMENT 1
BIOSOLIDS ANNUAL POLLUTANT SCAN

1. GENERAL REQUIREMENTS

Annually analyze the biosolids during the month of July of each year for the pollutants listed in TABLE 1 below.

TABLE I*¹

#	Table I Compounds	CAS	Analytical Method	Detection Limit* ² (mg/kg)
Section A. Volatile Organic Compounds				
1	Dichlorodifluoromethane	75-71-8	SW846 – 8000 series	1.0
2	Chloromethane	74-87-3	SW846 – 8000 series	0.7
3	Vinyl chloride	75-01-4	SW846 – 8000 series	0.4
4	Bromomethane	74-83-9	SW846 – 8000 series	0.3
5	Chlorethane	75-00-3	SW846 – 8000 series	1.0
6	Trichlorofluoromethane	75-69-4	SW846 – 8000 series	1.0
7	Diethyl ether	60-29-7	SW846 – 8000 series	5.0
8	Acetone	67-64-1	SW846 – 8000 series	5.0
9	1,1-Dichloroethene	75-35-4	SW846 – 8000 series	0.5
10	Methylene chloride	75-09-2	SW846 – 8000 series	0.1
11	Carbon disulfide	75-15-0	SW846 – 8000 series	0.2
12	Methyl-tert-butylether (MTBE)	1634-04-4	SW846 – 8000 series	2.0
13	trans-1,2-Dichloroethene	156-60-5	SW846 – 8000 series	1.0
14	1,1-Dichloroethane	75-34-3	SW846 – 8000 series	1.0
15	2-Butanone (MEK)	78-93-3	SW846 – 8000 series	1.0
16	2,2-Dichloropropane	590-20-7	SW846 – 8000 series	1.0
17	Cis-1,2-Dichloroethene	156-59-2	SW846 – 8000 series	1.0

#	Table I Compounds	CAS	Analytical Method	Detection Limit* ² (mg/kg)
18	Chloroform	67-66-3	SW846 – 8000 series	0.1
19	Bromochloromethane	74-97-5	SW846 – 8000 series	1.0
20	Tetrahydrofurn (THF)	109-99-9	SW846 – 8000 series	1.0
21	1,1,1-Trichloroethane	71-55-6	SW846 – 8000 series	1.0
22	1,1-Dichloropropene	563-58-6	SW846 – 8000 series	1.0
23	Carbon tetrachloride	56-23-5	SW846 – 8000 series	1.0
24	1,2-Dichloroethane	107-06-2	SW846 – 8000 series	0.08
25	Benzene	71-43-2	SW846 – 8000 series	0.30
26	Trichloroethene	79-01-6	SW846 – 8000 series	0.8
27	1,2 Dichloropropane	78-87-5	SW846 – 8000 series	0.1
28	Dichlorobromomethane	75-27-4	SW846 – 8000 series	0.02
29	Dibromomethane	74-95-3	SW846 – 8000 series	1.0
30	4-Methyl-2-pentanone (MIBK)	108-10-1	SW846 – 8000 series	1.0
31	Cis-1,3-Dichloropropene	10061-01-5	SW846 – 8000 series	0.5
32	Toluene	108-88-3	SW846 – 8000 series	1.0
33	Trans-1,3-Dichloropropene	10061-02-6	SW846 – 8000 series	0.5
34	1,1,2-Trichloroethane	79-00-5	SW846 – 8000 series	0.1
35	2-Hexanone	591-78-6	SW846 – 8000 series	5.0
36	1,3-Dichloropropane	142-28-9	SW846 – 8000 series	1.0
37	Tetrachlorethene	127-18-4	SW846 – 8000 series	1.0
38	Dibromochlormethane	128-48-1	SW846 – 8000 series	0.01
39	1,2-Dibromoethane	106-93-4	SW846 – 8000 series	0.09
40	Chlorobenzene	108-90-7	SW846 – 8000 series	1.0
41	1,1,1,2-Tetrachloroethane	630-20-6	SW846 – 8000 series	1.0
42	Ethylbenzene	100-41-4	SW846 – 8000 series	1.0
43	m&p-Xylene	108-38-3 106-42-3	SW846 – 8000 series	10
44	o-Xylene	95-47-6	SW846 – 8000 series	5.0

#	Table I Compounds	CAS	Analytical Method	Detection Limit* ² (mg/kg)
45	Styrene	100-42-5	SW846 – 8000 series	1.0
46	Bromoform	75-25-2	SW846 – 8000 series	0.1
47	Isopropylbenzene	98-82-8	SW846 – 8000 series	5.0
48	1,1,2,2-Tetrachloroethane	79-34-5	SW846 – 8000 series	0.02
49	1,2,3-Trichloropropane	96-18-4	SW846 – 8000 series	1.0
50	n-Propylbenzene	98-06-6	SW846 – 8000 series	5.0
51	Bromobenzene	108-86-1	SW846 – 8000 series	1.0
52	1,3,5-Trimethylbenzene	108-67-8	SW846 – 8000 series	5.0
53	2-Chlorotoluene	95-49-8	SW846 – 8000 series	1.0
54	4-Chlorotoluene	106-43-4	SW846 – 8000 series	1.0
55	tert-Butylbenzene	104-51-8	SW846 – 8000 series	5.0
56	1,2,4-Trimethylbenzene	95-63-6	SW846 – 8000 series	5.0
57	sec-Butylbenzene	135-98-8	SW846 – 8000 series	5.0
58	p-Isopropyltoluene	99-87-6	SW846 – 8000 series	5.0
59	1,3-Dichlorobenzene	541-73-1	SW846 – 8000 series	5.0
60	1,4-Dichlorobenzene	106-46-7	SW846 – 8000 series	5.0
61	n-Butylbenzene	104-51-8	SW846 – 8000 series	5.0
62	1,2-Dichlorobenzene	95-50-1	SW846 – 8000 series	5.0
63	1,2-Dibromo-3-chloropropane	96-12-8	SW846 – 8000 series	0.02
64	1,2,4-Trichlorobenzene	120-82-1	SW846 – 8000 series	2.0
65	Hexachlorobutadiene	87-68-3	SW846 – 8000 series	0.2
66	Naphthalene	87-68-3	SW846 – 8000 series	5.0
67	1,2,3-Trichlorobenzene	87-61-6	SW846 – 8000 series	2.0

#	Table I Compounds	CAS	Analytical Method	Detection Limit* ² (mg/kg)
Section B. Semi-volatile Organic Compounds				
68	1,2-Diphenylhydrazine (as Azobenzene)	122-66-7	SW846 – 8000 series	1.7
69	2,4,5-Trichlorophenol	95-95-4	SW846 – 8000 series	5.0
70	2,4,6-Trichlorophenol	88-06-2	SW846 – 8000 series	1.7
71	2,4-Dichlorophenol	120-83-2	SW846 – 8000 series	1.7
72	2,4-Dimethylphenol	105-67-9	SW846 – 8000 series	2.0
73	2,4-Dinitrophenol	51-28-5	SW846 – 8000 series	12
74	2,4-Dinitrotoluene	121-14-2	SW846 – 8000 series	1.7
75	2,6-Dinitrotoluene	606-20-2	SW846 – 8000 series	1.7
76	2-Chloronaphthalene	91-59-7	SW846 – 8000 series	10
77	2-Chlorophenol	95-97-8	SW846 – 8000 series	2.0
78	2-Methylnaphthalene	91-57-6	SW846 – 8000 series	5.0
79	2-Methylphenol (o-Cresol)	95-48-7	SW846 – 8000 series	5.0
80	2-Nitroaniline	88-74-4	SW846 – 8000 series	5.0
81	2-Nitrophenol	88-75-5	SW846 – 8000 series	5.0
82	3,3'-Dichlorobenzidine	91-94-1	SW846 – 8000 series	4.0
83	3-Nitroaniline	99-09-2	SW846 – 8000 series	5.0
84	3&4-Methylphenol (m&p-Cresol)	106-44-5	SW846 – 8000 series	5.0
85	4,6-Dinitro-2-methylphenol	534-52-1	SW846 – 8000 series	12
86	4-Bromophenyl phenylether	85-68-7	SW846 – 8000 series	10
87	4-Chloro-3-methylphenol	59-50-7	SW846 – 8000 series	10
88	4-Chloroaniline	106-47-8	SW846 – 8000 series	1.3
89	4-Chlorophenyl phenylether	7005-72-3	SW846 – 8000 series	10
90	4-Nitroaniline	100-01-6	SW846 – 8000 series	5.0
91	4-Nitrophenol	100-02-7	SW846 – 8000 series	12
92	Acenaphthene	83-32-9	SW846 – 8000 series	5.0

#	Table I Compounds	CAS	Analytical Method	Detection Limit* ² (mg/kg)
93	Acenaphthylene	208-96-8	SW846 – 8000 series	5.0
94	Anthracene	120-12-7	SW846 – 8000 series	5.0
95	Benzidine	92-87-5	SW846 – 8000 series	12
96	Benzo (a) anthracene	56-55-3	SW846 – 8000 series	1.7
97	Benzo (a) pyrene	50-32-8	SW846 – 8000 series	1.7
98	Benzo (b) fluoranthene	205-99-2	SW846 – 8000 series	5.0
99	Benzo (g,h,l) perylene	191-24-2	SW846 – 8000 series	5.0
100	Benzo (k) fluoranthene	207-08-9	SW846 – 8000 series	5.0
101	Bis (2-chloroethoxy) methane	111-91-1	SW846 – 8000 series	5.0
102	Bis (2-chloroethyl) ether	111-44-4	SW846 – 8000 series	1.7
103	Bis (2-chloroisopropyl) ether	39638-32-9	SW846 – 8000 series	2.0
104	Bis (2-ethylhexyl) phthalate	117-81-7	SW846 – 8000 series	5.0
105	Butyl Benzyl phthalate	85-68-7	SW846 – 8000 series	5.0
106	Cabazole	86-74-8	SW846 – 8000 series	1.7
107	Chrysene	218-01-9	SW846 – 8000 series	5.0
108	Di-n-butyl phthalate	84-74-2	SW846 – 8000 series	5.0
109	Di-n-octyl phthalate	117-84-0	SW846 – 8000 series	5.0
110	Dibenzo (a,h) anthracene	53-70-3	SW846 – 8000 series	1.7
111	Dibenzofuran	132-64-9	SW846 – 8000 series	5.0
112	Diethyl phthalate	84-66-2	SW846 – 8000 series	5.0
113	Dimethyl phthalate	131-11-3	SW846 – 8000 series	5.0
114	Fluoranthene	206-44-0	SW846 – 8000 series	5.0
115	Fluorene	86-73-7	SW846 – 8000 series	5.0
116	Hexachlorobenzene	118-74-1	SW846 – 8000 series	1.7
117	Hexachlorocyclopentadiene	77-47-4	SW846 – 8000 series	5.0
118	Hexachloroethane	67-72-1	SW846 – 8000 series	1.7
119	Indeno (1,2,3-cd) pyrene	193-39-5	SW846 – 8000 series	1.7

#	Table I Compounds	CAS	Analytical Method	Detection Limit* ² (mg/kg)
120	Isophorone	78-59-1	SW846 – 8000 series	2
121	N-Nitroso-di-n-propylamine	621-64-7	SW846 – 8000 series	2.0
122	N-Nitrosodimethylamine	62-75-9	SW846 – 8000 series	4.0
123	N-Nitrosodiphenylamine	86-30-6	SW846 – 8000 series	2.0
124	Nitrobenzene	98-95-3	SW846 – 8000 series	2.0
125	Pentachlorophenol	87-86-5	SW846 – 8000 series	4.0
126	Phenanthrene	85-01-8	SW846 – 8000 series	5.0
127	Phenol	108-95-2	SW846 – 8000 series	5.0
128	Pyrene	129-00-0	SW846 – 8000 series	5.0
Section C. Metals				
129	Total Arsenic	7440-38-2	SW846 6000/7000 series	10
130	Total Cadmium	7440-43-9	SW846 6000/7000 series	1.0
131	Total Chromium	16065-83-1	SW846 6000/7000 series	10
132	Total Copper	7440-50-8	SW846 6000/7000 series	10
133	Total Lead	7439-92-1	SW846 6000/7000 series	11
134	Total Mercury	7439-97-6	SW846 6000/7000 series	0.05
135	Total Molybdenum	7439-98-7	SW846 6000/7000 series	18
136	Total Nickel	7440-02-0	SW846 6000/7000 series	10
137	Total Selenium	7782-49-2	SW846 6000/7000 series	18
138	Total Zinc	7440-66-6	SW846 6000/7000 series	10
139	Total Antimony	7440-36-0	SW846 6000/7000 series	8
140	Total Beryllium	7440-41-7	SW846 6000/7000 series	0.1
141	Total Silver	7440-22-4	SW846 6000/7000 series	4.0
142	Total Thallium	7440-28-0	SW846 6000/7000 series	10

#	Table I Compounds	CAS	Analytical Method	Detection Limit* ² (mg/kg)
Section D. Pesticides				
143	Aldrin	309-00-2	SW846 – 8000 series	0.09
144	Gamma-BHC (Lindane)	58-89-9	SW846 – 8000 series	0.09
145	Alpha-BHC	319-84-6	SW846 – 8000 series	0.06
146	Delta-BHC	319-86-8	SW846 – 8000 series	0.09
147	Beta-BHC	319-85-7	SW846 – 8000 series	0.06
148	Chlordane	57-74-9	SW846 – 8000 series	0.8
149	4,4'-DDT	50-29-3	SW846 – 8000 series	0.09
150	4,4'-DDE	72-55-9	SW846 – 8000 series	0.07
151	4,4'-DDD	72-54-9	SW846 – 8000 series	0.07
152	Alpha-Endosulfan	959-98-8	SW846 – 8000 series	0.07
153	Beta-Endosulfan	33213-65-9	SW846 – 8000 series	0.07
154	Endosulfan Sulfate	1031-07-8	SW846 – 8000 series	0.07
155	Endrin	72-20-8	SW846 – 8000 series	0.07
156	Endrin Aldehyde	7421-93-4	SW846 – 8000 series	0.07
157	Heptachlor	76-44-8	SW846 – 8000 series	0.2
158	Heptachlor Epoxide	1024-57-3	SW846 – 8000 series	0.7
159	Toxaphene	8001-35-2	SW846 – 8000 series	0.8
Section E. Polychlorinated Biphenyls				
160	PCB-1242	53469-51-9	SW846 – 8000 series	0.7
161	PCB-1254	11097-69-1	SW846 – 8000 series	0.7
162	PCB-1221	11104-28-2	SW846 – 8000 series	0.7
163	PCB-1232	11141-16-5	SW846 – 8000 series	0.7
164	PCB-1248	12672-29-6	SW846 – 8000 series	0.7
165	PCB-1260	11096-82-5	SW846 – 8000 series	0.7
166	PCB-1016	12674-11-2	SW846 – 8000 series	0.7

#	Table I Compounds	CAS	Analytical Method	Detection Limit* ² (mg/kg)
Section F. Additional Analyses				
167	pH	na	SM-4500-H	na
168	Percent solids	na	SM-2540-G	na
169	nitrate-nitrite	14797-55-8 14797-65-0	SM-4500-NO ₃ SW846-9210 EPA 353-3000 series	30
170	Total Kjeldahl nitrogen	na	SM-4500-N _{org} EPA-351.3	300
171	Ammonia nitrogen	na	SM-4500-NH ₃ EPA-350	30
172	Total organic nitrogen	na	calculation	na
173	potasium	na	SM-3500-K SW 846 6000/7000 series	15
174	phosphorus	na	SM-4500-P EPA-365	15
Section G. Dioxins				
175	2,3,7,8 TCDD & 2,3,7,8 TCDF	1746-01-6	EPA 1613A	5ppt TEQ
176	Remaining congeners of 2,3,7,8 TCDD	1746-01-6	EPA 1613A	5ppt TEQ
Section H. Cyanide				
177	Total cyanides	na	SM-4500-CN	10

na – not applicable

See next page for footnotes:

Footnotes to TABLE I:

- *1 This list of compounds and test methods are subject to change if new or amended federal or state standards are promulgated and become effective during the term of this contract. Should this occur, credits for analysis that are deleted, and additional costs for analyses that are added will be negotiated between the contractor and the owner.
- *2 The detection limit for all analyses shall be at or below the detection limits specified in Table 1. If the detection limit specified in Table 1 cannot be achieved by the methodology listed, the New Hampshire Department of Environmental Services shall accept such detection limits that are routinely achievable.

Information contained in the State's Request for Quotations dated April 2, 2013 is hereby included in Exhibit A by reference.

EXHIBIT A
THE SERVICES - Continued
Part A - BIOSOLIDS TESTING

ATTACHMENT 1
BIOSOLIDS MONTHLY POLLUTANT SCAN

2. GENERAL REQUIREMENTS

Analyze monthly, except for the month of July of each year, the biosolids for the pollutants listed in TABLE II below.

TABLE II*¹

#	Table II Compounds	CAS	Analytical Method	Detection Limit* ² (mg/kg)
Section C. Metals				
1	Total Arsenic	7440-38-2	SW846 6000/7000 series	10
2	Total Cadmium	7440-43-9	SW846 6000/7000 series	1.0
3	Total Chromium	16065-83-1	SW846 6000/7000 series	10
4	Total Copper	7440-50-8	SW846 6000/7000 series	10
5	Total Lead	7439-92-1	SW846 6000/7000 series	11
6	Total Mercury	7439-97-6	SW846 6000/7000 series	0.05
7	Total Molybdenum	7439-98-7	SW846 6000/7000 series	18
8	Total Nickel	7440-02-0	SW846 6000/7000 series	10
9	Total Selenium	7782-49-2	SW846 6000/7000 series	18
10	Total Zinc	7440-66-6	SW846 6000/7000 series	10
Section F. Additional Analyses				
11	pH	na	SM-4500-H	na
12	Percent solids	na	SM-2540-G	na
13	Nitrate-nitrite	14797-55-8 14797-65-0	SM-4500-NO ₃ SW846-9210 EPA 353-3000 series	30

#	Table II Compounds	CAS	Analytical Method	Detection Limit ^{*2} (mg/kg)
14	Total Kjeldahle nitrogen	na	SM-4500-N _{org} EPA-351.3	300
15	Ammonia nitrogen	na	SM-4500-NH ₃ EPA-350	30
16	Total organic nitrogen	na	calculation	na
17	Potassium	na	SM-3500-K SW 846 6000/7000 series	15
18	Phosphorus	na	SM-4500-P EPA-365	15

na – not applicable

Footnotes to TABLE II:

- *1 This list of compounds and test methods are subject to change if new or amended federal or state standards are promulgated and become effective during the term of this contract. Should this occur, credits for analysis that are deleted, and additional costs for analyses that are added will be negotiated between the contractor and the owner.
- *2 The detection limit for all analyses shall be at or below the detection limits specified in Table 1. If the detection limit specified in Table 1 can not be achieved by the methodology listed, the New Hampshire Department of Environmental Services shall accept such detection limits which are routinely achievable.

Information contained in the State's Request for Quotations dated April 2, 2013 is hereby included in Exhibit A by reference.

EXHIBIT A
THE SERVICES
Part B – NPDES PERMIT RENEWAL APPLICATION TESTING

Contract period July 1, 2013 to June 30, 2014

SCHEDULED SERVICES

Items 1 and 2 **One Effluent Scan:** One sampling event tested for the constituents listed in Part B NPDES Renewal Testing, **EXHIBIT B**. The analytical results are to be submitted to the WRBP within three weeks of receipt of the samples.

Items 3 through 10 **Three Effluent Scans:** Three sampling events, each tested for the constituents listed in Part B NPDES Renewal Testing, **EXHIBIT B**. The analytical results are to be submitted to the WRBP within three weeks of receipt of the samples.

UNSCHEDULED SERVICES

Item 4. **One Effluent Scan as specified for Items 1 through 10:** One additional effluent sampling event tested for the constituents listed that may be necessary during the contract period. The analytical results are to be submitted to the WRBP within three weeks of receipt of the samples.

The list of compounds and test methods for Part B are subject to change if new or amended federal or state standards are promulgated and become effective during the term of this contract. Should this occur, credits for analysis that are deleted, and additional costs for analyses that are added will be negotiated between the contractor and the owner.

NPDES PERMIT RENEWAL APPLICATION TEST REPORTING: A report of 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 analysis and analysts initials
- Any other observations or test conditions affecting test outcome
- Laboratory shall use the test method indicated for each listed constituent
- We reserve the right to request additional information such a raw data pages for inorganics and chromatograms for organics if we believe there is a need to review such data

Information contained in the State's Request for Quotations dated April 2, 2013 is hereby included in Exhibit A by reference.

**EXHIBIT B
COST AND TERMS OF PAYMENT
Part A – BIOSOLIDS TESTING**

Contract period July 1, 2013 to June 30, 2016

<u>SCHEDULED SERVICES</u>	<u>FY 14</u>	<u>FY 15</u>	<u>FY 16</u>
Item 1. Biosolids Annual Pollutant Scan: Annual Cost	\$ <u>1,140.25</u>	\$ <u>1,140.25</u>	\$ <u>1,140.25</u>
Item 2. Biosolids Monthly Pollutant Scan: Annual Cost ¹	\$ <u>1,795.75</u>	\$ <u>1,795.75</u>	\$ <u>1,795.75</u>
Item 3. Septage Monthly Pollutant Scan: Annual Cost ²	\$ <u>393.00</u>	\$ <u>393.00</u>	\$ <u>393.00</u>
TOTAL ANNUAL COST (Item 1 + Item 2 + Item 3)	\$ <u>3,329.00</u>	\$ <u>3,329.00</u>	\$ <u>3,329.00</u>

UNSCHEDULED SERVICES

Item 4. Biosolids Pollutant Scan ³ (same as specified for Item 2, one event per year)	\$ <u>163.25</u>	\$ <u>163.25</u>	\$ <u>163.25</u>
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PART A CONTRACT PRICE LIMITATION CALCULATION

Total Cost per fiscal year for Scheduled and Unscheduled Services for Part A
(Item 1 + Item 2 + Item 3 + Item 4) ⁴ \$ 3,492.25 \$ 3,492.25 \$ 3,492.25

Part A Total (FY14 +FY15+FY16): \$3,492.25 + 3,492.25 + \$3,492.25 = **\$ 10,476.75**

NOTES

1. The cost per event will be determined by dividing the annual cost by 11 (the number of months each year the analysis will be performed)
2. The cost per event will be determined by dividing the annual cost by 12 (the number of months each year the analysis will be performed)
3. Unscheduled Services include an amount equal to performing one additional Biosolids Pollutant Scan per year over the three-year contract period).
4. The Part A contract price limitation is based upon the sum of the annual scheduled and unscheduled services.
5. The contracted laboratory 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.

EXHIBIT B
COST AND TERMS OF PAYMENT
Part B – NPDES PERMIT RENEWAL APPLICATION TESTING

SCHEDULED SERVICES

FISCAL YEAR 2014

One WRBP Effluent Scan

Item 1. VOCs EPA Method 624 Cost \$ 75.00

Item 2. ABN EPA Method 625 Cost \$ 175.00

SUBTOTAL COST (Sum of Items 1 – 2) \$ 250.00

Three WRBP Effluent Scans

Item 3. TKN SM4500NorgC Unit Cost \$ 17.50

Item 4. Nitrate & Nitrite EPA Method 353.2C Unit Cost \$ 15.00

Item 5. Oil & Grease (HEM) EPA Method 1664 Unit Cost \$ 20.00

Item 6. Antimony EPA Method 200.7/200.8 Unit Cost \$ 6.75

Item 7. Beryllium EPA Method 200.7/200.8 Unit Cost \$ 6.75

Item 8. Thallium EPA Method 200.74/200.8 Unit Cost \$ 6.75

Item 9. Metals Prep Unit Cost \$ 12.50

Item 10. Phenols, Total EPA Method 420.1 Unit Cost \$ 17.50

SUBTOTAL COST (Three times the Sum of Items 3 – 10) \$ 308.25

UNSCHEDULED SERVICES

Item 11. One WRBP Effluent Scan tested for Items 1 through 10 Cost \$ 558.25

PART B CONTRACT PRICE LIMITATION CALCULATION

Part B Total Cost for Scheduled and Unscheduled Services $\$250.00 + \$558.25 =$ **\$1,116.50**

NOTES:

1. The Part B contract price limitation is based upon the sum of the scheduled and unscheduled services.
2. The contracted laboratory 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.

Contract Price Limitation (Part A + Part B): $\$ 10,476.75 + \$1,116.50 =$ **\$ 11,593.25**

EXHIBIT C
SPECIAL PROVISIONS

Delete P-37 Agreement item 14.1.1 which reads: “comprehensive general liability insurance against all claims of bodily injury, death or property damage, in the amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence;”

Replace P-37 Agreement item 14.1.1 with the following: “comprehensive general liability insurance against all claims of bodily injury, death or property damage, in the amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence or in amounts of no less \$1,000,000 per occurrence and no less than \$1,000,000 excess/umbrella liability insurance”.

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 corporation duly incorporated under the laws of the State of New Hampshire on February 20, 1986. 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 8th day of May, A.D. 2013

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

William M. Gardner
Secretary of State

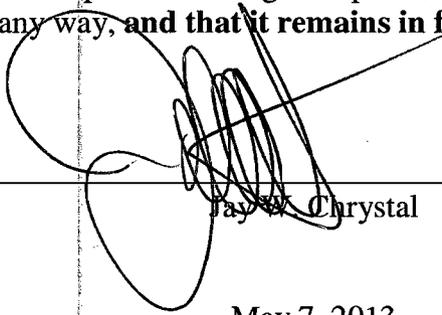
Certificate of Vote

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 Winnepesaukee River Basin Program- Wastewater Treatment Plant- Department of Environmental Services.

In furtherance of this resolution, Jay W. Chrystal the President 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.

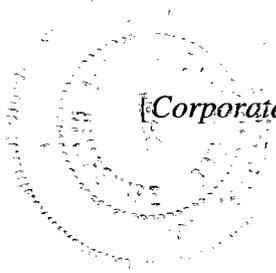
I, Jay Chrystal, the Secretary of J.W.C. Enterprises, Inc, d/b/a Chemserve, do hereby certify this to be a true copy of the resolution duly adopted at the Special Meeting on April 1, 2013, and that it has not been rescinded, amended or altered in any way, **and that it remains in full force and in effect.**



Jay W. Chrystal

May 7, 2013

[Corporate Seal]





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/15/2013

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).

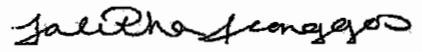
PRODUCER FIAI/Cross Ins-Manchester 1100 Elm Street Manchester NH 03101	CONTACT NAME: Talitha Franggos PHONE (A/C No. Ext): (603) 669-3218 FAX (A/C No.): (603) 645-4331 E-MAIL ADDRESS: tfranggos@crossagency.com	
	INSURER(S) AFFORDING COVERAGE	
INSURED JWC Enterprises Inc, DBA: ChemServe 317 Elm Street Milford NH 03055	INSURER A: Patriot Insurance	
	INSURER B: Patriot Ins Co.	
	INSURER C: PGI Commercial	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 12-13 Renewal COI **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 INSR	SUBR WVD	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			CPP6035235	10/14/2012	10/14/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS			BA 6035235	10/14/2012	10/14/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB			CPP6035235	10/14/2012	10/14/2013	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	<input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	WC 6035235 (3a.) NH Jay Chrystal excluded	10/14/2012	10/14/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <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
	<input checked="" type="checkbox"/> Y <input type="checkbox"/> N/A						
C	Professional & Pollution Liability			PGIARK00607-02	10/14/2012	10/14/2013	Per claim/ aggregate: \$1,000,000 Deductible: \$15,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Refer to policy for exclusionary endorsements and special provisions.

CERTIFICATE HOLDER Sharon.mcmillin@des.nh.gov NHDES Winnepesaukee River Basin Program Franklin WWTF Sharon McMillin P.O. Box 68 Franklin, NH 03235	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE T Franggos/TJC 
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