



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES



Thomas S. Burack, Commissioner

February 12, 2014

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

Sole Source

REQUESTED ACTION

Authorize the Department of Environmental Services (DES) to enter into a **SOLE SOURCE** agreement with Transformer Service, Inc. Concord, NH (VC#174074) for as-needed emergency repair services for electrical switchgear in the amount not to exceed \$9,900.00 effective upon Governor and Council approval through December 31, 2014. 100% WRBP funds.

Funding is available in the account as follows with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified.

	<u>FY14</u>	<u>FY15</u>
03-44-44-442010-1300-024-500225	\$7,000	\$2,900
Dept Environmental Services, Winnepesaukee River Basin, Contractual Maint – Machinery & Equip		

EXPLANATION

This is a **Sole Source** request since Transformer Service, Inc. (TSI) is the only firm that has provided these necessary services to the WRBP since 2004. TSI is intimately familiar with the main switchgear and other electrical systems at the Franklin WWTP and is the only known, qualified firm that is local to the facility. Support from TSI may be necessary in situations in which their technical expertise and/or ability to respond immediately to emergency situations are needed. TSI is also the only firm considered to be able to respond within the required 6 hour response time. Therefore, we are requesting that funds be made available under this contract on an as-needed basis, not to exceed the \$9,900 contract limit. Funding is divided between fiscal years based upon support from TSI needed this spring for repairs to the switchgear identified during a previous malfunction, with an amount remaining in each fiscal year for potential emergency assistance.

The last time an RFQ for these services was publicly bid was in 2011 and, even though five other firms were directly solicited, only TSI submitted a bid. For the previous bid in 2008 only one other firm provided a quote, which was over twice the amount quoted by TSI. In 2004, only two other firms quoted for these services – both are located out-of-state and quoted higher rates and so were not selected. Based upon this history of non-responsive bidders, we requested a quote from TSI which, upon review, indicated that their proposed rates were consistent with their previously quoted rates. Since the other known firms were either not interested in providing these services, did not have the necessary equipment to perform the work, could

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
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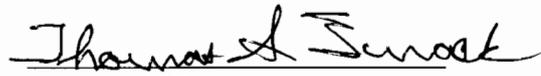
not respond within the required timeframe, or had quoted unreasonable rates, we wish to enter into a contract with TSI for these services.

The general scope of services is described in Exhibit A. Exhibit B includes TSI's standard and overtime hourly rates, travel costs, and standard mark-up on materials. Note that any work will be performed on a time and materials basis not to exceed the contract amount. Exhibit C includes alternative insurance terms.

All of the WRBP's operating expenses are paid by the users of the system; there is no General Fund contribution to the system's operating budget.

This contract has been approved by the Attorney General's office as to form, substance and execution.

We respectfully request your approval.

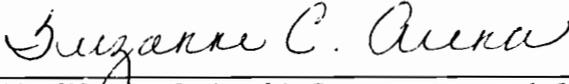

Thomas S. Burack
Commissioner

Subject: As-needed Emergency Repair Services for WRBP Switchgear FORM NUMBER P-37 (version 1/09)

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name <u>Department of Environmental Services</u>		1.2 State Agency Address <u>29 Hazen Drive, Concord, New Hampshire 03302</u>	
1.3 Contractor Name <u>Transformer Service, Inc.</u>		1.4 Contractor Address <u>74 Regional Drive, Concord, New Hampshire 03301</u>	
1.5 Contractor Phone Number <u>603-224-4006</u>	1.6 Account Number <u>03-44-44-442010</u> <u>1300-024-500225</u>	1.7 Completion Date <u>12/31/2014</u>	1.8 Price Limitation <u>\$9,900.00</u>
1.9 Contracting Officer for State Agency <u>Sharon A. McMillin, Administrator</u>		1.10 State Agency Telephone Number <u>603-934-4032</u>	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory <u>Stephen W. Booth, President</u>	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>01/30/2014</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  comm. exp. 8-11-15			
1.13.2 Name and Title of Notary or Justice of the Peace <u>NOTARY</u> <u>Suzanne Arena, Controller</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <u>Thomas S. Burack, Commissioner</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>2-18-14</u>			
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.

Contractor Initials *CDH*
Date *1/30/2014*

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.

EXHIBIT "A"
THE SERVICES

Provide emergency service to the main electrical switchgear at the WRBP Wastewater Treatment Plant in Franklin, NH. The following draw-out types of Siemens-Allis circuit breakers are installed:

<u>Quantity</u>	<u>Type</u>
(1)	LA-4000A
(1)	LA-3000A
(12)	LA-1600A

ITEM 1 EMERGENCY SERVICE

- Due to the critical nature of the switchgear, the contractor agrees to provide emergency service within 6 hours of being notified of a problem.
- Emergency service will be paid under the terms outlined in Exhibit "B" of this agreement.

ITEM 2 SCHEDULED SERVICE

- Scheduled Service is defined as any service, troubleshooting and repairs which do not require a 6 hour response time. For example, return to install a needed part after initial emergency service call.
- Broken, missing or defective parts will be replaced after authorization by the state at the additional costs specified in Exhibit "B", herein.
- Repairs resulting from emergency service and troubleshooting will be paid under the terms outlined in Exhibit "B" of this agreement.

EXHIBIT "B"
COST PROPOSAL AND TERMS OF PAYMENT

FY14-15

EMERGENCY SERVICE - Max. 6 Hour Response Time

Regular Hourly Rate (Includes travel time)	<u>\$110.00</u>
Overtime Hourly Rate (Includes travel time)	<u>\$140.00</u>
Mileage (if any), Lump Sum (Shop to Franklin, NH and return)	<u>\$95.00</u>
Specify minimum number of hours or minimum service charge if applicable	<u>\$650.00</u>

SCHEDULED SERVICE

Regular Hourly Rate (Includes travel time)	<u>\$105.00</u>
Overtime Hourly Rate (Includes travel time)	<u>\$135.00</u>
Mileage (if any), Lump Sum (Shop to Franklin, NH and return)	<u>\$95.00</u>
Specify minimum number of hours or minimum service charge if applicable	<u>\$650.00</u>

MARK-UP ON PARTS (%) 21%

Notes:

(1) Contractor to be paid within thirty (30) day of submission of invoice at satisfactory completion of work. Approval of this contract does not authorize any expenditure over the price limitation.

(2) State FY14-15 represents contract approval through 12/31/2014.

(3) Scheduled Service is defined as any service, troubleshooting and repairs which do not require a 6 hour response time. For example, return to install a needed part after initial emergency service call.



Company Representative

Transformer Service, Inc.

Company Name

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 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 amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence or in amounts of not less \$1,000,000 per occurrence and not less than \$1,000,000 excess/umbrella liability insurance”.



TRANSFORMER SERVICE, INC.

74 REGIONAL DR. • P.O. BOX 1077 • CONCORD, NH 03302-1077
TEL (603) 224-4006 • FAX (603) 228-2430
www.transformer-svc.com

CORPORATE RESOLUTION

I, David H. Booth, hereby certify that I am the duly elected and acting Secretary of Transformer Service, Inc., a New Hampshire corporation, and that by unanimous consent by the Board of Directors of Transformer Service, Inc. pursuant to New Hampshire RSA 293-A:150 and 193-A:44, dated January 30, 2014 resolutions, of which the following are true copies, were unanimously adopted:

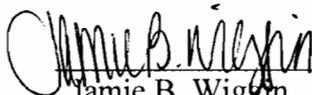
RESOLVED, that Stephen W. Booth, President of the corporation be authorized, empowered and directed to execute, on behalf of the corporation, a contract dated January 30, 2014 with the Department of Environmental Services of the State of New Hampshire for the As-needed Emergency Repair Services for WRBP Switchgear at the WRBP wastewater treatment plant in Franklin, NH.

RESOLVED that the Secretary of the Corporation, David H. Booth, be authorized, empowered and directed to sign, and to seal with the Corporate Seal, a Certificate of the foregoing action.

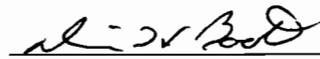
I further certify that Stephen W. Booth is the duly elected President of Transformer Service, Inc., has accepted said office, and is acting therein.

I further certify that the foregoing resolutions remain in full force and effect.

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the Corporation this 30th day of January, 2014.



Jamie B. Wiggm
Witness



David H. Booth, Secretary
Transformer Service, Inc.

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 TRANSFORMER SERVICE, INC. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on November 24, 1952. 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 22nd day of January , A.D. 2014

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)
12/31/2013

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 Insurance 1100 Elm Street Manchester NH 03101		CONTACT NAME: Jennifer Kokolis PHONE (A/C No. Ext): (603) 669-3218 FAX (A/C. No): (603) 645-4331 E-MAIL ADDRESS: jkokolis@crossagency.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: HDI-Gerling America Ins Co	NAIC # 41343
		INSURER B: Essex Ins Co	39020
		INSURER C: Nautilus Ins Co	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 13-14 All lines incl Poll **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			EGGCC000039413	6/6/2013	6/6/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COM/OP AGG \$ 2,000,000
<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							
A	AUTOMOBILE LIABILITY			EAGCC000039413 MCS-90 included	6/6/2013	6/6/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							Underinsured motonst \$ 1,000,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB			XOBW3957112	6/6/2013	6/6/2014	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR					AGGREGATE \$ 5,000,000
	<input type="checkbox"/> DED	<input type="checkbox"/> CLAIMS-MADE					
RETENTION \$							
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			EWGCC000039413 (3a.) IA, MI, NH, NJ, NY, PA, SC, MA & RI All officers included	6/6/2013	6/6/2014	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Contractor's Pollution Liability			CPL2005164-01	5/6/2013	5/6/2014	Each loss \$2,000,000
							Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
GL additional insured on primary & non-contributory basis applies per energi policy forms CG 2037 & EN AI PNC respectively. GL waiver of subrogation per policy form CG 2404. Business auto additional insured on primary/non-contributory basis applies per policy form ENCA AI PNC. Refer to policy for exclusionary endorsements and special provisions.

CERTIFICATE HOLDER Sate of New Hampshire Department of Environmental Services 29 Hazen Drive Concord, NH 03302	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE R Kittle, LPCS, CLCS/ <i>Rolun Kittle</i>
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