



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES

Thomas S. Burack, Commissioner



June 21, 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 ENPRO Services, Inc. (VC #161724) Newburyport, Massachusetts in the amount of \$13,250.00 for Underground Storage Tank Pad Retrofit and Rehabilitation effective upon Governor and Council approval through December 31, 2013. 100% WRBP Funds.

Funding is available in the account as follows:

	<u>FY 14</u>
03-44-44-442010-1300-048-500226	\$ 13,250.00
Dept Environmental Services, Winnepesaukee River Basin, Buildings & Grounds	

EXPLANATION

Approval of this contract will result in the retrofit and rehabilitation of the Underground Storage Tanks (USTs) installation at the Franklin Wastewater Treatment Plant. The Department of Environmental Services, under its Winnepesaukee River Basin Program (WRBP), owns and operates the regional wastewater collection and treatment system in the Lakes Region on behalf of the ten communities that receive the benefit of the service.

The UST's concrete pad and associated appurtenances and electronic monitoring sensors located just outside the Operations Building of the DES-WRBP Franklin wastewater treatment plant need to be retrofitted and rehabilitated so that there is proper drainage, the tanks' access covers, manways and concrete pad are less subject to snowplow damage, and the electrical/electronic installations are replaced with appropriate weather-proof, intrinsically safe installations. The existing concrete pad covering the USTs is significantly lower on one side and is cracking due to differential settlement. Therefore, the pad does not have adequate drainage, causing water to freeze around and over the access manways in the winter, thereby limiting access for required compliance monitoring. The two USTs located beneath this single concrete pad are a 5,000 gallon tank for #2 fuel oil and a 2,000 gallon tank for kerosene. These tanks are currently in good condition and compliant, so the work does not involve their repair or replacement. However, continued settlement of

DES Web site: www.des.nh.gov
P.O. Box 95, 29 Hazen Drive, Concord, New Hampshire 03302-0095
Telephone: (603) 271-3503 • Fax: (603) 271-2867 • TDD Access: Relay NH 1-800-735-2964

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council

Page 2

the concrete pad could affect the integrity of the connections to the tanks, potentially allowing petroleum leakage from damaged fittings into the ground or necessitating more costly emergency repairs in the future.

This work involves removing the existing concrete pad and replacing it with a reinforced concrete pad designed to drain away from the tanks' access covers, sloping the concrete away from the manways, tapering the asphalt paving to the level of the edges of the pad, and installing asphalt surrounding the pad to create sufficient drainage away from the pad. Replacement of the electronic monitoring sensors as well as the access covers and spill containment devices is also included. Additional details as to the scope of work are included in Exhibit A.

A Request for Quotation (RFQ) was sent directly to three (3) companies known to provide this type of service. The RFQ was also advertised on the NH Department of Administrative Services Purchase and Property website and in a local newspaper, The Concord Monitor. Responses to the RFQ were as follows:

<u>Firm</u>	<u>Response</u>
ENPRO Services, Inc. Newburyport, MA	\$13,250.00
MB Maintenance, Inc. New Boston, NH	\$16,670.00
SRS Petroleum Services Frankestown, NH	\$25,100.00
Project Resource Group, LLC Merrimack, NH	\$26,400.00
Gold Eagle Contracting, Inc. Meredith, NH	No Response
Smith & LaMountain Service Corp. Monson, MA	No Response

Based upon the responses to the quotation and inquiries to the references submitted with the quotation which confirmed their qualifications, we wish to award the contract to ENPRO Services, Inc.

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

We respectfully request your approval.

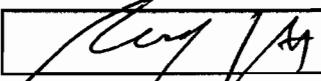
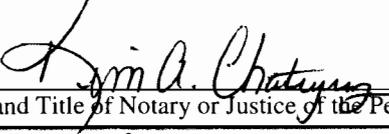
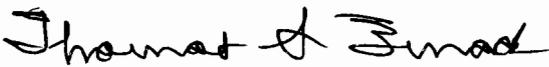
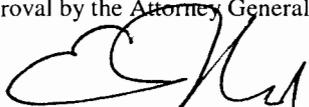

Thomas S. Burack
Commissioner

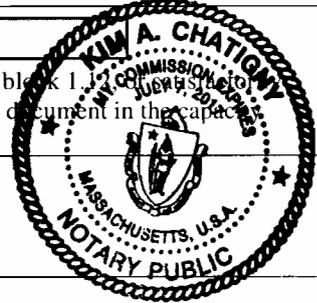
Subject: Underground Storage Tank (UST) Pad Retrofit & Rehabilitation FORM NUMBER P-37 (version 1/09)

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive, Concord, NH 03302	
1.3 Contractor Name ENPRO Services, Inc.		1.4 Contractor Address 12 Mulliken Way Newburyport, MA 01950	
1.5 Contractor Phone Number 603-410-1150	1.6 Account Number 03-44-44-442010- 1300-048-500226	1.7 Completion Date December 31, 2013	1.8 Price Limitation \$13,250.00
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 Rudolph C. Streng Vice President	
1.13 Acknowledgement: State of <u>MA</u> , County of <u>Essex</u> On <u>5/15/2013</u> , before the undersigned officer, personally appeared the person identified in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Kim A. Chatigny</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>6-26-13</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 MS
Date 5/15/13

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

Contractor Initials *ms*
Date *5/13*

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

The New Hampshire Department of Environmental Services (DES), Winnepesaukee River Basin Program (WRBP), owns and operates the regional wastewater treatment plant located at 528 River Street, Franklin, New Hampshire. The WRBP is soliciting proposals from qualified contractors for the referenced work to be performed at the Franklin Wastewater Treatment Plant.

The Underground Storage Tanks (USTs) concrete pad and associated appurtenances and electronic monitoring sensors located adjacent to the Operations Building at the DES-WRBP Franklin wastewater treatment plant need to be retrofit and rehabilitated so that there is proper drainage away from the access manways, the tanks' access covers and pad are less subject to snowplow damage, and the electrical/electronic sensors and wiring retrofit with compliant, weatherproof installations. The two USTs located beneath the single concrete pad at this location are a 5000 gallon tank for #2 fuel oil and a 2000 gallon tank for kerosene.

The contractor shall be solely responsible for errors or omissions; therefore, it is recommended that each firm arrange a visit prior to finalizing their proposal for the work. This will provide contractors an opportunity to evaluate the work site and the level of effort and materials needed to complete the scope of work. The submission of a proposal shall be the evidence that contractor fully understands existing site conditions and the required scope of work

SCOPE OF WORK

The contractor shall furnish all labor, materials, equipment and supervision required to complete this project, including but not limited to the following:

- (1) Remove the existing concrete pad and replace it with a reinforced concrete pad designed to drain away from the tank access covers, eliminating standing water on the pad. Slope concrete away from the manways, taper the asphalt paving to the level of the edges of the pad and install asphalt surrounding the pad sufficient for drainage away from the pad. The pad edges shall be raised above existing driveway grade by 1" maximum at the finished edges (asphalt to be sloped upwards to match finished edge of pad and drain away from pad). This work shall include, but is not limited to, the following to complete a final, compliant installation:
 - a. Saw cut asphalt around existing concrete pad for removal.
 - b. Excavate, load and dispose of asphalt, concrete, rebar, and other materials as necessary.
 - c. Remove all existing manways and dispose. The DES-WRBP reserves the right to retain ownership of the manway covers and caps if they can be used as spares for the newly installed manways.
 - d. Compact materials as required to prevent settling.
 - e. Form and pour a new concrete pad with #4 rebar one-foot on center or as required by code and industry standard.
 - f. Concrete pad shall be at least 14ft x 16ft x 8" thick as necessary to accommodate correct drainage and new access manways and covers as described below.
 - g. Pad edges shall be sloped/tapered away from manways toward edges of pad so that water does not stand on pad surface. Example of desired installation is located at the service station at 826 Central Street, Franklin, NH.
 - h. Install asphalt as necessary surrounding the pad to create adequate drainage sloped/tapered away from the pad.
 - i. Repair asphalt and re-pave, as required, with grading so that finished asphalt matches the level of the new pad edges and tapers away to provide sufficient drainage away from pad.
 - j. Re-pave areas disturbed by construction, as required.

EXHIBIT "A"
THE SERVICES - Continued

- (2) Supply and install the following equipment and devices. This work shall include, but is not limited to, the following to complete a final, compliant installation:
- a. Remove existing equipment and dispose, except for sensors which shall be re-installed by contractor.
 - b. 2 new weatherproof junction boxes at least 6"x6"x4" deep interior dimensions and new conduit as required for the annular space sensors beneath the 18" manways, including new seal fittings. Junction box shall be installed with access cover facing upwards to facilitate sensor replacement. Installation shall conform to all applicable federal, state and local codes.
 - c. Disconnect and re-install wiring at USTs, extending or repairing as necessary, and WRBP-supplied intrinsically safe annular space and overfill sensors.
 - d. 2 new Morrison (or equal) 2" x ½" minimum caps for the annular space sensors.
 - e. 2 new EBW (or equal) 42" manways with composite covers. These covers shall not be bolt-down type.
 - f. 2 new OPW "The Edge" (1C-3112P or equal) double-walled 5 gallon spill containment manways, with cast iron cover, snow plow ring, and drain plug. All spill containment equipment shall be maintained to be liquid tight and be tested for tightness at installation using the manufacturer's requirements or nationally recognized industry codes of practice.
 - g. Install manways with 1" minimum slope away from manways and OPW spill containment as per manufacturer's recommendations
 - h. 2 new 18" manways with composite covers.
 - i. Gaskets for manways and caps, as required to prevent water infiltration. Test new manways and caps for leak tightness.
 - j. Paint and color code new fills per API or other applicable standards.

The selected contractor shall provide all labor, materials, services, tools, equipment, transportation, and facilities to successfully complete the work. Permits and licenses, if any, required to successfully complete the scope of work are the sole responsibility of the contractor. Per DES Waste Division, UST Program, this rehabilitation and retrofit project does not constitute a substantial modification to the existing USTs and so does not require a permit.

The selected contractor shall be responsible for completing the work with materials and workmanship meeting or exceeding industry standards. All workmanship shall be of the highest quality. All work shall be performed in a neat and workmanlike manner, in conformance with the best modern trade practices and by competent, experienced workers. Installations shall conform to manufacturers' requirements and these specifications, at minimum. All debris and rubbish shall be removed and the job site shall be kept clean, neat and orderly at all times.

Contractor is to provide documentation of successful leak testing of spill containment equipment, manways, and caps. Final inspection of completed installation shall also include contractor's demonstration of drainage away from the manways and pad, with no standing water on the pad. Contractor is to supply the DES-WRBP with manufacturer's warranties for all new equipment or devices, including written confirmation that the DES-WRBP is owner of the equipment and covered by the applicable warranty.

It shall be the sole responsibility of the contractor awarded the contract to complete the work in compliance with all local, state and federal codes, rules and regulations, including all safety requirements.

It must be understood by the selected firm that the scope of work is to be completed no later than October 30, 2013.

Information contained in the State's Request for Proposal dated March 11, 2013 is hereby included in Exhibit A by reference.

EXHIBIT "C"
SPECIAL PROVISIONS

1. Waste disposal by Contractor shall be in accordance with all applicable federal, state and local regulations governing such waste.

2. 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".



"Keeping a Check on our Environment"

STATEMENT OF CORPORATE AUTHORITY

At a duly authorized meeting of the Board of Directors of **ENPRO Services, Inc.** at which time all voted that **Rudolph C. Streng, Vice President** of this Company, be and hereby is authorized to execute bids, contracts and bonds in the name and on behalf of said Company and affix its Corporate Seal thereto and such person **Rudolph C. Streng, Vice President** under seal of the Company shall be valid and binding upon this company.

A TRUE COPY

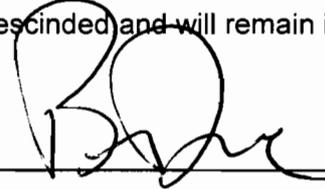
ATTEST:  _____

Bruce A. Irving, President

PLACE OF BUSINESS: 12 Mulliken Way
Newburyport, MA 01950

DATE OF THIS DOCUMENT: May 21, 2013

I hereby certify that I am the President of **ENPRO Services, Inc.** and that **Rudolph C. Streng** is duly elected **Vice President** of said Company and that the above vote has not been amended or rescinded and will remain in full force and effects as of the date of this bid

 _____

(President's Signature)

(Corporate Seal)

~ Serving the Greater Northeast ~

www.enpro.com

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 ENPRO SERVICES, INC. a(n) Massachusetts corporation, is authorized to transact business in New Hampshire and qualified on April 30, 2001. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 17th day of May, A.D. 2013

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

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/16/2013

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: Carrie Morgan, CIC PHONE (A/C, No, Ext): (603) 669-3218 E-MAIL ADDRESS: cmorgan@crossagency.com	FAX (A/C, No): (603) 645-4331
	INSURER(S) AFFORDING COVERAGE	
INSURED ENPRO Services Inc 12 Mulliken Way Newburyport MA 01950	INSURER A: Nautilus Ins. Co.	
	INSURER B: Great Divide Ins Co	
	INSURER C: Westchester Surplus Lines Ins.	
	INSURER D: MEMIC Indemnity Company	
	INSURER E:	
INSURER F:		NAIC # 11030

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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		ECPO1527313-12	4/1/2013	3/1/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		Contractual Liability -			DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		Railroads: Blanket Basis			MED EXP (Any one person) \$ 25,000
	<input checked="" type="checkbox"/> Contractors Pollution		General Liab Ded \$2,500			PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> Professional Liability		Professional Ded \$2,500	GENERAL AGGREGATE \$ 2,000,000		PRODUCTS - COMP/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					\$
B	AUTOMOBILE LIABILITY		MAA1528238-12 (MA)	4/1/2013	3/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO		BAP1527314-12 (NH,VT,ME)			BODILY INJURY (Per person) \$ 20,000
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS	Both policies include			BODILY INJURY (Per accident) \$ 40,000
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS	MCS-90 and Auto Pollution Liability			PROPERTY DAMAGE (Per accident) \$
						Underinsured motonst \$ 100,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB	<input checked="" type="checkbox"/> OCCUR		4/1/2013	3/1/2014	EACH OCCURRENCE \$ 10,000,000
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$ 10,000,000
	DED \$	RETENTION \$	G2438245A			\$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		3102801507	3/1/2013	3/1/2014	<input checked="" type="checkbox"/> WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	(3a.) MA, ME, NH, NY, VT			E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	All Officers Included			E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
			Broad Form Other States			E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Site Pollution Liability		ECPO1527313-12	4/1/2013	3/1/2014	Each Pollution Condition \$ 10,000,000
	\$25,000 Deductible					General Aggregate \$ 10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Certificate holder is included as additional insured with respects to the CGL as per written contract.
 Refer to policy for exclusionary endorsements and special provisions.

CERTIFICATE HOLDER (603) 934-4831 sharon.mcmillin@des.nh.gov State of New Hampshire Dept of Environmental Services PO 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 Laura Perrin/JSC
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