



The State of New Hampshire  
**DEPARTMENT OF ENVIRONMENTAL SERVICES**



**Thomas S. Burack, Commissioner**

August 13, 2015

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 a **SINGLE BID** agreement with Marlin Environmental, Inc. (Vendor Code #163266), Middlesex, VT in the amount of \$105,450.00 for grease removal and disposal services, effective upon Governor and Council approval through June 30, 2018. 100% WRBP Funds.

Funds to support this request are anticipated to be available in the following accounts in State FY 2016, FY2017, and FY2018 upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

	<u>FY16</u>	<u>FY17</u>	<u>FY18</u>
03-44-44-442010-1300-048-500226	\$35,150	\$35,150	\$35,150
Dept. Environmental Services, Winnepesaukee River Basin, Contractual Maintenance – Bldg & Grnds			

EXPLANATION

The Department of Environmental Services (DES) under the Winnepesaukee River Basin Program (WRBP) owns and operates the regional wastewater collection and treatment facilities for ten communities in the Lakes Region. The system includes 14 pumping stations, approximately 65 miles of interceptor sewer and the wastewater treatment plant. Approval of this contract will authorize grease removal and disposal services for the treatment plant and five pump stations. This is a **SINGLE BID** agreement since only one qualified firm submitted a response to the solicitation.

Among the many constituents found in sewage are fat, oil and grease, a by-product of food preparation which is performed in the many institutions, restaurants, and the thousands of households which depend upon the WRBP system. Oil and grease accumulates in the wetwells of the pumping stations where a mat of grease, plastics and other floatable materials several inches thick will form. Grease that does not become part of the floating mat in the pumping stations flows to the plant where the grease is skimmed from the surface of settling tanks. Accumulation of grease in the wetwells is troublesome because it interferes with the level sensing devices used to control pump operation. Grease which passes through the pump stations is automatically skimmed from clarifiers at the treatment plant and transferred to scum holding tanks. Finding a reliable grease removal and disposal firm able to provide these specialty services has become increasingly difficult and several firms have exited the market.

A Request for Quotations (RFQ) was prepared for grease removal and disposal services and sent to 15 firms which provide this type of service. The RFQ was advertised in the Citizen of Laconia newspaper and posted on the NH Department of Administrative Services Purchase and Property website. The RFQ details scheduled grease removal work and also provides for contingency (unscheduled emergency) services for when a WRBP pumping station or sewer line experiences unexpected grease buildup which requires the services provided under this contract. The WRBP has needed such contingent services on multiple occasions over the last few years.

The bidding results were as follows:

<u>Company</u>	<u>Scheduled Services</u>	<u>Unscheduled Services</u>	<u>Bid Total</u>
Marlin Environmental, Inc., Middlesex, VT	\$85,950	\$19,500	\$105,450
Pat Jackson Inc., Augusta, ME	-	-	No Bid
Action-King Grease Trap Service, Lowell, MA	-	-	No response
All-Clear Grease Traps, Somerville, MA	-	-	No response
American By-Products Company, Inc., Lynn, MA	-	-	No response
Baker Commodities Inc., No. Billerica, MA	-	-	No response
Barrington Septic, Union, NH	-	-	No response
Beans Commercial Grease, Inc., Sidney, ME	-	-	No response
B H Cameron Septic Services LLC, Farmington, NH	-	-	No response
DJ's Septic Pumping Services, Wolfeboro, NH	-	-	No response
Gosse Septic Service Center, Barnstead, NH	-	-	No response
Service Pumping & Drain Co., Inc., North Reading, MA	-	-	No response
Stearns Septic Service, Grantham, NH	-	-	No response
Steward Septic Service Inc., Bradford, MA	-	-	No response
Ted Berry Co. Inc., Livermore, ME	-	-	No response
White's Septic Service, Dalton, NH	-	-	No response

As a result of the **SINGLE BID** submitted, we wish to award the contract to Marlin Environmental, Inc. This firm has successfully provided these services to the WRBP in the past and this contract enables the WRBP to retain a reliable firm known to be capable of performing these specialties services over the term of the contract. The contract cost limitation is the annual cost of scheduled services, plus \$6,500 per year for any necessary, unscheduled emergency services.

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

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

We respectfully requested your approval.

  
Thomas S. Burack, Commissioner



Subject:

Grease Removal and Disposal Services

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 Marlin Environmental, Inc.		1.4 Contractor Address 31 Welch Park Drive Middlesex, VT 05602	
1.5 Contractor Phone Number 802-223-3452	1.6 Account Number 03-44-44-442010- 1300-048-500226	1.7 Completion Date June 30, 2018	1.8 Price Limitation \$ 105,450.00
1.9 Contracting Officer for State Agency Sharon A. McMillin, WRBP Administrator		1.10 State Agency Telephone Number 603-934-4032	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Carl Bailin President	
1.13 Acknowledgement: State of <u>Vermont</u> , County of <u>Washington</u> On <u>June 11, 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  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace Jill A. Ulinski			
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: 7/16/15			
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   
Date 6/11/15

## 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”**

**Item 1**      **Annual Removal and Disposal of Grease from Pump Station Wetwells**

Grease and floatable materials in the wetwells at five pumping stations will be removed and disposed of at an appropriate disposal location. The cleaning operations will also include removal of grease attached to the wall along the perimeter of each well. WRBP staff will assist contractor by raising the wetwell level so grease may be vacuumed from the well. Schedule for annual removal will be coordinated with WRBP staff but needs to be done in April or May of each year. Contractor may do one or more of the wetwell locations as their schedule permits, as authorized by the WRBP, but the “per event cost” will remain the same as that quoted.

1A)    North Main Pump Station – Laconia, NH

Annual cleaning. Wetwell dimensions: 2 at 17' x 23'; approximately 18' feet below finish grade; approximately 700 gallons of grease and floatables per cleaning event. Items 1A and 1B will be scheduled concurrently.

1B)    River Street Pump Station – Franklin, NH

Annual cleaning. Wetwell dimensions: 2 at 14'x14', approximately 14 feet below grade; approximately 900 gallons of grease and floatables expected per cleaning event. This task will be scheduled concurrently with Task 2A.

1C)    Jewett Brook Pump Station - Laconia, NH

Annual cleaning. Wetwell dimensions: 2 at 9.0'x11.5'; approximately 16 feet below grade; approximately 180 gallons of grease and floatables per cleaning event. This task will be scheduled concurrently with Tasks 1A and 1B.

**Item 2**      **Semi-Annual Removal and Disposal of Grease from Pump Station Wetwells**

Grease and floatable materials in the wetwells at five pumping stations will be removed and disposed of at an appropriate disposal location. The cleaning operations will also include removal of grease attached to the wall along the perimeter of each well. WRBP staff will assist contractor by raising the wetwell level so grease may be vacuumed from the well. Schedule for twice per year (semi-annual) removal will be coordinated with WRBP staff but needs to be done in April or May and then again in September or October of each year. Contractor may do one or more of the wetwell locations as their schedule permits, as authorized by the WRBP, but the “per event cost” will remain the same as that quoted.

2A)    Belmont Pump Station – Belmont, NH

Semi-annual cleaning. Wetwell dimensions: 2 at 8.5'x5', approximately 14 feet below grade; approximately 100 gallons of grease and floatables per cleaning event. Typically, Items 2A and 2B and one or more of Item 1 locations will be scheduled concurrently.

**EXHIBIT A**  
**“THE SERVICES” - CONTINUED**

2B) Winnisquam Pump Station – Laconia, NH

Semi-annual cleaning. Wetwell dimensions: 2 at 12’x15’; approximately 13.5 feet below grade; approximately 1000 gallons of grease and floatables per cleaning event. Typically, Items 2A and 2B and one or more of Item 1 locations will be scheduled concurrently.

**Item 3**      **Grease Removal from Scum Pits at Wastewater Treatment Plant – every 2 months**

Removal and disposal of grease and floatable materials from four (4) scum pits located at the wastewater plant (WWTP) in Franklin. Each tank is approximately 4 feet x 4 feet. Each pit is expected to have two feet of floatable material removed per cleaning event. At least two and as many as four (4) pits will be cleaned every two (2) months. There are two pits at the primary clarifiers and two (2) at the sludge thickeners and the number of pits to be cleaned will be determined by the tanks which are in service.

3A) four (4) scum pits per event; or

3B) three (3) scum pits per event; or

3C) two (2) scum pits per event.

**Item 4**      **Semi-annual Grease Removal from Scum Pits at Wastewater Treatment Plant**

4A) Two (2) additional pits at the secondary clarifiers will be cleaned twice per year (semi-annually). Schedule for semi-annual removal will be coordinated with WRBP staff but needs to be done in April or May and then again in September or October of each year. This task shall be scheduled concurrently with one of the Task 3 cleanings at the WWTP.

**Item 5**      **Unscheduled Services**

Per hour cost for vactor truck and labor (2 men) for unscheduled grease removal/vactor service and per gallon disposal fee for grease and other floatable materials will be paid under the terms outlined in Exhibit B of this Agreement. Basis of award will include cost for 8 hours vacuum truck, 8 hours labor for 2 men at regular rates and disposal of 1000 gallons of material.

**Basis of award**

Basis of award is the low, responsive bidder based upon the following calculations:

FY16 Total: 1A+1B+1C+(2A\*2)+(2B\*2)+(3A\*2)+(3B\*2)+(3C\*2)+(4A\*2)+5

FY17 Total: 1A+1B+1C+(2A\*2)+(2B\*2)+(3A\*2)+(3B\*2)+(3C\*2)+(4A\*2)+5

FY18 Total: 1A+1B+1C+(2A\*2)+(2B\*2)+(3A\*2)+(3B\*2)+(3C\*2)+(4A\*2)+5



**EXHIBIT A**  
**“THE SERVICES” - CONTINUED**

Unscheduled Services Total FY16: (\$/hour regular rate for vactor truck and 2 men \* 8 hours) + (\$/gallon disposal\*1000 gallons)

Unscheduled Services Total FY17: (\$/hour regular rate for vactor truck and 2 men \* 8 hours) + (\$/gallon disposal\*1000 gallons)

Unscheduled Services Total FY18: (\$/hour regular rate for vactor truck and 2 men \* 8 hours) + (\$/gallon disposal\*1000 gallons)

The contract price limitation is different from the basis of award and represents a possible worst case scenario for scheduled and unscheduled services that may be required each year over the contract term. The contract price limitation is calculated as follows:

**Contract Price Limitation** = {Scheduled services + FY16 Total + FY17 Total + FY18 Total} + {\$6500/year unscheduled services per year \* 3 years contract term}


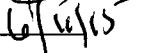
**WRBP Responsibilities**

WRBP staff will provide access to each location as coordinated with the contractor. WRBP staff will raise the wetwell liquid level so that contractor can vacuum out the floatables and clean the sidewalls.

**Contractor Responsibilities**

The successful bidder shall provide all labor, materials, services, tools, equipment, transportation and facilities to complete the Scope of Work. It shall be the sole responsibility of the contractor awarded the project to comply with all local, state and federal rules and regulations in the commission of the work requested by this specification. The grease and floatable materials removed under this contract shall be disposed of by the contractor in accordance with all applicable federal, state and local regulations governing such waste. Contractor shall confirm, in writing, the disposal location for materials removed during each service. It is up to the chosen removal company to meet the requirements of the location chosen by them for disposal of grease and floatable materials. Example: Some locations require 3 parts water to 1 part grease and floatables to allow disposal. Whatever is required for disposal is the responsibility of the company chosen to remove the grease and floatables. If the chosen disposal company stops taking product it remains the responsibility of the Grease removal company to find an alternative disposal location. All work shall be performed in a neat and workmanlike manner in conformance with best modern trade practices by competent, experienced workers. All equipment used shall be operated in strict accordance with the manufacturer’s instructions. The contractor will be solely responsible for errors or omissions; therefore, it is recommended that each bidder inspect the sites so that any questions can be answered prior to finalizing the quotation. Work must be completed during normal working hours of Monday-Friday, 7:00 A.M. to 3:15 P.M., unless otherwise mutually agreed upon arrangements are made with the WRBP.

Information included in the Request for Quotation dated 01/07/2015 is incorporated herein by reference.

Initials   
Date 

**EXHIBIT B**  
**“COST AND TERMS OF PAYMENT”**

**SCHEDULED SERVICES**

Quotations shall reflect the annual cost for each service specified below; include all travel, labor, equipment and disposal costs for the service.

<b><u>Item 1</u></b>	<b><u>FY16</u></b>	<b><u>FY17</u></b>	<b><u>FY18</u></b>
<b><u>Removal and Disposal of Grease from Pump Station Wetwells</u></b>			
1A) North Main, once per year	<b><u>\$2,000.00</u></b>	<b><u>\$2,000.00</u></b>	<b><u>\$2,000.00</u></b>
1B) Belmont, twice per year [Scheduled with 1A]	<b><u>\$2,500.00</u></b>	<b><u>\$2,500.00</u></b>	<b><u>\$2,500.00</u></b>
1C) River Street, once per year [Scheduled with 2A]	<b><u>\$3,000.00</u></b>	<b><u>\$3,000.00</u></b>	<b><u>\$3,000.00</u></b>
1D) Jewett Brook, once per year [Scheduled with 1A and 1B]	<b><u>\$1,500.00</u></b>	<b><u>\$1,500.00</u></b>	<b><u>\$1,500.00</u></b>
1E) Winnisquam, twice per year [Scheduled with 1A and 1B]	<b><u>\$5,000.00</u></b>	<b><u>\$5,000.00</u></b>	<b><u>\$5,000.00</u></b>
<b><u>Item 2</u></b>			
<b><u>Grease Removal from Scum Pits at Wastewater Treatment Plant</u></b>			
2A) Cleaning 4 Scum Pits at Treatment Plant Bi-monthly, 6 times per year	<b><u>\$13,800.00</u></b>	<b><u>\$13,800.00</u></b>	<b><u>\$13,800.00</u></b>
DEDUCT for 2A, per scum pit, per event when bi-monthly cleaning has less than 4 scum pits to service	<b><u>\$(500.00)</u></b>	<b><u>\$(500.00)</u></b>	<b><u>\$(500.00)</u></b>
2B) Cleaning 2 Scum Pits at Treatment Plant, twice per year [Scheduled with 2A]	<b><u>\$850.00</u></b>	<b><u>\$850.00</u></b>	<b><u>\$850.00</u></b>
<b>ANNUAL SCHEDULED SERVICES TOTAL</b>	<b><u>\$28,650.00</u></b>	<b><u>\$28,650.00</u></b>	<b><u>\$28,650.00</u></b>

Initials CB  
Date 6/16/15

**EXHIBIT B**  
**“COST AND TERMS OF PAYMENT” - CONTINUED**

**UNSCHEDULED SERVICES**

The per hour cost for unscheduled grease removal at any WRBP location, including vector truck service, labor (2 men), and per gallon disposal fee for grease and other floatable materials.

**Item 3**            **Unscheduled Services**

	<u>FY16</u>	<u>FY17</u>	<u>FY18</u>
3A) Regular Hourly Rate (\$/hr)	<b><u>\$175.00</u></b>	<b><u>\$175.00</u></b>	<b><u>\$175.00</u></b>
[includes 2 men, travel time, equipment and cost for services]			

[For 3A Specify minimum Service Charge or Minimum number of hours, if applicable]	\$ _____	\$ _____	\$ _____
	hrs. <u>8</u>	hrs. <u>8</u>	hrs. <u>8</u>

3B) Overtime Hourly Rate (\$/hr)			
[includes 2 men, travel time, equipment and cost for services]			
	<b><u>\$262.50</u></b>	<b><u>\$262.50</u></b>	<b><u>\$262.50</u></b>
	hrs. _____	hrs. _____	hrs. _____

[For 3B Specify minimum Service Charge or Minimum number of hours, if applicable]	\$ _____	\$ _____	\$ _____
	hrs. <u>8</u>	hrs. <u>8</u>	hrs. <u>8</u>

Disposal Fee, per gallon above that included in scheduled service cost

	<b><u>\$ 0.28 gal.</u></b>	<b><u>\$ 0.28 gal.</u></b>	<b><u>\$ 0.28 gal.</u></b>
	<b>\$193.00 wet ton of grit from Vector Truck</b>		

**Notes:**

- 1) The contract price limitation is based upon the sum of the annual routine servicing costs plus an additional \$6,500.00 per year for unscheduled service and associated disposal of material.
- 2) Contractor to be paid within thirty (30) days of submission of invoice after satisfactory completion of the work and written identification of disposal location for materials removed during each service. Approval of this contract does not authorize any expenditure over the price limitation.
- 3) For any scheduled service which occurs more than once per year, the cost per event will be determined by dividing the annual cost for that service by the number of events specified per fiscal year for that service.

Marlin Environmental, Inc.  
 Company Name

Initials CB  
 Date 6/15/15

**EXHIBIT "C"**  
**SPECIAL PROVISIONS**

CONFINED SPACE CERTIFICATION

I, Michael Melanson, of  
(Name)

Marlin Environmental, Inc.  
Company Name)


hereby certify that the confined space policy of

Marlin Environmental, Inc.  
Company Name)

complies in all aspects with the Federal Occupational  
Safety and Health Standards (OSHA), 29 CFR Part 1910  
and that

Marlin Environmental, Inc.  
Company Name)


Possesses all equipment required for compliance with  
all provisions of the rules

Initials   
Date 6-11-16

**EXHIBIT C**  
**“SPECIAL PROVISIONS” - CONTINUED**

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 no less \$1,000,000 per occurrence and no less than \$1,000,000 excess/umbrella liability insurance”.

Initials   
Date 6-11-18

# 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 Marlin Environmental, Inc. a(n) Delaware corporation, is authorized to transact business in New Hampshire and qualified on April 2, 2007. 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 13<sup>th</sup> day of April, A.D. 2015

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

William M. Gardner  
Secretary of State

**MARLIN ENVIRONMENTAL, INC.**

**WRITTEN CONSENT OF THE BOARD OF DIRECTORS  
TO ACTION TAKEN IN LIEU OF MEETING THEREOF**

(Pursuant to Section 141(f) of the General Corporation Law of Delaware)

The undersigned, being all of the members of the Board of Directors of Marlin Environmental, Inc. a Delaware corporation (the "Corporation"), hereby consent to the following actions taken by the Board of Directors in lieu of a meeting of said Directors on said matters.

**WHEREAS**, THE Department of Environmental Services of the State of New Hampshire (the "Department") has requested bids for the provision of Vector Truck Services an Grease Removal and Disposal Services (the "Services")

**WHEREAS**, the Corporation submitted the lowest bid to provide the Services;

**WHEREAS**, the Department requires that the Corporation execute and/or deliver certain documents and instruments in connection with the provision of the Services by the Corporation, including, without limitation, (i) the Department's Form P-37 together with Exhibits, A, B and C thereto, (ii) this Written Consent, (iii) a certificate from the Secretary of the Corporation, 9iv) a Certificate of Good Standing and (v) an insurance certificate (all of the foregoing documents and instruments, collectively, the "Services Documents").

**NOW THEREFORE, BE IT RESOLVED**, that the Corporation hereby approves the execution, delivery and performance of the Services Documents, Carl Bailin, the President of the Corporation, is hereby authorized to act on behalf of the Corporation to execute and deliver the Services Documents to and in favor of the Department in form and substance satisfactory to and approved by the President. Each of the President, the Vice President, the Treasurer and the Secretary of the Corporation (collectively, the "Authorized Officers") is hereby authorized to act in connection with the provision of the Services of the Corporation. The Department may rely on this Written Consent until written notice of its revocation shall have been delivered to and received by the Department. Any such notice shall not affect any of the Corporation's agreements or commitments in effect at the time notice is given.

**WHEREUPON**, the undersigned, being all of the Directors of the Corporation have executed this Written Consent effective as of this 11 day of June, 2015.

BOARD OF DIRECTORS

  
\_\_\_\_\_  
Carl R. Bailin

  
\_\_\_\_\_  
Renee Bailin

**MARLIN ENVIRONMENTAL, INC.  
GENERAL CERTIFICATE**

The undersigned, Secretary of Marlin Environmental, Inc., a Delaware corporation (the "Corporation") hereby certifies that:

1. Carl Bailin is the duly appointed President of the Corporation.
2. Attached is a true and correct copy of the Resolutions of the Corporation adopted by Written Consent of the Board of Directors approving the execution and delivery by the Company of certain documents and instruments in connection with the provision of Vactor Truck Services by the Corporation for the Winnepesaukee River Basin Program of the Department of Environmental Services of the State of New Hampshire. As of the date hereof, such Resolutions and Written Consent are in full force and effect and have not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand this 11 day of June, 2015.

MARLIN ENVIRONMENTAL, INC.

By:



Name: Renee Bailin

Title: Secretary





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06/10/2015

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 Kinney Pike - Randolph 42 Meadow Lane Randolph, VT 05060 Jake Obar	CONTACT NAME: Jake Obar	FAX (A/C, No): 802-728-4625	
	PHONE (A/C, No, Ext): 802-728-4434	E-MAIL ADDRESS: jobar@kinneypike.com	
INSURED Marlin Environmental, Inc 31 Welch Park Drive Middlesex, VT 05602	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Hanover Insurance Company		22292
	INSURER B : Star Insurance Company		18023
	INSURER C : Tokio Marine Speciality Ins Co		
	INSURER D :		
	INSURER E :		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			ZHVA249563	03/29/2015	03/29/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
C	<input checked="" type="checkbox"/> Pollution Liabili			PPK1303619	03/29/2015	03/29/2016	MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS HIRED AUTOS <input type="checkbox"/>			ADVA250156	03/29/2015	03/29/2016	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			UHVA249562	03/29/2015	03/29/2016	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
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 Y N/A	WC0820887	03/29/2015	03/29/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Equipment Floater			IHVA21332700	03/29/2015	03/29/2016	

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

<b>CERTIFICATE HOLDER</b>  New Hampshire DES Winnepesaukee River Basin PO Box 68 Franklin, NH 03235	<b>CANCELLATION</b>  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  <i>Karen Larocque</i>