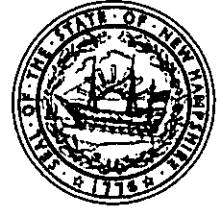




The State of New Hampshire  
**Department of Environmental Services**

**Robert R. Scott, Commissioner**



*lam*  
*55*

February 25, 2020

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

REQUESTED ACTION

Authorize the Department of Environmental Services (DES) to enter into an agreement with Pescinski Painting LLC (VC #300809), Northfield, New Hampshire in the amount of \$41,000.00 for industrial painting services to recoat the interior of an anaerobic digester cover, effective upon Governor and Council approval through June 30, 2020. 100% WRBP Funds.

Funding is available in the following account.

	<u>FY20</u>
03-44-44-442010-1300-048-500226	\$41,000
Dept. Environmental Services, Winnepesaukee River Basin, Buildings & Grounds	

EXPLANATION

This contract is for the surface preparation and painting of the interior metalwork of primary #2 anaerobic digester cover. The digester is located at the Franklin Wastewater Treatment Plant (WWTP) which is part of the regional wastewater collection and treatment system operated by the Department of Environmental Services Winnepesaukee River Basin Program (WRBP) on behalf of ten communities in the Lakes Region.

Due to process requirements, the digester will not be available for recoating until after June 1, 2020 when the digester will be emptied and cleaned under a separate contract. Re-coating the interior cover is a routine preventative maintenance function which was last performed in 2010. The scope of services is more fully described in Exhibit B.

A Request for Quotes (RFQ) was prepared and sent to nine (9) firms known do this kind of specialized work. The RFQ was also advertised in the newspaper, The Union Leader, and posted on the Department of Administrative Services Purchase and Property website.

Responses to the RFQ are as follows:

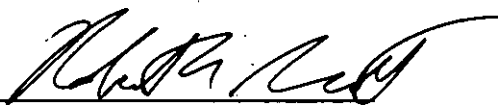
<u>Firm Name</u>	<u>Quote to Recoat Digester Cover</u>
Pescinski Painting LLC, Northfield, NH	\$41,000
John W. Egan Co., West Newton, MA	\$66,200
RJ Forbes Painting Contractor Inc., Attleboro, MA	\$65,600
Knowles Industrial Services, Gorham, ME	\$149,750
Marston Industrial Services, Fairfield, ME	No Response
Commercial Painting Company, Portsmouth, NH	No response
Dansereau Associates, Worcester, MA	No response
G.S. Bolton, Rochester, NH	No response
Limerick Steeplejacks, Limerick, ME	No response
Vermont Protective Coatings, Inc., Brandon, VT	No response

As a result of the quotes, we wish to award the contract to Pescinski Painting LLC. This firm has satisfactorily performed similar services for the WRBP in the past.

Note that all operating costs of the WRBP are billed back to the users of the facilities, as provided in RSA 485-A:50; there is no General Fund contribution to the WRBP's operation.

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

We respectfully request your approval of this item,

  
Robert R. Scott, Commissioner


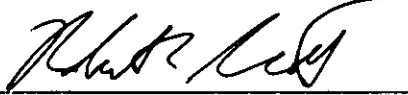

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**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 Pescinski Painting LLC		1.4 Contractor Address 19 Blueberry Lane, Northfield NH, 03276	
1.5 Contractor Phone Number 603-630-1460	1.6 Account Number 03-44-44-442010-1300-048-500226	1.7 Completion Date June 30, 2020	1.8 Price Limitation \$41,000
1.9 Contracting Officer for State Agency Sharon McMillin		1.10 State Agency Telephone Number 603-934-4032	
1.11 Contractor Signature  Date: 1/21/2020		1.12 Name and Title of Contractor Signatory Tyler Pescinski member	
1.13 State Agency Signature  Date: 1/29/20		1.14 Name and Title of State Agency Signatory Robert R. Scott, Commissioner, NHDES	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)  By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)  By:  On: 2/4/2020			
1.17 Approval by the Governor and Executive Council (if applicable)  G&C Item number: _____ G&C Meeting Date: _____			

**2. 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 B which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provide in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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 The Contractor 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.

## 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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

## 9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

## 10. 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.

**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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

**13. INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

#### 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. The 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. **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.

17. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

**EXHIBIT "A"**  
**SPECIAL TERMS AND CONDITIONS**

**Item 1**

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

**Item 2**

**CONFINED SPACE CERTIFICATION**

I, Tyler Pescinski of  
(Name)

Pescinski Painting LLC  
(Company Name)

hereby certify that the confined space policy of

Pescinski Painting LLC  
(Company Name)

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

Pescinski Painting LLC  
(Company Name)

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

**Item 3 - Attachments Pertinent to Contract Work**

Figure 7.1 depicting potential hazards and precautions associated with WRBP Digesters

Record Drawing of Primary Digester # 2

Initials TMP  
Date 1/21/2020

## EXHIBIT "B" SCOPE OF SERVICES

### Summary of Work

The interior metalwork of the cover on Primary Anaerobic Digester # 2 shall be re-coated. The floating digester cover is approximately sixty (60) feet in diameter with a very gentle sloping rise to the center gas collection dome. There is a metal skirt approximately 12 inches wide at the circumference of the cover. The cylindrical gas collection dome which is 6 feet in diameter and approximately 7 feet high is located in the center of the cover. The underside of the cover has a metal plate skin welded to the bottom radial truss system. Seven 4-inch pipe gas mixing lances extend from the ceiling approximately ten feet into the tank which shall be re-coated. The four (4) manholes and lids which penetrate the cover are to be re-coated. There are approximately ten (10) flapper valves to be re-coated, each approximately 8-inches in diameter, evenly distributed around the inside of the concrete tank wall. There are other small appurtenances which are integral parts of the cover and are included in this proposal to be re-coated. Cover may not be removed from tank for re-coating.

### Surface Preparation Metal Components

The surface of all metal components to be re-coated shall be prepared according to Steel Structures Painting Council method SP5 - White Metal Blast Cleaning for areas where rust is visible or peeling. The remaining areas shall receive an abrasive brush blast simply to clean the surfaces and create a suitable profile for painting. All materials used in the surface preparation of the components to be re-coated, including but not limited to solvents and blasting grit, must be collected, removed and disposed of by the contractor in accordance with all applicable federal, state and local regulations governing such waste.

### Primer Coating Metal Components

No primer coating is needed unless required by product's manufacturer.

### Finish Coating Metal Components

Finish coating shall be Sherwin Williams Hi-Mil Sher-Tar Epoxy. No other product will be considered. The color shall be black. The finish coating shall be applied in strict accordance with the manufacturer's instruction for a conventional spray paint application of its product. The finish coating shall be applied to a minimum of 20 mils dry film thickness, in any number of coating applications as recommended by the manufacturer to attain the desired dry film thickness. *Note: WRBP staff will measure the thickness of the existing paint after etching to make sure that the required 20 mils dry film thickness is achieved.*

Acceptance or rejection of work shall be made by WRBP staff, and the contractor shall be responsible for any and all corrective measures required to produce an acceptable coating.



**EXHIBIT "B" - Continued  
SCOPE OF SERVICES**

**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 contractor shall be responsible for the disposal of all waste products in accordance with all local, state and federal rules and regulations governing such materials. All work shall be performed in a neat and workmanlike manner in conformance with best modern trade practices by competent, experienced workers. All materials used shall be applied 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 area and have project-related questions answered prior to finalizing their quotation. Failure to do so will not relieve the contractor of his obligations under this contract.

**Work must be completed during normal treatment plant working hours which are Monday - Friday, 7:00 A.M. to 3:15 P.M. The plant is closed on State Holidays. Since all four digesters are in operation throughout the summer and autumn months, and due to our solids loading at the treatment plant, Primary Digester # 2 will not be available for painting until June 1, 2020. Work shall be completed by June 30, 2020.**

**Safety**

The WRBP operates an active safety program, with a safety committee and safety manual that augments DES Safety requirements. The selected contractor shall comply with all WRBP safety rules, in addition to all applicable state and federal worker safety laws and regulations, including those dealing with confined spaces.

The plant's digester covers are confined spaces (permit required) as per OSHA definition in 29 CFR Part 1910 and the NH Department of Labor Safety Regulations. Attached is Figure 7.1 taken from the WRBP's confined space policy which shows expected hazards and required precautions for these confined spaces. Prior to beginning work, the contractor must provide WRBP a copy of the confined space program that the contractor intends to follow or provide details of the contractor's confined space program. Exhibit C of the contract shall contain a Certification Statement from the contractor stating compliance with OSHA confined space regulations. The contractor is responsible for all the safety equipment and procedures required in Figure 7.1, OSHA, and the contractor's confined space program.

**Treatment Plant Contacts**

Inquiries regarding this request for proposals should be directed to Ken Noyes or Art O'Connell at the treatment plant at 603-934-4032 between the hours of 7:00 A.M. and 3:15 P.M. Monday through Friday.

**EXHIBIT "B" - Continued**  
**SCOPE OF SERVICES**

**Information for Bidders**

All proposals must be received by the Department of Environmental Services, Franklin Wastewater Treatment Plant, PO Box 68, 528 River Street, Franklin, NH 03235 no later than 3:00 P.M. on November 20, 2019; at which time proposals will be opened. Exhibits A, B, and C shall be completed and returned as the proposal response. In addition, at least three (3) recent references for comparable work including contact names and phone numbers shall be provided as part of the proposal submitted for consideration.

All mailed or hand delivered proposals must be enclosed in sealed envelopes that are clearly marked "Re-coating of Primary Digester # 2 Interior Metalwork". Faxed or emailed proposals shall clearly be titled "Re-coating of Primary Digester # 2 Interior Metalwork". Fax proposals to 603-934-4831 or e-mail to [kenneth.noyes@des.nh.gov](mailto:kenneth.noyes@des.nh.gov).

**Basis of Award**

The WRBP reserves the right to determine what constitutes a conforming proposal; to determine if a firm or individual is qualified; to waive irregularities that it considers not material to the proposal; and award the contract solely as it deems to be in the best interest of the State. Basis of award is the lowest total price submitted from a qualified firm as is in the best interest of the WRBP.

**The Contract**

The chosen contractor will be under contract to the NHDES. We include herein a blank copy of a standard state service contract (P-37 form), as well as Exhibits A, B and C for the Agreement. Exhibit "B" Scope of Services will be the Scope of Work which describes the services. Exhibit "C" Price and Payment is the form with your cost quote for the work. Exhibit "A" Special Terms and Conditions provides a form confirming that the firm has a confined space policy which complies with state and federal regulations. It is strongly suggested that you review the general conditions shown on the State contract form (P-37) including the insurance requirements contained in Item No. 14. Exhibits A, B, and C shall become part of the contract.

Should your firm be selected for the work, the WRBP will send you a "Notice of Intent to Award" along with a P-37 contract for execution. In addition to this executed P-37 form and the initialed and dated Exhibits A, B, and C, the contract documents included: a "Corporate Resolution" authorizing the signatory to enter into a contract for the work; an insurance certificate meeting the requirements shown in the P-37 listing the NHDES-WRBP as an additional insured; and a "Certificate of Good Standing" from the NH Secretary of State's office. **Be aware that any corporation, individual (sole proprietorship) or partnership doing business with the State must be registered and in good standing with the New Hampshire Secretary of State's Office in order to process a contract.** The contractor will be responsible for providing the WRBP with a current, original certificate issued by the NH Secretary of State dated after April 1, 2019.

**EXHIBIT "B" - Continued**  
**SCOPE OF SERVICES**

Because it is necessary for the selected contractor to be registered and in good standing with the NH Secretary of State's office, if at the time the contractor receives the "Notice of Intent to Award" the contractor is not registered, the contractor will be allowed fourteen (14) days to complete this task. If at the end of the fourteen (14) days the contractor is not registered, it will be the WRBP's option to disregard the contractor's proposal.

When the required documents are returned, a contract will be processed through the NHDES and the NH Governor and Executive Council, a process that usually requires eight (8) to twelve (12) weeks to complete.

Information contained in the State's Request for Proposals dated October 23, 2019; is hereby included in Exhibit A by reference.

EXHIBIT "C"  
PRICE AND PAYMENT

DESCRIPTION

Re-coating interior of primary # 2 anaerobic digester cover as described in Exhibit "B".

\$ 41,000  
Amount in Figures

Forty one Thousand Dollars  
Amount in Words

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

Remit Bill To:  
NHDES-Water Division  
Attn: Traci Knieriemen  
29 Hazen Drive, P.O. Box 95  
Concord, NH 03302-0095

I (We) agree to furnish the services specified in Exhibit "B" at the cost shown above.

Rescinski Painting LLC  
Company Name

Initials TMP  
Date 1/21/2020

# State of New Hampshire

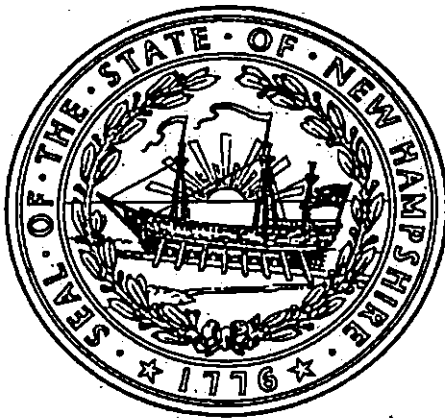
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that PESCINSKI PAINTING LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on November 07, 2018. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 806775

Certificate Number: 0004492150



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 9th day of April A.D. 2019.

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

William M. Gardner  
Secretary of State

**PESCINSKI PAINTING LLC**

**CERTIFICATE OF AUTHORITY**

I, Mark Pescinski hereby certify that I am a partner in  
Pescinski Painting LLC and hereby

authorize my partner Tyler Pescinski to enter into the contract for Primary Anaerobic Digester re-coating with the Department of Environmental Services.

I hereby further certify and acknowledge that the State of New Hampshire will rely on this certification as evidence that that my partner Tyler Pescinski has full authority to bind the LLC.

Signed: Mark Pescinski

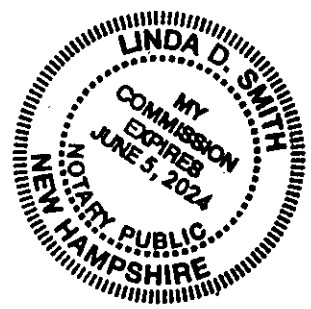
Date: 12/9/19

State of New Hampshire, County of Merrimack

On this the 9<sup>th</sup> day of December 2019 before me Linda D Smith, the undersigned officer, personally appeared Mark Pescinski, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

Notary Name: Linda D Smith

Expiration Date: June 5, 2024





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/27/2020

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 Foy Insurance - Tilton PO Box 194  Tilton NH 03276	CONTACT NAME: Denise Stark AAI, AAM, CPIW	
	PHONE (A/C, No. Ext): (603) 286-8978	FAX (A/C, No.): (603) 286-2271
E-MAIL ADDRESS: denise.stark@foyinsurance.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Acadia		31325
INSURER B: Union Insurance Co		25844
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES CERTIFICATE NUMBER: 2019-2020 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			CLA5376835-11	12/12/2019	12/12/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 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 AIOCA \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> HIRED AUTOS			CAA5395850-11	12/12/2019	12/12/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist BI-single limit \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			CUA5396032-11	12/12/2019	12/12/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER NH Department 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 Michael Foy/TABBY