



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES

Robert R. Scott, Commissioner

JAN 1 '22 AM 10:24 RCVD



December 30, 2021

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

REQUESTED ACTION

Authorize the Department of Environmental Services (NHDES) to enter into an agreement with Interstate Water & Wastewater Specialists, LLC (VC #385520-R001) Manchester, NH in the amount of \$50,600 for the removal, retrofit, inspection, and start-up of the turntable drive and center assemblies on Secondary Clarifier #1 and #2 at the Winnepesaukee River Basin Program (WRBP) Franklin wastewater treatment facility (WWTF), effective upon Governor and Council approval through June 30, 2023. 100% WRBP Funds.

Funding is available in the account as follows, with the ability to adjust encumbrances in each of the state fiscal years through the Budget Office, if needed and justified, and contingent upon the availability and continued appropriation of funds.

03-44-44-442010-5426-048-500226

Dept Environmental Services, Winnepesaukee River Basin Prog, Contractual Maintenance- Bldg&Grnds

<u>Fiscal Year</u>	<u>Base Cost</u>	<u>Contingent Costs</u>	<u>Total Amount</u>
2022	\$23,000	\$2,300	\$25,300
2023	<u>\$23,000</u>	<u>\$2,300</u>	<u>\$25,300</u>
Total Contract Price Limitation	\$46,000	\$4,600	\$50,600

EXPLANATION

This contract is for the removal, disassembly, retrofit, inspection, and start-up of the turntable drive and center assemblies on Secondary Clarifiers #1 and #2 located at the Franklin WWTF. Successful operation of the WRBP Franklin WWTF relies upon settling of the biological solids, since they must be continually removed. If the solids were not removed, they would fill the clarifiers and be discharged in the plant's effluent. Fully functional center turntable drive assemblies are necessary to remove the solid components contained in the wastewater for further processing in order to maintain compliant wastewater discharge to the Merrimack River.

Both Secondary Clarifier turntable drive assemblies have been repaired and rebuilt several times since their original installation in 1978. Rebuilds were last performed in 2001 and 2010. The drives and internal components are past their useful life and inspections have determined that they cannot successfully be rebuilt again. Therefore, each center turntable drive assembly is being replaced and necessary accessory components retrofit.

- CONCORD OFFICE -

29 Hazen Drive, P.O. Box 95, Concord, New Hampshire 03302-0095
(603) 271-3504

TDD Access: Relay NH 1-800-735-2964

Secondary Clarifier #1 turntable drive assembly has recently failed and is currently offline so work can commence when parts are available and weather conditions allow after this contract is executed. Secondary Clarifier #2 cannot be taken offline until the other clarifier retrofit work is completed and placed back in service when operational conditions allow. In general, this will occur between July and September of 2022. This retrofit schedule will ensure continuous, uninterrupted service of this critical part of our wastewater treatment process. The Scope of Work is further described in Exhibit B of the agreement.

A Request for Proposals (RFP) was prepared and sent to ten firms which provide this type of service. The RFP was advertised in the Union Leader newspaper and posted on the NH Department of Administrative Services Purchase and Property website.

Responses to the RFP are as follows:

<u>Company</u>	<u>Basis of Award/Cost Quote</u>
Interstate Water & Wastewater Specialists, LLC, Goffstown, NH	\$50,600
Penta Corporation, Moultonboro, NH	\$352,000
Kingsbury Companies, LLC, Middlesex, VT	\$375,650
R.H. White Companies, Inc., Auburn, MA	No response
Beck & Bellucci, Franklin, NH	No response
EIMCO Water Technologies LLC, Salt Lake City, UT	No response
Waterline Industries, Seabrook, NH	No response
T-Buck Construction Inc., Turner, ME	No response
Methuen Construction, Plaistow, NH	No response
Hutter Construction Corporation, New Ipswich, NH	No response

As a result of the three responses and subsequent due diligence, we wish to award the contract to Interstate Water & Wastewater Specialists, LLC. This firm has successfully done similar work for other wastewater facilities in New Hampshire and the region. This contract enables the WRBP to retain a reliable firm capable of performing these services over the term of the contract. A contingency of 10% or \$2,560 per fiscal year for unforeseen expenses is included in the contract price limitation. The contingency shall only be used upon prior authorization of the WRBP.

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 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 Interstate Water & Wastewater Specialists, LLC		1.4 Contractor Address 36 Page Hill Road, Goffstown, NH 03045	
1.5 Contractor Phone Number (603) 882-4845	1.6 Account Number 03-44-44-442010-5426-048-500226	1.7 Completion Date June 30, 2023	1.8 Price Limitation \$50,600.00
1.9 Contracting Officer for State Agency Sharon McMillin		1.10 State Agency Telephone Number 603-934-4032	
1.11 Contractor Signature  Date: 10-10-21		1.12 Name and Title of Contractor Signatory MARK CHERVINCK owner	
1.13 State Agency Signature  Date: 1-4-21		1.14 Name and Title of State Agency Signatory Robert R. Scott, Commissioner	
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: 1-10-22			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials MhC
 Date 11-10-21

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 1.17, 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 1.13 ("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 provided 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.

10.1 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.

10.2 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.

10.3 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 10.2 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 Provisions**

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, MARK CHERVINCKY, of
(Name)

Interstate Water & Wastewater SPECIALTY, LLC
(Company Name)

hereby certify that the confined space policy of

Interstate Water & Wastewater SPECIALTY, LLC
(Company Name)

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

Interstate Water & Wastewater SPECIALTY, LLC
(Company Name)

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

Initials MC
Date 11-10-21

Exhibit B Scope of Services

Scope of Work

Prior to beginning the work and disassembly of the drive mechanism, the contractor shall establish the elevation of the skimmer arm and sludge collector mechanism in as many points as is necessary to enable the collector and skimmer to be set at the proper elevation when the drive is reassembled.

As a minimum, the contractor shall perform the work below for each Secondary Clarifier:

- Mobilization to site – crane, mats, rigging & related equipment
- Check and record elevation of skimmer arm and sludge collectors.
- Conduct a thorough inspection of the turntable and drive head assemblies.
- Make recommendations as to any additional parts needed for the retrofit of the turntable and drive head assemblies based upon their inspection.
- Remove metalwork necessary to retrofit the center drive assemblies, at a minimum the catwalks.
- Remove and/or crib up rake arm assemblies, as needed to facilitate retrofit.
- Store disassembled parts in an appropriate manner at a location designed on site by the WRBP.
- Drain any oil and lubricants prior to disassembly, when possible. Protect the WRBP grounds from any and all spills of waste oil, lubricants, or other wastes.
- Remove/disassemble/dispose center turntable and drive assembly.
- Install new center turntable and drive assembly and associated parts as provided by Ovivo to the WRBP.
 - Install adapter steel components
 - Install new Ovivo C40HT drive unit
 - Install new sludge box valves
 - Install new sludge box seal – neoprene
 - Install new skimmer wiper – neoprene
 - Install new feedwell panels – FRP
 - Install new center column ring – steel
- Disconnect and reconnect the required electrical and control systems.
- Reassemble the metalwork and adjust rake arm and mechanism to appropriate levels.
- Test new drive unit and rotate mechanism and adjust, as necessary.
- Surface preparation and touch-up painting of metalwork and new drive assemblies, as necessary.
- Start-up and coordinated inspection of the drive assemblies by Ovivo and WRBP staff. Contractor to make all necessary adjustments or corrections to the work as required by inspectors. If Ovivo is required to re-visit the site due to such adjustments or corrections to the clarifier, the Contractor shall be responsible for those additional costs.
 - Ovivo Startup/checkout services under separate procurement by the WRBP - one (1) Ovivo serviceman visit for one (1) trip of one (1) day on site to perform checkout (start-up) and inspect new C40HT drive unit & components installation and provide operator training.
- Site clean-up, demobilization from site, and appropriate disposal off-site of old center drive assemblies.

Attachment E contains the Dorr-Oliver parts quote which establishes, as the minimum, the components to be replaced. The contractor shall conduct a thorough inspection of the new, Ovivo turntable and drive head assemblies and secondary clarifiers and recommend any other additional repairs or parts necessary to complete the retrofit work. Should additional work be necessary that cannot be covered by the 10% contract contingency, a not-to-exceed price quotation for the additional materials and labor shall accompany the contractor's recommendations when they are made to the WRBP. The WRBP reserves the right to purchase materials or additional equipment or authorize the contractor to do so at a mark-up of no more than 10%.

Prior to completion of the work on each clarifier, the contractor will be responsible to make any adjustments deemed necessary by the Ovivo on-site technical representative who will inspect the retrofit and assist the contractor and WRBP staff with start-up. Contractor shall verify elevations and proper alignment of equipment and make needed adjustment to skimmer arms and sweeps to re-align them to their design and fully-functional conditions or as required by the Ovivo inspector and WRBP staff. Contractor shall run each clarifier one 8-hour shift as part of the start-up inspection prior to receiving authorization to leave it operational.

The surface of all metal components to be touch-up painted shall be prepared according to Steel Structures Painting Council method SP10 – Near 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. Touch-up painting of catwalk and rake arm drive assembly and any other metal parts disassembled and reassembled and the new drive center assembly shall be Sherwin Williams Corothane I Aliphatic Urethane. The color shall be Blue to match Ovivo color applied to a dry film thickness of 6 mils in any number of coating applications, as recommended by the manufacture, to attain the desired dry film thickness. Sherwin Williams Hi-Mil Sher-Tar Epoxy" Black pouch-up paint shall be used to match black items.

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.

All materials used in the surface preparation of the components to be painted, 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.

Contractor Responsibilities

The contractor 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 to comply with all local, state and federal rules and regulations in the commission of the work requested by this specification. All materials used shall be applied in strict accordance with the manufacturer's instructions. The contractor will be solely responsible for errors or omissions.

The contractor shall be responsible for disposal of all waste products in accordance with all local, state and federal rules and regulations for disposal of such waste materials. All work shall be performed in a

neat and workman like manner, in conformance with the best modern trade practices, by competent, experienced workers.

Because the secondary clarifiers are so critical to the plant's operation, the contractor is expected to work continuously (regular workdays) until the work is complete (except during periods of inclement weather). The standard operating hours of the WWTP are Monday through Friday 7:00am to 3:15pm, except State Holidays. Hours beyond this period on weekdays may be worked by the contractor upon prior approval and arrangement with the WRBP staff. In such cases, the WRBP will supply (at no cost to the contractor) an employee to provide plant access, enabling the contractor to work a longer day, if so authorized in advance. Contractor shall not rely upon WRBP staff availability expect during normal business hours.

It is important to the WRBP that the Secondary Clarifier #1 work be completed as soon after contract approval and parts/materials are available since this clarifier has failed. Secondary Clarifier #2 shall be completed in the summer of 2022 when conditions allow it to be taken off-line; typically, after June 1st.

This list of attachments is included to assist in preparing your proposal.

- Attachment A, SEA Sheet #3, Site Plan I, Franklin Wastewater Treatment Facility
- Attachment B, Dorr-Oliver Drive Drawing 115207
- Attachment C, SEA Drawing Sheet #73, Secondary Clarifiers, (Structural)
- Attachment D, SEA Drawing Sheet #74, Secondary Clarifiers, (Equipment Detail)
- Attachment E, Ovivo (Dorr-Oliver) Parts Quotation dated 8/23/21
- Attachment F, Standard State Service Contract (P-37)
- Attachment G, Figure 7.1 of the WRBP Safety Manual governing confined spaces

Contractor's material and workmanship shall be one year .

Safety

The WRBP operates an active safety program, with a safety committee and designated Safety and Heath Coordinator. The contractor must comply with all WRBP safety rules, and applicable state and federal worker safety laws and regulations. Should the work require entry into a confined space (as per OSHA definition in 29 CFR Part 1910), the contractor will be expected to follow all safety procedures relating to these areas, including those that are provided by the WRBP safety program.

When empty (and because of the use of solvents, paint and the generation of dust and vapors), the secondary clarifiers are confined spaces requiring, at minimum, a checklist before entry. Figure 7.1, taken from the WRBP's confined space policy, shows expected hazards and required precautions for these confined spaces. Exhibit A of the contract contains a Certification Statement from the contractor stating compliance with OSHA confined space regulations.

WRBP Responsibilities

The WRBP personal shall empty Secondary Clarifiers and clean the tank, turntable, attached arms and sludge collector mechanisms. The WRBP shall ensure all gates and valves that feed the tank are locked

in the closed position and demonstrate this to the contractor. One of the WRBP electricians will be available to coordinate contractor's disconnection and reconnection of the required electrical systems.

WRBP shall provide necessary oil and lubricants for the new center drive assemblies.

This Agreement consists of the following documents: P-37 form, Exhibits A, B, C, the request for proposals dated October 4, 2021, including referenced attachments and any addenda thereto, which are all incorporated herein by reference as if fully set forth herein.

Initials MDC
Date 11/10/21

Exhibit C
Cost Proposal and Terms of Payment

1. For the retrofit of Secondary Clarifier #1 drive assembly at the WRBP treatment plant in Franklin (FY22).

I (We) agree to furnish the services specified in Exhibit B at the cost of:

\$ 23,000

Amount in figures

Twenty three thousand dollars and zero cents

Amount in words

- 1a. 10% Contingency for unforeseen additional parts and labor not included in the scope of work. 10% times the amount in item 1.

\$2,300.00

Amount in figures

Two thousand three hundred dollars and zero cents

Amount in words

2. For the retrofit of Secondary Clarifier #2 drive assembly at the WRBP treatment plant in Franklin (FY23).

I (We) agree to furnish the services specified in Exhibit B at the cost of:

\$23,000.00

Amount in figures

Twenty three thousand dollars and zero cents

Amount in words

- 2a. 10% Contingency for unforeseen additional parts and labor not included in the scope of work. 10% times the amount in item 2.

\$2,300.00

Amount in figures

Two thousand three hundred dollars and zero cents

Amount in words

Total for Retrofit work: Items 1 + 2 \$46,000.00

10% Contingency Total: Items 1a + 2a \$4,600.00

Total Contract Price Limitation (Items 1 + 1a + 2 + 2a) \$50,600.00

Interstate Water & Wastewater Specialists, LLC

Company Name

Notes:

1. Contractor is to be paid within thirty (30) days of submission of invoice at satisfactory completion of work including successful inspection and start-up and necessary adjustments to establish full functionality.
2. Approval of this work does not authorize any expenditure over the contract price limitation.
3. Contingency amounts not used in FY22 may be used in FY23, if needed and justified.
4. Contingency funds may only be used upon prior approval by the WRBP.
5. FY22 is from July 1, 2021 to June 30, 2022. FY23 is from July 1, 2022 to June 30 2023. Each FY's work may be invoiced separately.

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 INTERSTATE WATER & WASTEWATER SPECIALISTS, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on March 27, 2012. 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: 668252

Certificate Number: 0005467823



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 16th day of November A.D. 2021.

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

I, MARK CHEVINSKY, hereby certify that I am the sole member of
Interstate Water & Wastewater Specialists, LLC.

I certify that I am authorized to bind the LLC.

I hereby further certify and acknowledge that the State of New Hampshire will rely on this certification as evidence that I have full authority to bind the LLC and that authority will not be rescinded without notice to the State of New Hampshire.

Signed: Mark Chevinsky, Owner
(name and title)

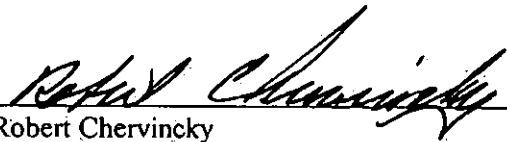
Date: 11-10-21

**Action by Consent of the Managers of
Interstate Water & Wastewater Specialists, LLC**

The undersigned, as the managers of Interstate Water & Wastewater Specialists, LLC, in accordance with Section 6.5 of the Limited Liability Company Agreement, hereby consent to the following:

VOTED: The managers, or any one of them, are authorized to enter into contracts for services to be provided by the Company, including the contracts listed on Schedule A, as it may be amended, which, when signed and delivered by a manager, shall be the binding action of the Company .

Dated: April 16, 2014


Robert Chervincky


Mark Chervincky



INTEWAT-02

PRAVEENKUMAR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/9/2021

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 have ADDITIONAL INSURED provisions or 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 NFP Property & Casualty Services, Inc. 36 South River Road Bedford, NH 03110	CONTACT Lance Allen PHONE (A/C, No, Ext): (860) 631-4423		FAX (A/C, No):
	E-MAIL Address: lance.allen@nfp.com		
INSURED Interstate Water & Wastewater Specialists LLC PO Box 1047 Manchester, NH 03105	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Everest Indemnity Insurance Company		10851
	INSURER B: Berkshire Hathaway Homestate Insurance Company		20044
	INSURER C: Associated Employers Insurance Company		11104
	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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			ECP2033993-10	1/25/2021	1/25/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 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
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			INAU268490	5/10/2021	5/10/2022	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE EACH OCCURRENCE \$ AGGREGATE \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A	WCC-500-5023242-2021A	9/25/2021	9/25/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.I. EACH ACCIDENT \$ 1,000,000 E.I. DISEASE - EA EMPLOYEE \$ 1,000,000 E.I. DISEASE - POLICY LIMIT \$ 1,000,000
A	Pollution Liability			ECP2033993-10	1/25/2021	1/25/2022	Aggregate 2,000,000
A	E&O/Professional Lia			ECP2033993-10	1/25/2021	1/25/2022	Per Claim 1M/ Aggr 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Section 3A States: MA, NH

CERTIFICATE HOLDER

CANCELLATION

NH Department of Environmental Services-WRBP
 PO Box 68
 Franklin, NH 03235

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

David P. Praveen