



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



**Thomas S. Burack, Commissioner**

May 26, 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 an agreement with Judith A. Pescinski dba Pescinski Industrial Painting LLC (VC #159528), Hill, New Hampshire in the amount of \$49,000.00 for industrial painting services to recoat two clarifiers, effective as of July 1, 2015 through June 30, 2016, upon Governor and Council approval. 100% WRBP Funds.

Funding is available in the account as follows and for FY 2016 is contingent upon appropriation and availability of funds.

	<u>FY16</u>
03-44-44-442010-1300-048-500226	\$49,000
Dept. Environmental Services, Winnepesaukee River Basin, Buildings & Grounds	

EXPLANATION

This contract is for the surface preparation and painting of the interior metalwork of one primary and one secondary clarifier. These thickeners are 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.

There are two primary and two secondary clarifiers at the Franklin WWTP. Each primary clarifier is approximately 115 feet in diameter with an open top, a sidewall 10 feet high and floor that gently slopes toward the center to a depth of 14.5 feet. Each secondary clarifier is approximately 115 feet in diameter with an open top, a sidewall 13 feet high and floor that gently slopes toward the center to a depth of 17.5 feet.

Due to process requirements, the clarifiers will not be available for recoating until plant process and weather conditions are favorable at which time the clarifiers will be sequentially removed from service to allow the painting of the metalwork. Re-coating the metalwork is a routine preventative maintenance function which was last performed in 2011 for these two clarifiers (primary clarifier #2 and secondary clarifier #1). The other two clarifiers are scheduled to be re-coated in FY15. The re-coating of the

circular primary and secondary clarifier metalwork includes the steel V-notch weir plate, steel scum baffle, steel rake arm, steel skimmer arm, steel scum trough, steel center baffle, steel center support structure and steel rake arm support. The scope of services is more fully described in Exhibit A.

A Request for Quotes (RFQ) was prepared and sent to twelve (12) firms known do this kind of specialized work. The RFQ was also advertised in a local newspaper, The Citizen of Laconia, and posted on the Department of Administrative Services Purchase and Property website. Responses to the RFQ are as follows:

<u>Firm Name</u>	<u>Total Quote to Recoat 2 Clarifiers</u>
Pescinski Industrial Painting Hill, NH	\$ 49,000
Limerick Steeplejacks Limerick, ME	\$ 54,500
Marston Industrial Services Fairfield, ME	\$ 81,500
Knowles Industrial Services Gorham, ME	\$ 98,640
G.S. Bolton Rochester, NH	\$134,500
Dansereau Associates, Worcester, MA	No response
Perkins Painting Company, Meredith, NH	No response
Pro-Coat II, Londonderry, NH	No response
Vermont Protective Coatings, Inc., Brandon, VT	No response
Fletch's Sandblasting & Painting Inc., Epping, NH	No response
Target New England, Alton, NH	No response
TMC Environmental, Bellingham, MA	No response
Commercial Painting Company, Portsmouth, NH	No response

As a result of the bids, we wish to award the contract to Pescinski Industrial Painting. 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.

  
Thomas S. Burack, Commissioner

Subject: Re-coating of Metalwork on Primary and Secondary Clarifier

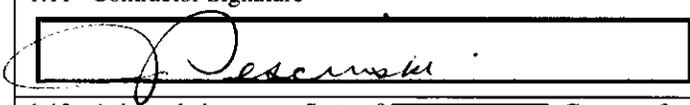
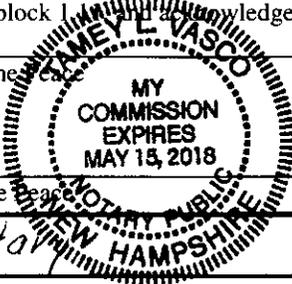
FORM NUMBER P-37 ( version 1/09)

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name <u>Department of Environmental Services</u>		1.2 State Agency Address <u>29 Hazen Drive, Concord, New Hampshire 03302</u>	
1.3 Contractor Name <u>Judith A. Pescinski dba Pescinski Industrial Painting LLC</u>		1.4 Contractor Address <u>423 Currier Road, Hill, New Hampshire 03243</u>	
1.5 Contractor Phone Number <u>(603) 934-3898</u>	1.6 Account Number <u>03-44-44-442010</u> <u>1300-048-500226</u>	1.7 Completion Date <u>June 30, 2016</u>	1.8 Price Limitation <u>\$49,000.00</u>
1.9 Contracting Officer for State Agency <u>Sharon A. McMillin</u>		1.10 State Agency Telephone Number <u>(603) 934-4032</u>	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory <u>Judith A. Pescinski, Owner</u>	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>2/20/15</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 1.12, 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 <u>Tamey L. Vasco</u> [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Tamey L. Vasco Notary</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <u>Thomas S. Burack, Commissioner</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>4-15-16</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**  
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").  
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**  
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**  
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.  
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.  
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**  
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.  
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.  
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**  
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.  
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.  
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials \_\_\_\_\_  
Date 12/20/15

## 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.

  
6/20/15

# EXHIBIT "A" THE SERVICES

## 1.01 Scope of Work

The re-coating of the circular primary and secondary clarifier metalwork includes the steel V-notch weir plate, steel scum baffle, steel rake arm, steel skimmer arm, steel scum trough, steel center baffle, steel center support structure and steel rake arm support. However, this list is not inclusive of all the steel work which shall be re-coated under this specification and there are several appurtenances, brackets, flapper valves, scrapers and other miscellaneous small items which have not been specifically identified in this specification, but which shall be re-coated.

The primary clarifier has a capacity of 0.75 million gallons. The primary clarifier is approximately 115 feet in diameter with an open top. Each primary clarifier tank sidewall is 10 feet high with a floor that gently slopes toward the center of the clarifier to a depth of 14.5 feet.

The secondary clarifier has a capacity of 1 million gallons. The secondary clarifier is approximately 115 feet in diameter with an open top. Each secondary clarifier tank sidewall is 13 feet high with a floor that gently slopes toward the center of the clarifier to a depth of 17.5 feet.

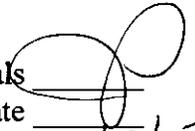
### Primary and Secondary Clarifier metalwork for re-coating (including, but not limited to the following)

- Approximately 362 linear feet of steel V-notch weir plate, 9 inches wide by 3/16 inch thick.
- Approximately 358 linear feet of steel scum baffle plate, 12 inches wide by 1/4 inch thick.
- A steel center baffle well, approximately 75 linear feet in circumference, 6 feet high and 3/16 inch thick.
- A steel skimmer arm, approximately 57 feet long and 8 inches high, runs from the center baffle to the scum baffle and is supported by upright steel braces attached to the rake arm.
- A steel scum trough, approximately 6 feet long by 4 feet wide by 1 foot tall into which the skimmer arm deposits its skimmings.
- A rake arm which runs along the 115 feet diameter tank floor. The rake arm is a triangular truss made of angle iron which measures approximately 7 feet across the bottom and rises approximately 5.5 feet to the apex of the truss.

Exhibit A Page 1

Contractor's initials

Date

  
3/12/15

- The rake arm truss is suspended from the center by a steel lattice work, approximately 4.75 feet wide by 4.75 feet deep and approximately 10 feet tall made of channel iron and angle iron.
- The rake arm drive unit and thrust bearing housing sit on top of a steel column support, approximately 3.5 feet in diameter and approximately 16 feet tall.

**Secondary Clarifier Only**

- Approximately 300 feet of 4” or 6” diameter pipe, also known as draft tubes, in different combinations running along the rake arm and rake arm support.
- Draft tube trough 12 feet by 18 feet by 2 feet.

**1.02 Surface Preparation of ALL Metal Components**

The surface of all metal components to be re-coated 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. 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.

**1.03 Primer Coating Metal Work**

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

**1.04 Finish Coating Metal Work**

Finish coating shall be Sherwin Williams Hi-Mil Sher-Tar Epoxy. No other product will be considered based on performance of this product compared to the poor performance of several alternatives used in the past. 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.

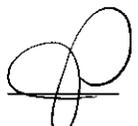
Acceptance or rejection of work shall be made by WRBP staff and the contractor shall be responsible for any and all corrective measures required to produce an acceptable coating.

Contractor's initials   
Date 3/12/15

**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 disposal of all waste products in accordance with all applicable federal, state and local regulations governing such waste. 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. Work must be completed during normal treatment plant 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 contained in the State's Request for Quotations, dated, December 3, 2014, is hereby included in Exhibit A by reference.

Contractor's initials   
Date 3/12/15

## EXHIBIT B

### COST PROPOSAL AND TERMS OF PAYMENT

#### DESCRIPTION

1. Re-coating of metalwork on a Primary Clarifier as described in Exhibit "A"

\$ 24,000

Amount in Figures

Twenty-four Thousand and no/100

Amount in Words

2. Re-coating of metalwork on a Secondary Clarifier as described in Exhibit "A"

\$ 25,000

Amount in Figures

Twenty-five Thousand and no/100

Amount in Words

Total Bid

\$ 49,000

(1.+ 2.)

Amount in Figures

Total Bid Forty-nine Thousand and no/100

Amount in Words

Contractor to be paid within thirty (30) days of submission of invoice at satisfactory completion of 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

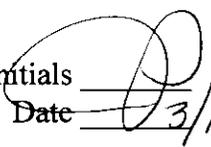
I (We) agree to furnish the services specified in Exhibit A at the cost shown above.

Pescinski Industrial Painting

Company Name

Contractor's initials

Date

  
3/12/15

**EXHIBIT "C"**  
**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, Frank Pescinski, of  
(Name)

Pescinski Industrial Painting  
(Company Name)

hereby certify that the confined space policy of

Pescinski Industrial Painting  
(Company Name)

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

Pescinski Industrial Painting  
(Company Name)

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

Contractor's initials \_\_\_\_\_  
Date 3/12/15

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

**Item 3**

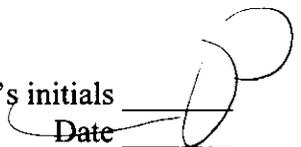
Delete P-37 Agreement item 14.1.1 which reads: "comprehensive general liability insurance against all claims of bodily injury, death or property damage, in the amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence;"

Replace P-37 Agreement item 14.1.1 with the following: "comprehensive general liability insurance against all claims of bodily injury, death or property damage, in the amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence or in amounts of no less \$1,000,000 per occurrence and no less than \$1,000,000 excess/umbrella liability insurance".

Exhibit C Page 2

Contractor's initials \_\_\_\_\_

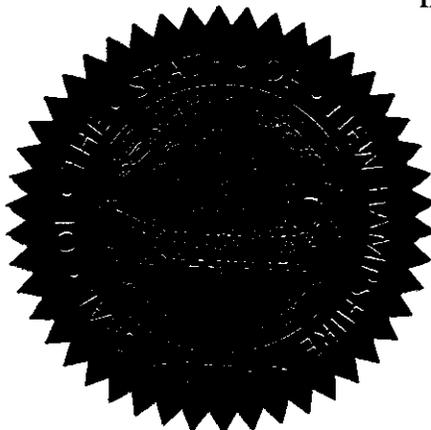
Date \_\_\_\_\_

  
3/12/15

# 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 Industrial Painting LLC is a New Hampshire limited liability company formed on November 18, 2014. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law; and that a certificate of cancellation has not been filed.



In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 29<sup>th</sup> day of April, A.D. 2015

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

William M. Gardner  
Secretary of State

Pescinski Industrial Painting

SOLE PROPRIETOR CERTIFICATE OF AUTHORITY

I, Pescinski hereby certify that I am the sole proprietor of Pescinski Industrial Painting (name of business), which is a tradename registered with the Secretary of State under RSA 349. I certify that I am the sole owner of my business and of the tradename. .

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 my business and that no corporate resolution, shareholder vote, or other document or action is necessary to grant me such authority.

Signed: Pescinski  
Date: Feb 20, 2015



State of New Hampshire, County of Merrimack.

On this the 20<sup>th</sup> day of Feb 2015, before me Judith Pescinski, the undersigned officer, personally appeared Judith 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.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/16/2015

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).

<b>PRODUCER</b> Melcher & Prescott-Laconia 426 Main Street Laconia, NH 03246	<b>CONTACT NAME:</b> Patricia J. Page, CIC GPIW <b>PHONE (A/C No. Ext):</b> 603-524-4535 <b>FAX (A/C. No):</b> 603-528-4442 <b>E-MAIL ADDRESS:</b> ppage@melcher-prescott.com													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Cincinnati Insurance Company</td> <td>10677</td> </tr> <tr> <td>INSURER B : Cincinnati Casualty Company</td> <td>28665</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Cincinnati Insurance Company	10677	INSURER B : Cincinnati Casualty Company	28665	INSURER C :		INSURER D :		INSURER E :		INSURER F :
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<b>INSURED</b> Pescinski Industrial Painting Attn: Judith A. Pescinski 423 Currier Road Hill, NH 03243														

**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.

NR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER		EPP0245722	06/01/2014	06/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 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
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		EBA0245725	06/01/2014	06/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$		EPP0245722	06/01/2014	06/01/2017	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	WC1880978	11/24/2014	06/01/2015	PER STATUTE      OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
**Satutory State: NH Officers Excluded:Judith Pescinski**

<b>CERTIFICATE HOLDER</b>  <div style="text-align: right;">FRANK03</div> Franklin Waste Water Treatment Plant Sharon Mcmillin 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 
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