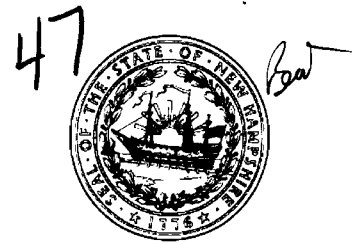




The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES

Thomas S. Burack, Commissioner



March 4, 2014

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 (VC # 159528), Hill, New Hampshire in the amount of \$25,000.00 for industrial painting services to recoat two gravity thickeners, effective upon Governor and Council approval through June 30, 2014. 100% WRBP Funds.

Funding is available in account the account as follows:

03-44-44-442010-1300-048-500226 FY 14 \$25,000
Dept. Environmental Services, Winnepesaukee River Basin, Contractual Maintenance Bldgs & Grounds

EXPLANATION

This contract is for the surface preparation and painting of the interior metalwork of gravity thickeners #1 and #2. These thickeners are located at the Franklin Wastewater Treatment Plant 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.

The gravity thickeners that are the subject of this request are part of the solids processing performed at the facility. The two gravity thickeners are 35 feet in diameter and have a side wall depth of 10 feet and a bottom slope of 2-3/4 inches per foot. Due to process requirements, the gravity thickeners will not be available for recoating until after April 1, 2014 at which time the thickeners will be sequentially removed from service to allow the painting of the metalwork. Recoating the metalwork is a routine preventive maintenance function which was last performed in 2007. The metalwork components to be recoated and the scope of services are more fully described in Exhibit A.

A Request for Quotes (RFQ) was prepared and sent to eleven (11) 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:

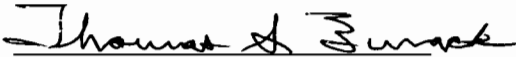
<u>Firm Name</u>	<u>Total Quote to Recoat Gravity Thickeners #1 & #2</u>
Pescinski Industrial Painting, Hill, NH	\$25,000
Limerick Steeplejacks, Limerick, ME	\$29,800
G.S. Bolton, Rochester, NH	\$33,500
Marston Industrial Services, Fairfield, ME	\$49,960
IP&C Industrial Services, LLC Plymouth, NH	\$57,700
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.

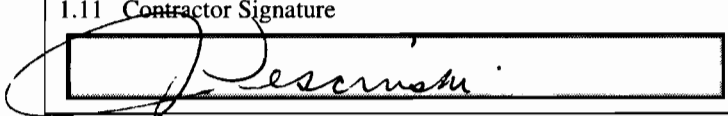
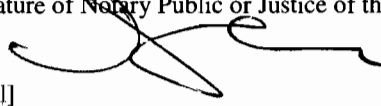
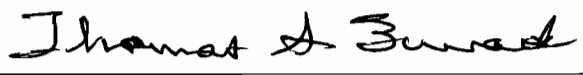
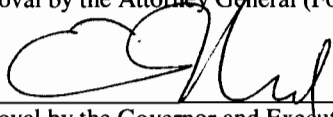

Thomas S. Burack
Commissioner

Subject: Recoating of Gravity Thickener #1 and #2 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</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>03-44-44-442010-1300-048-500226</u>	1.7 Completion Date <u>June 30, 2014</u>	1.8 Price Limitation <u>\$25,000.00</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>2/21/14</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal] JULIE BUBER, Notary Public My Commission Expires March 30, 2016			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Julie Buber, Branch Manager</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>3-6-14</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 12/21/11

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder (“Event of Default”):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word “data” shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report (“Termination Report”) describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR’S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers’ compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

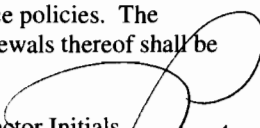
14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

Contractor Initials 
Date 2/2/14

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.

Contractor Initials _____
Date 2/2/14

EXHIBIT A

THE SERVICES

1.01 Scope of Work

The recoating of the sludge thickeners includes the steel scum baffle, steel rake arm, steel skimmer arm, steel scum trough, steel center baffle, steel center support structure, steel center drive mechanism, steel rake arm support structure and steel catwalk. The two sludge thickeners are 35 feet in diameter with a side wall depth of 10 feet and a bottom slope of 2-3/4 inches per foot. The aluminum domes which cover each sludge thickener are not to be recoated. However it is not inclusive of all the steel work which shall be recoated 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.

The major components of steel work associated with the thickeners to be recoated are listed as follows. However it is not inclusive of all the steel work which shall be recoated 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.

1.02 Metal Work For Each Individual Sludge Thickener

- Scum baffle is approximately 33.5 ft. diameter 12" × 1/4" plate
- Catwalk support beams is approximately 36 ft. 8", a 16" web 7" flange with ties between the two beams.
- Scum trough is approximately 6ft. 6" × 3 ft. × 1 ft. 3" (L × W × H)
- Skimmer arm is approximately 15 ft. 9" long × 8" wide × 5" deep box tube support with attached skimmer plate 15 ft. × 6" × 1/4"
- Rake arm truss is approximately 32 ft. 10" long – 7 ft. at center tapering to 3 ft. at both ends.
- Rake arm drive is approximately 16 ft. 6" long × 8" diameter.
- Center baffle well is approximately 3 ft. 6" high × 6 ft. diameter.
- Dorr-Oliver drive unit is approximately 3 ft. diameter × 2.5 feet high.

1.03 Surface Preparation of ALL Metal Components

The surface of all metal components to be recoated shall be prepared according to Steel Structures Painting Council method SP10 – Near White Metal Blast Cleaning. All materials used in the surface preparation of the components to be recoated, 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.

1.04 Primer Coating for Catwalks and Rake Arm Drive Assemblies

Primer coating shall be Sherwin Williams Corothane I – Zinc Primer and shall be applied the same day as the surface is prepared or in strict accordance with the manufacturer’s instructions for a conventional spray paint application of the product.

1.05 Primer Coating Remaining Metal Work

No primer coating needed.

1.06 Finish Coating for Catwalks and Rake Arm Drive Assemblies

Finish coating of catwalk and rake arm drive assembly shall be Sherwin Williams Corothane I Aliphatic Urethane. The color shall be Turbine Blue (SW4064) 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.

1.07 Finish Coating Remaining Metal Work

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 contractor shall be responsible for any and all corrective measures required to produce an acceptable coating.

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 20, 2013 is hereby included in Exhibit A by reference.

EXHIBIT B

COST PROPOSAL AND TERMS OF PAYMENT

DESCRIPTION

Recoating of Gravity Thickener # 1 as described in Exhibit "A"

\$ 12,500-

Amount in Figures

Twelve thousand five hundred dollars

Amount in Words

Recoating of Gravity Thickener # 2 as described in Exhibit "A"

\$ 12,500-

Amount in Figures

Twelve thousand five hundred dollars

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.

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

Pescinski Industrial Painting 1/10/14
Company Name

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 20, 2013, is hereby included in Exhibit A by reference.

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

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”.

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 is a New Hampshire trade name registered on May 18, 2006 and that Judith A. Pescinski presently own(s) this trade name. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 21st day of February, A.D. 2014

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

William M. Gardner
Secretary of State

PESCINSKI INDUSTRIAL PAINTING

**Spraying • Sandblasting • Structural Steel
Waterblasting • Blast Tracking
Commercial • Interior & Exterior
HILL, NEW HAMPSHIRE 03243
(603) 934-3898 40 Years Experience**

SOLE PROPRIETOR CERTIFICATE OF AUTHORITY

I, Judith 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: Judith Pescinski

Date: 2/21/14

Have it Notarized (delete these words) :

State of New Hampshire, County of Merrimack.

On this the 21 day of February 2014, before me Julie Buker, 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.



**JULIE BUKER - Notary Public
My Commission Expires March 30, 2016**

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

02/25/2014

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 Melcher & Prescott-Laconia 426 Main Street Laconia, NH 03246	Phone: 603-524-4535 Fax: 603-528-4442	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE INSURER A : Cincinnati Insurance Company		NAIC # 10677
INSURED Pescinski Industrial Painting Judith A. Pescinski, dba 423 Currier Road Hill, NH 03243	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

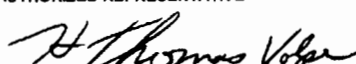
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			CPP1082041	06/01/2011	06/01/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
							\$
A	AUTOMOBILE LIABILITY			CPA1082041	06/01/2013	06/01/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
A	UMBRELLA LIAB			TBA	02/24/2014	06/01/2015	EACH OCCURRENCE \$ 2,000,000
	EXCESS LIAB	<input checked="" type="checkbox"/> OCCUR					AGGREGATE \$ 2,000,000
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$	<input type="checkbox"/> CLAIMS-MADE					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
	Commercial Applica						E.L. DISEASE - POLICY LIMIT \$

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

Statutory States: NH. Exclusion: Judith Pescinski.

CERTIFICATE HOLDER**CANCELLATION**

FRANK-2 Franklin Wastewater Treatment Plant Attn: Sharon McMillin River Street 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 
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