The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner

April 14, 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 (DES) to enter into an agreement with Marston Industrial Services Inc. (VC #274264), Fairfield, Maine in the amount of $110,000 for industrial painting services to re-coat the metalwork on one primary and one secondary clarifier, effective as of July 1, 2021 upon Governor and Council approval through June 30, 2022. 100% WRBP Funds.

Funding is available in the following account. Funding for FY 2022 is contingent upon continuing appropriation and availability of funds.

	FY22
03-44-44-442010-1300-048-500226	$110,000

Dept. Environmental Services, Winnipesaukee River Basin, Buildings & Grounds

EXPLANATION

This contract is for the surface preparation and painting of the metalwork of one primary and one secondary circular clarifiers. The clarifiers 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 Winnipesaukee River Basin Program (WRBP) on behalf of ten communities in the Lakes Region.

Due to process requirements, the primary and secondary clarifiers that are the subject of this work will not be available for painting until after July 1, 2021. Re-coating the clarifiers' metalwork is a routine preventive maintenance function which was last performed in 2015 for this secondary clarifier and in 2016 for this primary clarifier. The scope of services is more fully described in Exhibit B.

A Request for Proposals (RFP) was prepared and sent to twelve (12) firms known do this kind of specialized work. The RFP was also advertised in the newspaper, The Union Leader, and posted on the Department of Administrative Services Purchase and Property website.

www.des.nh.gov
29 Hazen Drive • PO Box 95 • Concord, NH 03302-0095
(603) 271-3503 • Fax: 271-2867 TDD Access: Relay NH 1-800-735-2964

Responses to the RFP are as follows:

Firm Name	Quote to Recoat Two (2) Clarifiers
Marston Industrial Services Inc, Fairfield, ME	$110,000.00
RJ Forbes Painting Contractor Inc., Attleboro, MA	$122,770.00
Pescinski Painting LLC, Northfield, NH	$166,000.00
The Aulson Company, LLC	$196,000.00
John W. Egan Co., West Newton, MA	$269,000.00
Allied Painting, Inc.	$286,550.00
Knowles Industrial Services, Gorham, ME	No Response
Commercial Painting Company, Portsmouth, NH	No response
Dansereau Associates, Worcester, MA	No response
G.S. Bolton, Rochester, NH	No response
Limerick Steeplejacks, Limerick, ME	No response
Vermont Protective Coatings, Inc., Brandon, VT	No response

As a result of these responses, we wish to award the contract to Marston Industrial Services Inc. This firm has satisfactorily performed similar services for the WRBP in the past.

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

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

We respectfully request your approval of this item,

Robert R. Scott, Commissioner

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive Concord, NH 03302	
1.3 Contractor Name Marston Industrial Services Inc.		1.4 Contractor Address 109 Ridge Road, Fairfield, ME 04937	
1.5 Contractor Phone Number (207) 872-6242	1.6 Account Number 03-44-44-442010-1300-048-500226	1.7 Completion Date June 30, 2022	1.8 Price Limitation $110,000.00
1.9 Contracting Officer for State Agency Sharon McMillin		1.10 State Agency Telephone Number 603-934-4032	
1.11 Contractor Signature Date: 3-2-21		1.12 Name and Title of Contractor Signatory Jim R Marston President.	
1.13 State Agency Signature Date: 4-14-21		1.14 Name and Title of State Agency Signatory Robert R. Scott, Commissioner, NHDES	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By:		On: 5/10/2021	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials JRM
Date 3-2-21

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.

Contractor Initials JRM
Date 3-2-21

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 Initials JRU
Date 3-2-21

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.

Contractor Initials BRM
Date 3-2-21

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, _____, of
(Name)

Marston Industrial Services Inc
(Company Name)

hereby certify that the confined space policy of

Marston Industrial Services Inc
(Company Name)

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

Marston Industrial Services Inc
(Company Name)

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

Item 3 - Attachments Pertinent to Contract Work

Figure 7.1 depicting potential hazards and precautions associated with WRBP Clarifiers

Record Drawing of Primary and Secondary Clarifiers

Intials SRW
Date 3-2-21

EXHIBIT "B"
SCOPE OF SERVICES

Scope of Work

The recoating 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, steel center drive mechanism, steel rake arm support, and steel catwalk. However, this list is not inclusive of all the steel work which shall be recoated under this specification as 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 recoated.

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 recoating (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 ¼ 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.
- 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.

Initials JRW
Date 4-6-21

EXHIBIT "B"
SCOPE OF SERVICES

- The rake arm drive unit and thrust bearing housing is cast iron and steel approximately 3 feet in diameter and 2.5 feet tall.

- The catwalk which is a pair of trusses made of various structural steel shapes measuring approximately 6 feet wide by 4 feet tall by 55.5 feet long.

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

Primer Coating for Catwalks and Rake Arm Drive Assemblies

Primer coating shall be Sherwin Williams Corothane I – Zinc Primer. Primer coating 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.

Primer Coating Remaining Metal Work

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

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.

Finish Coating Remaining 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

Initials JRU
Date 4-6-21

any and all corrective measures required to produce an acceptable coating.

Contractor Responsibilities

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. The contractor shall be responsible for the disposal of all waste products in accordance with all local, state and federal rules and regulations governing such materials. All work shall be performed in a neat and workmanlike manner in conformance with best modern trade practices by competent, experienced workers. All materials used shall be applied in strict accordance with the manufacturer's instructions. The contractor will be solely responsible for errors or omissions.

Work must be completed during normal treatment plant working hours which are Monday - Friday, 7:00 A.M. to 3:15 P.M. The plant is closed on State Holidays. The primary and secondary clarifiers will be available for painting after July 1, 2021, provided plant process and weather conditions are favorable and that flow into the plant is not high because of rain or high ground water levels.

Because the secondary clarifier is so critical to the plant, the contractor is expected to work continuously (regular workdays) until the work is complete [except during periods of inclement weather].

The re-coating of the metalwork on the primary and secondary clarifiers shall be completed by July 1, 2022. No painting will be allowed from October 1, 2021 to May 1, 2022, unless WRBP staff determines the weather allows for the painting to continue.

Safety

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

When empty (and because of the use of solvents, paint and the generation of dust and vapors), the primary and secondary clarifiers are confined spaces requiring, at minimum, a checklist before entry. Attached is Figure 7.1 taken from the WRBP's confined space policy which 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. The contractor is responsible for all the safety equipment required in Figure 7.1 and the confined space program.

Basis of Award

The WRBP reserved the right to determine what constituted a conforming proposal; to determine if a

Initials BRK
Date 4-6-21

firm or individual was qualified; to waive irregularities that it considered not material to the proposal; and awarded the contract solely as it deemed to be in the best interest of the State. Basis of award was the lowest total price submitted from a qualified firm as was in the best interest of the WRBP.

This Agreement consists of the following documents: P-37 form, Exhibits A, B, C, the request for proposals dated November 9, 2020 including any addenda thereto, Figure 7.1 and the primary and secondary clarifier drawings, which are all incorporated herein by reference as if fully set forth herein.

Initials JRU
Date 4-6-21

EXHIBIT "C"
PRICE AND TERMS OF PAYMENT

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

1. Recoating of metalwork on one Primary Clarifier as described in Exhibit "B"

$ 52,500.00
Amount in Figures

Fifty Two Thousand Five Hundred Dollars
Amount in Words

2. Recoating of metalwork on one Secondary Clarifier as described in Exhibit "B"

$ 57,500.00
Amount in Figures

Fifty Seven Thousand Five Hundred Dollars
Amount in Words

Total Bid $ 110,000.00 (Items 1.+ 2.)
Amount in Figures

Total Bid One Hundred Ten Thousand Dollars
Amount in Words

Terms:

1. Contractor to be paid within thirty (30) days of submission of invoice at satisfactory completion of work. Each line item may be paid separately upon successful completion and submission of proper invoice.
2. 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

Marston Industrial Services Inc
Company Name

Initials BKM
Date 3-2-21

CERTIFICATE OF AUTHORITY

I, James Marston, hereby certify that I am the sole shareholder and member of the board of directors of Marston Industrial Services Inc.

I certify that Marston Industrial Services, Inc. is a foreign profit corporation registered to conduct business in the State of New Hampshire and that I am authorized to bind the company. 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 company and that authority will not be rescinded without notice to the State of New Hampshire.

Signed: _____
(name and title)

Date: 3-23-2021

MARSIND-01 MWADLEIGH

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/24/2021

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
The Kyes Agency, Inc.
PO Box 100
Skowhegan, ME 04976

CONTACT NAME:
PHONE (A/C, No, Ext): (207) 474-9561 FAX (A/C, No): (207) 474-3813
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : The Ohio Casualty Insurance Company	
INSURER B : West American Insurance Company	
INSURER C : Maine Employers' Mutual Ins.	11149
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Marston Industrial Services, Inc.
109 Ridge Road
Fairfield, ME 04937

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	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X		BKO58256381	1/1/2021	1/1/2022	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 15,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO	X		BAW58256381	1/1/2021	1/1/2022	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB / X OCCUR			USO58256381	1/1/2021	1/1/2022	EACH OCCURRENCE	$ 8,000,000
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$ 8,000,000
	DED X RETENTION $ 10,000						Follow Form	$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N	N / A		1810074441	7/15/2020	7/15/2021	E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
New Hampshire Department of Environmental Services s additional insured with regards to general liability as per form CG 88 10 04 13 and with regards to auto liability as per form

CERTIFICATE HOLDER

New Hampshire Department of Environmental Services
PO Box 68
Franklin, NH 03235

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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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 MARSTON INDUSTRIAL SERVICES INC is a Maine Profit Corporation registered to transact business in New Hampshire on July 05, 2016. 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: 747191
Certificate Number: 0005335081

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of April A.D. 2021.

William M. Gardner
Secretary of State