



The State of New Hampshire  
DEPARTMENT OF ENVIRONMENTAL SERVICES



95

Robert R. Scott, Commissioner

January 11, 2024

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 Interstate Water & Wastewater Specialists, LLC, Goffstown, NH (VC #385520 R001) in the amount of \$53,900.00 for the removal, retrofit, inspection, and start-up of the turntable drive and center assemblies on Primary Clarifier #1 and #2 for the Winnepesaukee River Basin Program (WRBP) Franklin wastewater treatment facility (WWTF), effective upon Governor and Council approval through June 30, 2025. 100% WRBP Funds.

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

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

Dept. Environmental Services, Winnepesaukee River Basin, Contractual Repairs – Buildings & Grounds

<u>Fiscal Year</u>	<u>Base Cost</u>	<u>Contingent Costs</u>	<u>Total Amount</u>
2024	\$24,500	\$2,450	\$26,950
2025	\$24,500	\$2,450	\$26,950
Total Contract Price Limitation	\$49,000	\$4,900	\$53,900

EXPLANATION

This contract is required for the removal, disassembly, retrofit, inspection, and start-up of the turntable drive and center assemblies on the Primary Clarifiers #1 and #2. The two primary clarifiers are each one hundred fifteen (115) feet in diameter and hold a total volume of 776,500 gallons per tank. Each clarifier's turntable drive and center assembly has exceeded its useful lifespan and inspections have determined that they cannot be rebuilt and that they are in a similar, deteriorated condition as the two secondary clarifiers that were retrofit in prior biennium. This work is being performed to prevent catastrophic failure of either clarifier that would jeopardize the compliant operation of the WRBP Franklin WWTF.

Each clarifier will be taken offline one at a time starting with Primary Clarifier #1. Primary Clarifier #2 will be taken offline after the first clarifier can be placed back into service after completion of the work and when operational flow conditions allow. In general, this will occur between April and September of 2024. This retrofit schedule will ensure continuous, uninterrupted service of this critical part of our wastewater treatment process. Since the Primary clarifiers are 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.

**- CONCORD OFFICE -**

29 Hazen Drive, P.O. Box 95, Concord, New Hampshire 03302-0095  
(603) 271-3504  
TDD Access: Relay NH 1-800-735-2964

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

Responses to the RFP are as follows:

<u>Company</u>	<u>Results</u>
Interstate Water & Wastewater Specialists, LLC, Goffstown, NH	\$53,900.00
Penta Corporation, Moultonborough, NH	\$77,000.00
T-Buck Construction Inc., Turner, ME	\$391,600.00
Waterline Industries, Seabrook, NH	\$924,000.00
Hutter Construction Corporation, New Ipswich, NH	No response
Methuen Construction, Plaistow, NH	No response
R.H. White Companies, Inc., Auburn, MA	No response
EIMCO Water Technologies LLC, Salt Lake City, UT	No response
Westgate Construction W. Chesterfield, NH	No response

As a result of the four responses and subsequent due diligence, we wish to award the contract to interstate Water & Wastewater Specialists, LLC. This firm has successfully completed similar work for the WRBP. This contract enables the WRBP to retain a reliable firm capable of performing these services over the term of the contract. A contingency of 10% or \$2,450 per fiscal year for unforeseen expenses is included in the contract price limitation. The contingency shall only be used upon prior authorization by the WRBP.

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

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

We respectfully requested your approval of this item.



Robert R. Scott, Commissioner

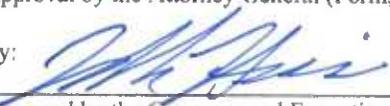
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive Concord, NH 03302	
1.3 Contractor Name Interstate Water & Wastewater Specialists, LLC		1.4 Contractor Address 36 Page Hill Road, Goffstown, NH 03045	
1.5 Contractor Phone Number (603) 882-4845	1.6 Account Unit and Class 03-44-44-442010- 5426-048-500226	1.7 Completion Date 6/30/2025	1.8 Price Limitation \$53,900.00
1.9 Contracting Officer for State Agency Sharon McMillin		1.10 State Agency Telephone Number (603) 934-4032	
1.11 Contractor Signature  Date: 12-21-23		1.12 Name and Title of Contractor Signatory MARK CHERVINSKY OWNER	
1.13 State Agency Signature  Date: 1/11/24		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: 1/16/2024	
1.17 Approval by the Governor and Executive Council (if applicable)			
G&C Item number:		G&C Meeting Date:	

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

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

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, 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.

3.3 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. 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 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, 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 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

**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 and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. 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 age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. 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 this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

**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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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.

**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) calendar 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) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

**10. PROPERTY OWNERSHIP/DISCLOSURE.**

10.1 As used in this Agreement, the word "Property" shall mean all data, 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 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure 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 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, 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.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 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.** The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. 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 State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

Contractor Initials MRC  
Date 12-7-23

**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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. 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 any 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.** A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

**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 unless no such approval is required under the circumstances pursuant to State law, rule or policy.

**19. CHOICE OF LAW AND FORUM.**

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

**20. CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

**21. THIRD PARTIES.** This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

**22. 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.

**23. SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

**24. FURTHER ASSURANCES.** The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

**25. 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.

**26. 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 MM  
Date 12-21-23

**Exhibit A**  
**Special Conditions**

**Item 1**

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

**Item 2**

**CONFINED SPACE CERTIFICATION**

I, Mark Chervincky, of  
(Name)

Interstate Water & Wastewater Specialists, LLC  
(Company Name)

hereby certify that the confined space policy of

Interstate Water & Wastewater Specialists, LLC  
(Company Name)

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

Interstate Water & Wastewater Specialists, LLC  
(Company Name)

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

## Exhibit B Scope of Services

### Scope of Work

Prior to beginning the work and disassembly of the drive mechanism, the contractor shall establish the elevation of the skimmer arm and sludge collector mechanism in as many points as is necessary to enable the collector and skimmer to be set at the proper elevation when the drive is reassembled. The contractor shall make all necessary inquiries to the WRBP and equipment manufacture/parts supplier as necessary to complete the Scope of Work.

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

- Mobilization to site – crane, mats, rigging & related equipment.
- Check and record elevation of skimmer arm and sludge collectors.
- Conduct a thorough inspection of the turntable and drive head assemblies.
- Make recommendations as to any additional parts needed for the retrofit of the turntable and drive head assemblies based upon their inspection.
- Remove metalwork necessary to retrofit the center drive assemblies, at a minimum the catwalks.
- Fabricate framework for the platform (requires welding), mount platform assembled from provided parts over new turntable, reinstall catwalk and associated metalwork (revised per Addendum #2).
- Remove and/or crib up rake arm assemblies, as needed to facilitate retrofit.
- Store disassembled parts in an appropriate manner at a location designed on site by the WRBP.
- Drain any oil and lubricants prior to disassembly, when possible. Protect the WRBP grounds from all spills of waste oil, lubricants, or other wastes.
- Remove/disassemble/dispose center turntable and drive assembly.
- Install new center turntable and drive assembly and associated parts as provided by Ovivo to the WRBP.
  - Install adapter steel components
  - Install new Ovivo C40HT drive unit
  - ~~Install new sludge box valves (deleted per Addendum #3)~~
  - Install new sludge box seal – neoprene
  - ~~Install new skimmer wiper – neoprene (deleted per Addendum #3)~~
  - ~~Install new feedwell panels – FRP (deleted per Addendum #3)~~
  - Install new center column ring – steel
- Reassemble the metalwork and adjust rake arm and mechanism to appropriate levels.
- Test new drive unit and rotate mechanism and adjust, as necessary.

## Exhibit B Scope of Services

- Surface preparation and touch-up painting of metalwork and new drive assemblies, as necessary.
- Start-up and coordinated inspection of the drive assemblies by Ovivo and WRBP staff. Contractor to make all necessary adjustments or corrections to the work as required by inspectors. If Ovivo is required to re-visit the site due to such adjustments or corrections to the clarifier, the Contractor shall be responsible for those additional costs.
  - Ovivo Startup/checkout services under separate procurement by the WRBP - one (1) Ovivo serviceman visit for one (1) trip of one (1) day on site to perform checkout (start-up) and inspect new C40HT drive unit & components installation and provide operator training.
- Site clean-up, demobilization from site, and appropriate disposal off-site of old center drive assemblies.

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

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

The surface of all metal components to be touch-up painted shall be prepared according to Steel Structures Painting Council method SP10 – Near White Metal Blast Cleaning for areas where rust is visible or peeling. The remaining areas shall receive an abrasive brush blast simply to clean the surfaces and create a suitable profile for painting. Touch-up painting of catwalk and rake arm drive assembly and any other metal parts disassembled and reassembled and the new drive center assembly shall be with Sherwin Williams Corothane I Aliphatic Urethane. The color shall be Blue to match Ovivo color applied to a dry film thickness of 6 mils in any number of coating applications, as recommended by the manufacture, to attain the desired dry film thickness. Sherwin Williams Hi-Mil Sher-Tar Epoxy™ Black touch-up paint shall be used to match black items. Acceptance or rejection of work shall be made by WRBP staff, and the contractor shall be responsible for all corrective measures required to produce an acceptable coating.

All materials used in the surface preparation of the components to be painted, including but not limited to, solvents and blasting grit must be collected, removed, and disposed of by the contractor in accordance with all applicable federal, state, and local regulations governing such waste.

### **Contractor Responsibilities**

The contractor shall provide all labor, materials, services, tools, equipment, transportation, and facilities to complete the scope of work. It shall be the sole responsibility of the contractor to comply with all local, state,

## Exhibit B Scope of Services

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

Contractor shall be responsible for disposal of all waste products in accordance with all local, state, and federal rules and regulations for disposal of such waste materials. All work shall be performed in a neat and workman like manner, in conformance with the best modern trade practices, by competent, experienced workers.

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

It is important to the WRBP that the first-scheduled Primary Clarifier work be completed as soon after contract approval and parts/materials are available. The second Primary Clarifier work shall be completed when conditions allow it to be taken off-line; typically, after June 1<sup>st</sup>.

Contractor's material and workmanship warranty shall be at least one year from successful start-up and operation. A written statement of warranty shall be provided upon successful operation of each clarifier.

### **Safety**

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

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

### **WRBP Responsibilities**

WRBP staff shall empty Primary Clarifiers and clean the tank, turntable, attached arms and sludge collector mechanisms. The WRBP shall ensure all gates and valves that feed the tank are locked in the closed position and demonstrate this to the contractor. One of the WRBP electricians will disconnect and reconnect of the required electrical systems (revised per Addendum #1).

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

This Agreement consists of the following documents: P-37 form, Exhibits A, B, C, the request for proposals dated October 2, 2021, including referenced attachments and any addenda thereto, which are all incorporated herein by reference as if fully set forth herein.

**Exhibit C**  
**Cost Proposal and Terms of Payment**

1. Retrofit of Primary Clarifier #1 drive & turntable assembly at the WRBP treatment plant in Franklin, NH.

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

\$24,500.00  
Amount in figures

Twenty-four thousand five hundred dollars and zero cents  
Amount in words

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

\$2,450.00  
Amount in figures

Two thousand four hundred fifty dollars and zero cents  
Amount in words

2. Retrofit of Primary Clarifier #2 drive & turntable assembly at the WRBP treatment plant in Franklin, NH

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

\$24,500.00  
Amount in figures

Twenty-four thousand five hundred dollars and zero cents  
Amount in words

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

\$2,450.00  
Amount in figures

Two thousand four hundred fifty dollars and zero cents  
Amount in words

**Total for Retrofit work: Items 1 + 2** \$49,000.00

**10% Contingency Total: Items 1a + 2a** \$4,900.00

**Total Contract Price Limitation (Items 1 + 1a + 2 + 2a)** \$53,900.00

Company Name

Interstate Water & Wastewater Specialists, LLC

**Exhibit C**  
**Cost Proposal and Terms of Payment**

**Notes:**

1. Contractor is to be paid within thirty (30) days of submission of invoice at satisfactory completion of work including successful inspection and start-up and necessary adjustments to establish full functionality and receipt of written warranty statement.
2. Approval of this work does not authorize any expenditure over the contract price limitation.
3. Funds may be retained and used in either FY, if needed and justified.
4. Contingency funds may only be used upon prior approval by the WRBP.
5. FY24 is from July 1, 2023 to June 30, 2024. FY25 is from July 1, 2024 to June 30 2025.
6. Each line item may be invoiced separately.

# State of New Hampshire

## Department of State

### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that INTERSTATE WATER & WASTEWATER SPECIALISTS, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on March 27, 2012. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 668252

Certificate Number: 0006362215



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 22nd day of December A.D. 2023.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan  
Secretary of State

**CERTIFICATE OF AUTHORITY**

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

I certify that I am authorized to bind the LLC.

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

Signed: MARK CHERVACK,  
(name and title)

Date: 12-21-23

