



The State of New Hampshire  
DEPARTMENT OF ENVIRONMENTAL SERVICES



Robert R. Scott, Commissioner

85

April 21, 2025

Her Excellency, Governor Kelly A. Ayotte  
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 Pescinski Painting LLC (VC #300809), Tilton, New Hampshire in the amount of \$105,000.00 for industrial painting services to recoat the exposed concrete of an anaerobic digester along with the metal cover and gas piping located at the DES Wastewater Treatment Plant in Franklin, NH, effective upon Governor and Council approval through July 15, 2025. 100% WRBP Funds.

Funding is available in the following account.

	<u>FY25</u>
03-44-44-442010-1300-048-500226	\$105,000
Dept. Environmental Services, Winnepesaukee River Basin, Contractual Maint Build-Grnds	

EXPLANATION

This contract is for the surface preparation and painting of the exposed concrete, interior and exterior metalwork of the cover, and gas piping of secondary #1 anaerobic digester. The digester is located at the Franklin Wastewater Treatment Plant (WWTP) which is part of the regional wastewater collection and treatment system operated by the Department of Environmental Services Winnepesaukee River Basin Program (WRBP) on behalf of ten communities in the Lakes Region.

Due to process requirements, the digester will not be available for recoating until after June 1, 2025 when the digester will be emptied and cleaned under separate contract. Re-coating the digester components is a routine preventative maintenance function which was last performed in 2018. The scope of services is more fully described in Exhibit A.

A Request for Proposals (RFP) was prepared and sent to five (5) firms known do this kind of specialized work. The RFP was also advertised in a local newspaper, The Union Leader, and posted on the Department of Administrative Services Purchase and Property website.

- 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

Responses to the RFP are as follows:

<u>Firm Name</u>	<u>Proposals</u>
Pescinski Industrial Painting, Tilton, NH	\$ 105,000
Clean Infusion, Columbia, MO	\$ 269,862
RJ Forbes Painting Contractors, Inc, Attleboro, MA	\$ 317,970
Markley's Precision Company, Collins, OH	\$ 390,500
Limerick Steeple Jacks, Cornish, ME	No response
Knowles Industrial Services Corp, Gorham, ME	No response
G Bolton Inc, Rochester, NH	No response

As a result of the proposals, 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.



Robert R. Scott, Commissioner

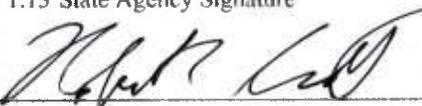
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**I. IDENTIFICATION.**

1.1 State Agency Name Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive, Concord, NH 03301	
1.3 Contractor Name Pescinski Painting LLC		1.4 Contractor Address 5 Orchard Drive, Tilton, NH 03276	
1.5 Contractor Phone Number (603) 630-1460	1.6 Account Unit and Class 1300-048-500226 442010	1.7 Completion Date 7/15/2025	1.8 Price Limitation \$105,000.00
1.9 Contracting Officer for State Agency Sharon McMillin		1.10 State Agency Telephone Number (603) 934-9930	
1.11 Contractor Signature  Date: 3/20/2025		1.12 Name and Title of Contractor Signatory Tyler Pescinski, Owner	
1.13 State Agency Signature  Date: 4/22/25		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:  Melissa Fales On: 4/28/25			
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, formulac, 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.

#### 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.

**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, Tyler Pescinski, of  
(Name)

Pescinski Painting LLC  
(Company Name)

hereby certify that the confined space policy of

Pescinski Painting LLC  
(Company Name)

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

Pescinski Painting LLC  
(Company Name)

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

Initials TMF  
Date 3/20/2025

## EXHIBIT B SCOPE OF SERVICES

### Summary of Work

The interior and exterior metalwork of the cover, the exposed portion of the concrete tank on Secondary Digester #1, and the gas piping shall be re-coated. The floating digester cover is approximately sixty (60) feet in diameter with a very gentle sloping rise to the center gas collection dome. There is a metal skirt approximately ten (10) feet high that is continuous around the perimeter of the cover. The cylindrical gas collection dome which is 6.25 feet in diameter and approximately 4 feet high is located in the center of the cover. The underside of the cover has a system of support trusses numbering twelve (12) that extend radially from the center to the outside edge of the cover and down along the skirt wall of the cover. Each truss is approximately twenty-seven (27) feet long by six (6) feet high and made of angle iron with an I-Beam running top to bottom on the skirt wall. There are approximately ten (10) flapper valves to be re-coated, each approximately eight (8) inches in diameter, evenly distributed around the inside of the concrete tank wall. Two (2) eight-inch sampling wells that extend approximately ten (10) feet down through the cover into the tank shall be re-coated. The four (4) manholes and lids which penetrate the cover are to be re-coated. There are six (6) cover guide wheel slots evenly spaced around the skirt of the tank wall running from the top of the cover and descend helically to the bottom of the skirt. There are other small appurtenances which are integral parts of the cover and are included in this scope of work to be re-coated. Cover may not be removed from tank for re-coating.

The metal exterior of the anaerobic digester cover, gas collection dome, and the side-skirting on Secondary Digester #1, plus, gas piping from the digester to the ground surface, one ladder, waste gas piping and vent piping the digester, and two waste gas torches shall be re-coated. The digester cover is 60 feet in diameter. The area of the metal side-skirting on the secondary digester to be painted is approximately 1394 square feet. There are several sampling access covers and manhole access covers on the floating cover, as well as other small appurtenances, which also require re-coating.

The gas piping is 6 inches in diameter and made of malleable cast iron pipe with flanged fittings and slip joints with approximately 55 linear feet on the secondary digester cover. Steel ladder on the cover measure approximately 11 feet in height and 3.34 feet in width and have some supporting structure. The vent pipes are to be re-coated; five of which are four-inch piping approximately five feet tall. The remaining vent pipes are one inch piping and approximately five feet tall. There are two eight-inch waste gas pipes rising thirteen feet above ground and each having a two-foot torch which are to be re-coated.

The area of the exposed concrete tank to be painted on Secondary Digester #1 is estimated at 1898 square feet. The work includes the outside wall from the ground up to the ledge, the top of the ledge, and the interior area of the concrete to the top of the metal cover.

***The contractor shall use Sherwin-Williams products as described below and follow the Sherwin-Williams Product Proposal guidelines for preparation and application. No alternatives are acceptable.***

### Exterior Finishes Metal Cover, Components and Gas Piping:

Surface Preparation: SSPC SP WJ4 Water Jet Light Cleaning  
*Notes: Clean with detergent and rinse.*

Spot Prep: SSPC-SP2/3 Hand/Power Tool Cleaning  
*Notes: Remove all rust and loose coating areas.*

Spot Prime: Sherwin-Williams - B58W00610 - Macropoxy® 646 Fast Cure Epoxy

## EXHIBIT B SCOPE OF SERVICES

*Notes: 5.0-7.0 mils DFT - Spot prime all areas prepared to SSPC-SP 2/3.*

Primer: Sherwin-Williams - B58C00020 - Macropoxy® 5000

*Notes: Apply @ 900 square feet per gallon*

Topcoat: Sherwin-Williams - B65WJ0351 - Hi-Solids Polyurethane 250 Semi-Gloss

*Notes: 3.0-5.0 mils DFT*

### **Interior Finishes Metal Cover and Components:**

Surface Preparation: SSPC-SP10 Near White Metal Blast

*Notes: Minimum 2 mil angular blast profile.*

Primer: Sherwin-Williams - B62B00525 - Sher-Glass FF Glass Flake Reinforced Epoxy

*Notes: 15.0-20.0 mils DFT*

Topcoat: Sherwin-Williams - B62B00525 - Sher-Glass FF Glass Flake Reinforced Epoxy

*Notes: 15.0-20.0 mils DFT*

### **Exposed Concrete Finishes of Tank:**

Surface Preparation: B62W00710 - SSPC-SP13 Surface Preparation of Concrete

*Notes: CSP 3-5*

Lining: Sherwin-Williams - B62W00710 - Dura-Plate® 6000

*Notes: 100.0-125.0 mils DFT applied in one coat*

### **Contractor Responsibilities**

The contractor shall provide all labor, materials, services, tools, equipment, transportation and facilities to complete the Scope of Work. It shall be the sole responsibility of the contractor to comply with all local, state and federal rules and regulations in the commission of the work. 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.

**Work shall be completed during normal treatment plant working hours which are Monday - Friday, 7:00 AM to 3:15 PM. The plant is closed on State Holidays. Since all four digesters are in operation throughout the summer and autumn months, and due to our solids loading at the treatment plant, Secondary Digester #1 will not be available for re-coating until May 16, 2025. The re-coating of the metalwork, piping and concrete must be started before June 30, 2025 and completed no later than July 15, 2025.**

### **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.

**EXHIBIT B**  
**SCOPE OF SERVICES**

The plant's digester covers are confined spaces (permit required) as per OSHA definition in 29 CFR Part 1910 and the NH Department of Labor Safety Regulations. Figure 7.1, taken from the WRBP's confined space policy, is provided as reference to show expected hazards and minimum required precautions for these confined spaces. Prior to beginning work, the contractor must provide WRBP a copy of the confined space program that the contractor intends to follow or provide details of the contractor's confined space program. 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 and procedures required in Figure 7.1, OSHA, and the contractor's confined space program.

Information contained in the State's Request for Proposals dated February 24, 2025 and any addenda thereto are hereby included in Exhibit B by reference.

Initials TAD  
Date 3/20/2025

**EXHIBIT C  
COST AND TERMS OF PAYMENT**

Re-coating of secondary anaerobic digester #1 metalwork, concrete, and piping as described in Exhibit B.

\$ 105,000.00

Amount in Figures

One Hundred and Five Thousand Dollars

Amount in Words

Contractor to be paid within thirty (30) days of submission of invoice at satisfactory completion of the work.  
Approval of this work does not authorize any expenditure over the price limitation.

Remit Bill To:

NHDES-Water Division

Attn: Anthony Durso

29 Hazen Drive, P.O. Box 95

Concord, NH 03302-0095

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

DeSchnski Painting LLC

Company Name

Initials

TMP

Date

3/20/2025

**Corporate Resolution**

for

Pescinski Painting LLC

We, the undersigned, being all of the directors of this Corporation, consent and agree that the following corporate resolution was made on 3/27/2025 [date] at 11:00am [time] at 5 Orchard Drive Tilton, NH, 03276 [location]

**We do hereby consent to the adoption of the following decision:**

Enter Contract with The State of NH Department of Environmental Services for the Re-Coating of Secondary

digester #1

**Now, therefore, it is resolved, that the Corporation shall:**

execute the work per the contract

The Officers of this Corporation are hereby authorized to perform the acts to carry out this Resolution.

We, the undersigned directors of this Corporation constituting a quorum of the Board, consent and agree to all of the above on this 27 day of March 2025.

  
Director Signature

Tyler Pescinski  
Printed Name

3/27/2025  
Date

\_\_\_\_\_  
Director Signature

\_\_\_\_\_  
Printed Name

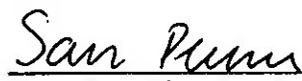
\_\_\_\_\_  
Date

\_\_\_\_\_  
Director Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

The Secretary of the Corporation certifies that the above is a true and correct copy of the Resolution that was duly adopted at a meeting of the Board of Directors.

  
Secretary Signature

Sara Pescinski  
Printed Name

3/27/2025  
Date

# 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 PESCINSKI PAINTING LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on November 07, 2018. 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: 806775

Certificate Number: 0007154218



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 9th day of April A.D. 2025.

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

David M. Scanlan  
Secretary of State

