

STATE OF NEW HAMPSHIRE  
BUREAU OF PURCHASE AND PROPERTY  
STATE HOUSE ANNEX - ROOM 102  
25 CAPITOL ST  
CONCORD NH 03301-6398

DATE: 4/24/19

CONTRACT #: 8002523

NIGP CODE: 885-0000

CONTRACT FOR: Water Treatment Chemicals and Services

CONTRACTOR: Metro Water Chemicals

VENDOR CODE #: 163692

SUBMITTED FOR ACCEPTANCE BY:



ERICA BRISSON, PURCHASING AGENT  
BUREAU OF PURCHASE AND PROPERTY

DATE 4/24/19

RECOMMENDED FOR ACCEPTANCE BY:



PAUL RHODES, ADMINISTRATOR III  
BUREAU OF PURCHASE AND PROPERTY

DATE 4/25/19

APPROVED FOR ACCEPTANCE BY:



GARY LUNETTA, DIRECTOR  
DIVISION OF PROCUREMENT & SUPPORT SERVICES

DATE 4/25/19

ACCEPTED FOR THE STATE OF NEW HAMPSHIRE UNDER THE AUTHORITY GRANTED TO ME BY NEW HAMPSHIRE REVISED STATUTES, ANNOTATED 21-I:14, XII.



CHARLES M. ARLINGHAUS, COMMISSIONER  
DEPARTMENT OF ADMINISTRATIVE SERVICES

DATE 4/25/19

Subject: WATER TREATMENT CHEMICALS AND SERVICES

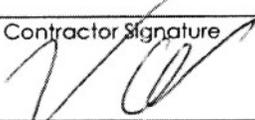
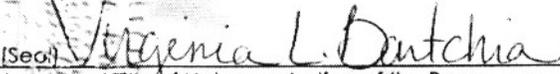
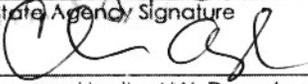
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**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 Administrative Services		1.2 State Agency Address State House Annex 25 Capitol Street Concord, NH 03301	
1.3 Contractor Name Metro Water Chemicals		1.4 Contractor Address 64 Cummings Park Woburn, Ma 01801	
1.5 Contractor Phone Number 1-800-432-4788	1.6 Account Number Various	1.7 Completion Date June 30, 2022	1.8 Price Limitation \$150,000.00
1.9 Contracting Officer for State Agency Erica Brisson		1.10 State Agency Telephone Number 603-271-7272	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Vincent O'Reilly - Director of Regional Operations	
1.13 Acknowledgement: State of <del>Massachusetts</del> County of <del>Middlesex</del> On 4/22/2019, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace 			
1.13.2 Name and Title of Notary or Justice of the Peace Virginia L. Boutchia, Project Manager			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Charles M. Arlinghaus, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: _____ On: _____			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

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

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, 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 1.18, 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 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

Contractor Initials

Date 4/22/19

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.

**8. EVENT OF DEFAULT/REMEDIES.**

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

**9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.**

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

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

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

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

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

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

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

**14. INSURANCE.**

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

Contractor Initials

Date 4/22/2019

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 thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

**EXHIBIT A  
SCOPE OF SERVICES**

**1. INTRODUCTION**

Metro Water Chemicals (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with Water Treatment Chemicals & Services in accordance with the bid submission in response to State Request for Bid #2183-19 and as described herein.

**2. CONTRACT DOCUMENTS**

This Contract consists of the following documents ("Contract Documents") in order of precedence:

- a. State of New Hampshire Terms and Conditions, General Provisions Form P-37
- b. EXHIBIT A      Scope of Services
- c. EXHIBIT B      Payment Terms
- d. EXHIBIT C      Special Provisions
- e. EXHIBIT D      RFB 2183 -19

**3. TERM OF CONTRACT**

This contract shall commence on July 1, 2019 or the date approved by the Commissioner of Administrative Services, whichever is later, and terminates on June 30, 2022, a period of approximately three (3) years.

The Contract may be extended for an additional two (2) one-year terms thereafter under the same terms, conditions and pricing structure upon the mutual agreement between the Contractor and State, and with the approval of the Commissioner of the Department of Administrative Services.

The maximum term of the Contract (including all extensions) cannot exceed five (5) years.

**4. SCOPE OF WORK**

**Section A:** The Contractor shall provide complete and supervisory service, test kits, test reagents, etc., including services and products as described herein. All services in Section A shall be included in product pricing in Exhibit B.

**PRODUCTS:**

100% propylene glycol
Lonza Dantoin BCDMH RW tablets 1= Bromo-2-Chloro-5, 5- Diamathyldantoin 97% Inert ingredients 2.3%
Solid Phosphate Tablets
Scale inhibitor, "one-drum" combination, liquid, phosphonate/polymer types
Scale inhibitor/dispersant, liquid copolymer type for steam generating systems
Oxygen scavenger, catalyzed corrosion inhibitor, liquid
Corrosion inhibitor for condensate return, liquid, neutralizing amine, DEAE
Corrosion inhibitor/dispersant, closed system, nitrite type
Corrosion inhibitor/dispersant, liquid, for open evaporative cooling towers

Contractor Initials   *W*    
Date   4/22/19

Biocide, liquid, polyquaternary ammonium type, for control of micro-organism and fungi in re-circulating closed systems and open evaporative cooling tower systems
Liquid biocide, organ sulfur type, for control of micro-organism, fungi, algae, in cooling towers
Tower lay-up
Tower clean
Total bacteria dipslides
Reagents -- various

◆ Products shall be made available in 5, 15, 30, and 55 gallon containers depending on agency's needs.

1. Provide a monthly email to all Agency systems for which chemicals are being supplied, for example steam generating systems, re-circulating hot and cold water systems, cooling towers etc. Monthly visits shall also consist of testing chemistry and comparing results to agency's daily/weekly test results. Provide a report within 24 hours of visit with recommendations.
2. Respond to an Agency emergency call within a 24-hour period.
3. Provide Agency with adequate basic start-up procedures.
4. Assume responsibility for the supervision and oversight of the injection of all chemicals into the steam generating system, via automatic injection equipment, by-pass pumps, etc., to be provided by the Agency.
5. Provide laboratory analyses of water samples, and scale samples, as required to insure that the objectives of the water treatment program are achieved. Contractor must have access to a laboratory which has the capability of providing analyses of all elements and compounds associated with steam generation systems.
6. Assume responsibility for taking readings of various chemical concentrations, and for on-the-spot testing of samples, during the regular monthly service call.
7. Issue a written report and send via email, following each service call, with recommendations and comments, to the Agency's stationary engineer.
  - a. Written reports of each service call shall be provided to agency staff. This report shall include, at a minimum:
    - i. discrepancies identified in the system
    - ii. recommended corrective actions to be taken to resolve discrepancies
    - iii. Benefits of taking the corrective action
    - iv. Possible consequences of not taking the corrective action (i.e. replacement of heat exchanger, boiler, cooling tower, contaminated water, etc.)

Note: Service report must give sufficient test information (e.g. chloride levels in boiler water, make-up water, feed water and condensate return), so that all parties concerned can easily determine the cycles of concentration, at which each individual boiler is operating, and the percentage of the feed water which is made up of condensate return, at time of monthly service call.

8. Provide Water Treatment Technology Seminars annually for State of New Hampshire employees. The training shall be focused on boiler water treatment and cooling water treatment and shall be at no additional charge to the State. **These seminars shall occur annually in the month of May and will be organized between the Contractor and requesting agency.**

Contractor Initials   *MS*    
 Date   4/22/18

**SECTION B:**

Provide service calls for those agencies/buildings not requiring chemical treatment, upon request, to include, at a minimum:

1. Onsite testing of Agency water systems, including hot and cold water loops, cooling towers, and other related systems to determine need for chemicals. This shall include laboratory analysis of water and scale samples.
2. Training for on-site staff: educate staff responsible for heating and cooling systems in the need for water treatment and how it may defer or reduce costs of replacement equipment.
3. Should chemicals be required, Contractor shall provide and inject chemicals as needed, per the contracted price. Following initial chemical injection, should such building require ongoing treatment and testing, it shall be converted to the chemical pricing model as described in Section A of this Contract.
4. Written reports of each service call shall be provided to agency staff. This report shall include, at a minimum:
  - a. discrepancies identified in the system
  - b. recommended corrective actions to be taken to resolve discrepancies
  - c. Benefits of taking the corrective action
  - d. Possible consequences of not taking the corrective action (i.e. replacement of heat exchanger, boiler, cooling tower, contaminated water, etc.)
5. All labor rates shall start when Contractor's personnel arrive at the work site and end when Contractor's personnel leave the work site.
6. Mileage and travel expenses for service calls shall be built into the service call rate in Section B of Exhibit B. No additional mileage or travel expenses may be added to invoices.

**SECTION C:**

Provide additional testing and services as requested and/or required

1. Coupon installation, analysis and corrosion monitoring
2. Piping system and cooling tower cleanings
3. Legionella Testing
4. Additional or emergency service calls as requested and/or required
  - All labor rates shall start when Contractor's personnel arrive at the work site and end when Contractor's personnel leave the work site.
  - Mileage and travel expenses for service calls shall be built into the repair/emergency services hourly rate in Section C of Exhibit B. No mileage or travel expenses may be added to invoices.

All services performed under this Contract(s) shall be performed between the hours of 8:00 A.M. and 4:00 P.M. unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance

knowledge of said work schedules to provide security and access to respective work areas. No premium charges will be paid for any off-hour work.

The Contractor shall not commence work until a conference is held with each agency, at which representatives of the Contractor and the State are present. The conference will be arranged by the requesting agency (State).

The State shall require correction of defective work or damages to any part of a building or its appurtenances when caused by the Contractor's employees, equipment or supplies. The Contractor shall replace in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure of the Contractor to proceed promptly with the necessary corrections, the State may withhold any amount necessary to correct all defective work or damages from payments to the Contractor.

The work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The Contracting Officer may require the Contractor to dismiss from the work such employees as deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.

The Contractor or their personnel shall not represent themselves as employees or agents of the State.

While on State property, employees shall be subject to the control of the State, but under no circumstances shall such persons be deemed to be employees of the State.

All personnel shall observe all regulations or special restrictions in effect at the State Agency.

The Contractor's personnel shall be allowed only in areas where services are being performed. The use of State telephones is prohibited.

If **sub-contractors** are to be utilized, Contractor shall provide information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references for clients they are currently servicing. Approval by the State must be received prior to a sub-contractor starting any work.

## **5. TERMINATION**

The State of New Hampshire has the right to terminate the contract at any time by giving the Contractor thirty (30) days advance written notice.

## **6. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR**

The Contractor shall provide all services strictly pursuant to, and in conformity with, the specifications described in State RFB #2183-19, as described herein, and under the terms of this Contract.

The Contractor shall agree to hold the State of NH harmless from liability arising out of injuries or damage caused while performing this work. The Contractor shall agree that any damage to building(s), materials, equipment or other property during the performance of the service shall be repaired at its own expense, to the State's satisfaction.

**7. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS**

The Contractor certifies, by signature of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

**8. INSURANCE**

Certificate of insurance amounts must be met and maintained throughout the term of the contract and any extensions as per the P-37, section 14 and cannot be cancelled or modified until the State receives a 10-day prior written notice.

**9. CONFIDENTIALITY & CRIMINAL RECORD**

If requested by the using agency, the Contractor and its employees, and Sub-Contractors (if any), shall be required to sign and submit a Confidential Nature of Department Records Form and a Criminal Authorization Records Form. These forms shall be submitted to the individual using agency prior to the start of any work.

Contractor Initials   *NO*    
Date   4/22/19

**EXHIBIT B  
PAYMENT TERMS**

**1. CONTRACT PRICE**

The Contractor hereby agrees to provide Water Treatment Chemicals & Services in complete compliance with the terms and conditions specified in Exhibit A for an amount up to and not to exceed a price of \$150,000.00; this figure shall not be considered a guaranteed or minimum figure; however, it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37 Block 1.7.

**2. PRICING STRUCTURE**

SECTION A		
PRODUCT	PRICE PER	UNIT
100% propylene glycol	\$18.00	Gal
Lonza Dantoin BCDMH RW tablets 1= Bromo-2-Chloro-5, 5-Diamathyldantoin 97% Inert ingredients 2.3%	\$357.00	Bucket
Solid Phosphate Tablets	\$133.50	Case
Scale inhibitor, "one-drum" combination, liquid, phosphonate/polymer types	\$15.50	Gal
Scale inhibitor/dispersant, liquid copolymer type for steam generating systems	\$10.28	Gal
Oxygen scavenger, catalyzed corrosion inhibitor, liquid	\$6.94	Gal
Corrosion inhibitor for condensate return, liquid, neutralizing amine, DEAE	\$14.50	Gal
Corrosion inhibitor/dispersant, closed system, nitrite type	\$24.00	Gal
Corrosion inhibitor/dispersant, liquid, for open evaporative cooling towers	\$19.00	Gal
Biocide, liquid, polyquaternary ammonium type, for control of micro-organism and fungi in re-circulating closed systems and open evaporative cooling tower systems	\$40.00	Gal
Liquid biocide, organ sulfur type, for control of micro-organism, fungi, algae, in cooling towers	\$24.00	Gal
Tower lay-up	\$22.04	Gal
Tower clean	\$17.45	Gal
Total bacteria dipslides	\$10.00	Box (10 per box)
Reagents - various	\$1.00	60 ml in size

SECTION B		
Service calls, as requested	\$0.50	Per call

SECTION C		
Coupon installation, analysis and corrosion monitoring	\$1.00	Per system
Piping system and cooling tower cleanings	\$400.00	Per tower
Legionella testing	\$190.00	Per system

**SERVICE CALLS**

Contractor Initials   *VB*    
Date   4/22/19

Monday through Friday 7:00 AM To 4:00 PM	\$110.00	Per Hour/Per Person
Monday through Friday 4:01 PM To 6:59 AM	\$110.00	Per Hour/Per Person
Saturday Work	\$165.00	Per Hour/Per Person
Sunday or Holiday* Work (*holidays shall be based on state designated holidays)	\$220.00	Per Hour/Per Person

### **3. INVOICE**

Itemized invoices shall be submitted to the individual agency after the completion of the job/services and shall include a brief description of the work done along with the location of work.

Contractor shall be paid within 30 days after receipt of properly documented invoice and acceptance of the work to the State's satisfaction.

The invoice shall be sent to the address of the using agency under agreement.

### **4. PAYMENT**

Payments may be made via ACH. Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury>

Contractor Initials W  
Date 2/22/18

**EXHIBIT C  
SPECIAL PROVISIONS**

There are no special provisions of this contract.

Contractor Initials   *VO*    
Date   3/22/19

**EXHIBIT D**

RFB #2183-19 is incorporated here within.

Contractor Initials   *VO*    
Date   4/22/14



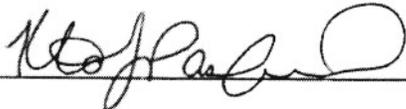
# **THE METRO GROUP, INC.**

*Building Solutions Since 1925*

50-23 Twenty-Third Street  
Long Island City, NY 11101  
TEL: (718) 729-7200  
FAX: (718) 729-8677

I, Krista J. Pasfield, Corporate Secretary of The Metro Group, Inc., a New York Corporation, hereby certify that as of April 22, 2019, Vincent O'Reilly, Director of Regional Operations for The Metro Group, Inc., is authorized to sign and to execute documents in connection with the RFB Water Treatment Chemicals and Services and related work to the P-37 Contract for the State of New Hampshire.

In witness whereof, the undersigned has executed this Certificate.



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Krista J. Pasfield, Corporate Secretary







**ADDITIONAL REMARKS SCHEDULE**

AGENCY New York-Alliant Ins Svc Inc		NAMED INSURED The Metro Group, Inc. 50-23 Twenty-Third Street Long Island City NY 11101	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

for Workers' Compensation.

The Certificate Holder is included as additional insured as respects to general liability, solely as respects to the named insured's operations and negligence as/if required by written contact, subject to policy terms, conditions and exclusions. Coverage is provided on a primary and non-contributory basis. Waiver of subrogation applies

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – SCHEDULED PERSON OR  
ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

**Name of Person or Organization:**

Where required by written contract or written agreement in effect during this "policy period" and executed prior to the "occurrence" of any "bodily injury" or "property damage"

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**A. Section II – Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

**B.** With respect to the insurance afforded to these additional insureds, the following exclusion is added:

**2. Exclusions**

This insurance does not apply to "bodily injury" or "property damage" occurring after:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED – OWNERS, LESSEES OR  
CONTRACTORS – COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**SCHEDULE**

<p><b>Name of Person or Organization:</b></p> <p>Where required by written contract or written agreement in effect during this "policy period" and executed prior to the "occurrence" of any "bodily injury" or "property damage"</p>
<p><b>Location And Description of Completed Operations:</b></p> <p>Where required by written contract or written agreement.</p>
<p><b>Additional Premium:</b></p> <p>No Additional Premium</p>

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

**Section II – Who Is An Insured** is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## COVERAGE EXTENSION – PRIMARY AND NON- CONTRIBUTORY ENDORSEMENT WHEN REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT

This endorsement modifies insurance provided by the Coverage Part(s) checked below:

All Coverage Parts or

Only the following checked Coverage Part(s)

- COVERAGE PART A - COMMERCIAL GENERAL LIABILITY
- N/A COVERAGE PART B - CONTRACTOR'S POLLUTION LIABILITY
- N/A COVERAGE PART B - CONTRACTOR'S POLLUTION LIABILITY – LIMITED
- N/A COVERAGE PART C - PROFESSIONAL LIABILITY
- N/A COVERAGE PART D - SITE ENVIRONMENTAL LIABILITY
- N/A COVERAGE PART E - PRODUCTS POLLUTION LIABILITY
- N/A COVERAGE PART F - PRODUCTS/COMPLETED OPERATIONS LIABILITY
- N/A COVERAGE PART G - OTHER

Solely with respect to coverage afforded by the Coverage Part(s) checked above:

Any coverage provided to the additional insured(s) shall be excess over any other valid and collectible insurance available to the additional insured(s) whether primary, excess, contingent or on any other basis unless a written contract or written agreement with the additional insured(s), executed prior to any claim or "suit", specifically requires that this insurance apply on a primary and non-contributory basis.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

## WAIVER OF SUBROGATION AS REQUIRED BY WRITTEN CONTRACT

This endorsement modifies insurance provided by the Coverage Part(s) checked below:

All Coverage Parts or

Only the following checked Coverage Part(s)

- COVERAGE PART A - COMMERCIAL GENERAL LIABILITY
- N/A COVERAGE PART B - CONTRACTOR'S POLLUTION LIABILITY
- N/A COVERAGE PART B - CONTRACTOR'S POLLUTION LIABILITY – LIMITED
- N/A COVERAGE PART C - PROFESSIONAL LIABILITY
- N/A COVERAGE PART D - SITE ENVIRONMENTAL LIABILITY
- N/A COVERAGE PART E - PRODUCTS POLLUTION LIABILITY
- N/A COVERAGE PART F - PRODUCTS/COMPLETED OPERATIONS LIABILITY
- N/A COVERAGE PART G - OTHER

Solely with respect to coverage afforded by the Coverage Part(s) checked above:

The Company agrees to waive any right of recovery against any person or organization, as required by written contract, because of payments we make for injury or damage which is limited to liability directly caused by "your work" which is imputed to such person or organization.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.**

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Endorsement Title Additional Insured – Arising Out of Your Work/Primary and Non-Contributory Endorsement			
Named Insured The Metro Group, Inc.			Endorsement Number 007
Policy Form CAPE	Policy Number ENVX0000071-17	Policy Period 05/13/2017 to 05/13/2018	Enviat Endorsement Number CAPE
Issued by Certain Underwriters at Lloyd's, London			Effective Date of Endorsement 05/13/2017

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED –ARISING OUT OF YOUR WORK/ PRIMARY AND NON-CONTRIBUTORY  
ENDORSEMENT**

It is hereby agreed that the Policy is amended as follows:

**SCHEDULE**

Name of Additional Insured Person(s) or Organization(s)
Blanket as required by written contract.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

1. The person(s) or organization(s) shown in the Schedule are included as an additional insured(s) but only with respect to **ultimate net loss** caused by **your work**.

2. Solely with respect to the insurance afforded to the additional insured(s) added by this Endorsement **SECTION V. CONDITIONS, Paragraph G. Other Insurance**, is deleted in its entirety and replaced with the following:

**G. Other Insurance**

This insurance shall be primary to, and non-contributory, and our obligations are not affected by any other insurance carried by such additional insured(s) whether primary, excess, contingent or on any other basis.

3. Solely with respect to the insurance afforded to the additional insured(s) added by this Endorsement **SECTION VI. DEFINITIONS** is amended by the addition of the following:

**Your work** means:

- a. Work or operations performed by you or on your behalf; and
- b. Materials, parts or equipment furnished in connection with such work or operations, and includes:
- c. Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of **your work**, and
- d. The providing of or failure to provide warning or instructions.

**ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED**

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule. The premium for this endorsement is shown in the Schedule.

Schedule

- 1. ( ) Specific Waiver

Name of Person or Organization

- (X ) Blanket Waiver

Any person or organization for whom the named insured has agreed by written contract to furnish this waiver.

- 2. Operations: ALL SOUTH CAROLINA OPERATIONS

- 3. Premium

The premium charge for this endorsement shall be 2 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

- 4. Minimum Premium
5. Advance Premium

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 05/13/2017 Policy No. WPH 5036680 00

Endorsement No. 001

Insured METRO GROUP INC (THE)

Premium \$ INCL.

Insurance Company INSURANCE COMPANY OF THE WEST

Countersigned By \_\_\_\_\_

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule. The premium for this endorsement is shown in the Schedule.

Schedule

- 1. ( ) Specific Waiver

Name of Person or Organization

- (X ) Blanket Waiver

Any person or organization for whom the named insured has agreed by written contract to furnish this waiver.

- 2. Operations: ALL MASSACHUSETTS OPERATIONS

- 3. Premium

The premium charge for this endorsement shall be 2 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

- 4. Minimum Premium

- 5. Advance Premium

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated. (The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 05/13/2017 Policy No. WPH 5036680 00

Endorsement No. 001

Insured METRO GROUP INC (THE)

Premium \$ INCL.

Insurance Company INSURANCE COMPANY OF THE WEST

Countersigned By \_\_\_\_\_

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT**

This endorsement modifies insurance provided under the following:

**BUSINESS AUTO COVERAGE FORM**

**SCHEDULE**

- |   |  |
|---|--|
| 1. Broadened Insured Status   | 14. Audio, Visual, And Data Electronic Equipment                       |
| 2. Blanket Additional Insured When Required Under Written Contract  | 15. Loan/Lease Payoff Coverage   |
| 3. Employee Hired Autos Liability Coverage  | 16. Airbag Coverage  |
| 4. Employees As Insureds  | 17. Multiple Deductible Protection – Covered "Auto" And Trailer        |
| 5. Coverage Extensions – Supplementary Payments   | 18. Duties In The Event Of An Accident, Claim, Suit, Or Loss           |
| 6. Limited Fellow Employee Coverage   | 19. Non-Owned Auto Waiver Of Subrogation                               |
| 7. Limited Hired Auto - Physical Damage Coverage – Private Passenger (Includes Employee Hired Autos Physical Damage Coverage) | 20. Blanket Waiver Of Subrogation When Required Under Written Contract |
| 8. Custom Signs And Decoration  | 21. Coverage Territory – Short Term Hired Commercial "Autos"           |
| 9. Extended Towing Coverage   | 22. Limited Mexico Coverage  |
| 10. Glass Breakage  | 23. Unintentional Failure To Disclose Hazards                          |
| 11. Reimbursement For Increased Temporary Transportation Expense For Private Passenger And Commercial Vehicles                | 24. Mental Anguish Resulting From "Bodily Injury"                      |
| 12. Extra Expense – Stolen Vehicles   | 25. Waiver Of Sovereign Immunity                                       |
| 13. Personal Effects Coverage   | 26. Application Of This Endorsement                                    |

## 1. Broadened Insured Status

SECTION II - LIABILITY COVERAGE, Paragraph A. Coverage, Subparagraph 1. Who Is An Insured is amended to include as an insured:

- A. Any subsidiary which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this Coverage Form, while using with your permission a covered "auto."

However, the insurance afforded by this provision 1.A. does not apply to any subsidiary that is an insured under any other automobile liability policy, or would be an insured under such policy but for the termination of such policy or the exhaustion of such policy's limits of insurance.

- B. Any organization you newly acquire or form, and over which you maintain majority interest, while using with your permission a covered "auto".

The insurance afforded by this provision 1.B.:

1. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
2. Does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization.
3. Does not include any newly acquired or formed organization that is:
  - a. A joint venture or partnership; or
  - b. An insured under any other automobile liability policy, or would be an insured under such policy but for the termination of such policy or the exhaustion of such policy's limits of insurance.

## 2. Blanket Additional Insured When Required Under Written Contract

Paragraph A.1. Who Is An Insured under SECTION II - LIABILITY COVERAGE is amended to add:

- d. Any person, organization or governmental entity with respect to the operation, maintenance, or use of a covered "auto" if you are required to add such person, organization or governmental entity to this policy as an additional "insured" in order to comply with the terms of a written contract or written agreement. This Additional Insured status is not conferred when such written contract or written agreement:

- (1) Involves the owner or anyone else from whom you hire or borrow a covered "auto" unless it is a "trailer" connected to a covered "auto" you own; or
- (2) Is executed after the date of "accident" or "loss";

Paragraph d.(2) above does not apply if:

- (a) the terms and conditions of the written contract or written agreement had been agreed upon prior to the "accident" or "loss"; and
- (b) you can definitively establish that the terms and conditions of the written contract or written agreement ultimately executed are the same as those which had been agreed upon prior to the "accident" or "loss".

Paragraph a. of Condition 5. Other Insurance of Part B. General Conditions under Section IV - Business Auto Conditions is amended by the addition of the following: Regardless of whether other insurance is maintained by an additional insured on a primary basis, the coverage provided by Provision 2. of the Commercial Auto Broad Form Endorsement will be primary to and noncontributing with other insurance maintained by the additional insured if the written contract or written agreement between you and the additional insured specifically requires that this insurance be primary.

#### **19. Non-Owned Auto Waiver Of Subrogation**

The following is added to Subparagraph 5. Transfer Of Rights Of Recovery Against Others To Us, under Paragraph A. Loss Conditions in SECTION IV - BUSINESS AUTO CONDITIONS:

We hereby waive any right of subrogation against any of your officers, directors, or "employees" which might arise by reason of any payment under the insurance afforded by this policy for the operation, maintenance, use, loading, or unloading of non-owned "autos".

This waiver extends only to payments in excess of other valid and collectible insurance available to the officer, director, or "employee".

#### **20. Blanket Waiver Of Subrogation When Required Under Written Contract**

The following is added to Subparagraph 5. Transfer Of Rights Of Recovery Against Others To Us, under Paragraph A. Loss Conditions in SECTION IV - BUSINESS AUTO CONDITIONS:

However, we waive any right of recovery we may have against a person, organization or governmental entity when you have waived such right of recovery under a written contract or written agreement provided such written contract or agreement is:

1. currently in effect or becoming effective during the term of this policy; and
2. executed prior to the "accident" or "loss"; or
3. executed after the "accident" or "loss" if:
  - a. the terms and conditions of the written contract or written agreement had been agreed upon prior to the "accident" or "loss"; and
  - b. you can definitively establish that the terms and conditions of the written contract or written agreement ultimately executed are the same as those which had been agreed upon prior to the "accident" or "loss".

#### **21. Coverage Territory - Short Term Hired Commercial "Autos"**

Paragraph 7. Policy Period, Coverage Territory under Paragraph B. General Conditions in SECTION IV - BUSINESS AUTO CONDITIONS is amended by the addition of the following:

The coverage territory is extended to anywhere in the world if:

1. A covered "auto" of the commercial van, pick-up, or truck type is leased, hired, rented or borrowed for a period of 30 days or less; and
2. The "insured's" responsibility to pay damages is determined in a "suit" on the merits, in the United States of America, the territories and possessions of the United States of America, Puerto Rico, or Canada or in a settlement we agree to.

We will also cover "loss" to, or "accidents" involving, a covered "auto" while being transported between any of these places.

# 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 THE METRO GROUP, INC. is a New York Profit Corporation registered to do business in New Hampshire as METRO WATER CHEMICALS on May 14, 2013. 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: 691678

Certificate Number : 0004501620



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 19th day of April A.D. 2019.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State