

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

DATE: 5/12/2020

CONTRACT #: 8002689

NIGP CODE: 941-3000

CONTRACT FOR: Storage Tank Cathodic Repair, Design, Testing, Reporting  
& Troubleshooting Services

CONTRACTOR: MESA Products Inc.

VENDOR CODE #: 318222

**SUBMITTED FOR ACCEPTANCE BY:**

\_\_\_\_\_  
ERICA BRISSON, PURCHASING AGENT  
BUREAU OF PURCHASE AND PROPERTY

DATE \_\_\_\_\_

\*\*\*\*\*

**RECOMMENDED FOR ACCEPTANCE BY:**

\_\_\_\_\_  
PAUL RHODES, ADMINISTRATOR III  
BUREAU OF PURCHASE AND PROPERTY

DATE \_\_\_\_\_

\*\*\*\*\*

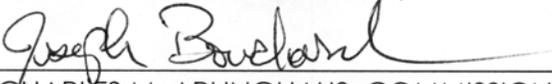
**APPROVED FOR ACCEPTANCE BY:**

 (LMS)  
\_\_\_\_\_  
GARY S. LUNETTA, DIRECTOR  
DIVISION OF PROCUREMENT & SUPPORT SERVICES

DATE 5/13/20

\*\*\*\*\*

**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 5/13/20

-----

**Assignment and Assumption Agreement  
Contract # 8002284 with PCA Engineering NE LLC**

This Assignment and Assumption Agreement ("Assignment") is made as of this 6<sup>th</sup> day of MAY, 2020 (the "Effective Date"), by and among MESA Products, Inc. ("Assignee") and PCA Engineering NE LLC ("Assignor").

**RECITALS**

WHEREAS, the State of New Hampshire and the Assignor entered into an agreement (the "Agreement") for Storage Tank Cathodic Repair, Design, Testing, Reporting and Troubleshooting Services on March 3, 2018, with Agreement set to expire March 31, 2021; and

WHEREAS, as of the Effective Date, Assignor desires to transfer all of its interest in and to the Agreement to Assignee and Assignee desires to assume all obligations of Assignor under the Agreement; and

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

**Assignment of Agreement**

1. As of the Effective Date, all obligations, rights and privileges of Assignor under and by virtue of the Agreement other than obligations or liabilities arising out of any breach or default by Assignor (or any of Assignor's actions or omissions which, with notice or lapse of time or both, would constitute a breach or default thereunder) which occurred prior to the effective date are hereby unconditionally assumed by Assignee.
2. As of the Effective Date, all references to Assignor as used in the Agreement shall refer to Assignee.
3. The State hereby consents to the assignment of the rights and obligations of Assignor under the Agreement to Assignee.
4. Except as modified by this assignment, the Agreement shall remain in force and effect in accordance with its terms.

**MESA Products, Inc.**

By: \_\_\_\_\_  
\_\_\_\_\_  
(Print Name)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**NOTARY PUBLIC/JUSTICE OF THE PEACE**

On the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_  
There appeared before me, the state and  
county foresaid a person who satisfactorily  
identified himself as

\_\_\_\_\_

And acknowledge that he executed this  
document indicated above.

In witness thereof, I hereunto set my hand  
and official seal.

\_\_\_\_\_  
(Notary Public/Justice of the Peace)

My commission expires:

\_\_\_\_\_  
(Date)

**PCA Engineering NE LLC**

By: Joyce Kogut  
Joyce Kogut  
(Print Name)

Title: Manager Member

Date: 5/6/2020

**NOTARY PUBLIC/JUSTICE OF THE PEACE**

On the 6<sup>th</sup> day of May, 2020.  
There appeared before me, the state and  
county foresaid a person who satisfactorily  
identified himself as

Joyce M Kogut

And acknowledge that <sup>she</sup> he executed this  
document indicated above.

In witness thereof, I hereunto set my hand  
and official seal.

Rehanna Echaame  
(Notary Public/Justice of the Peace)

My commission expires:

09/30/2023  
(Date)

**STATE OF NEW HAMPSHIRE**

The State is willing to consent to the assignment of all rights, obligations and liabilities of Assignor  
under the Agreement to Assignee as of the Effective Date.

By: [Signature]

Charles M. Arlinghaus  
(Print Name)

Title: Commissioner  
Department of Administrative Services

**MESA Products, Inc.**

**PCA Engineering NE LLC**

By: [Signature]

By: \_\_\_\_\_

Kelsey May  
(Print Name)

\_\_\_\_\_  
(Print Name)

Title: Director

Title: \_\_\_\_\_

Date: 5/10/20

Date: \_\_\_\_\_

**NOTARY PUBLIC/JUSTICE OF THE PEACE**

**NOTARY PUBLIC/JUSTICE OF THE PEACE**

On the 6 day of May, 2020,  
There appeared before me, the state and  
county foresaid a person who satisfactorily  
identified himself as  
Kelsey May

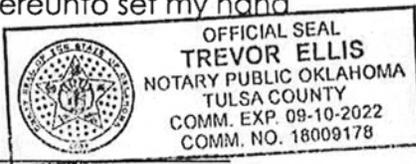
On the \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_,  
There appeared before me, the state and  
county foresaid a person who satisfactorily  
identified himself as  
\_\_\_\_\_

And acknowledge that he executed this  
document indicated above.

And acknowledge that he executed this  
document indicated above.

In witness thereof, I hereunto set my hand  
and official seal.

In witness thereof, I hereunto set my hand  
and official seal.



[Signature]  
(Notary Public/Justice of the Peace)

\_\_\_\_\_  
(Notary Public/Justice of the Peace)

My commission expires:  
09-10-2022  
(Date)

My commission expires:  
\_\_\_\_\_  
(Date)

**STATE OF NEW HAMPSHIRE**

The State is willing to consent to the assignment of all rights, obligations and liabilities of Assignor under the Agreement to Assignee as of the Effective Date.

By: [Signature]  
Charles M. Arlinghaus  
(Print Name)

Title: Commissioner  
Department of Administrative Services



**CERTIFICATE OF AUTHORITY**

I, Kelsey May, hereby certify that I am duly appointed Director & General Counsel of MESA. MESA is a privately-held Oklahoma corporation owned by Terry & Pat May. There is no Board of Directors. No corporate resolution is needed to confer signing authority.

I hereby certify that I have been a member of the Oklahoma Bar Association (#30161) since 2010. I hereby certify that I was given the position of Director & General Counsel by Terry May, along with full signing authority and responsibility. I certify that this authority and responsibility has not been revoked at any time for any reason.

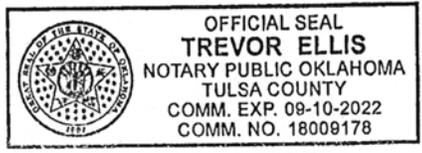
I certify that the state of New Hampshire can rely on this certification as evidence that I am authorized to bind MESA.

  
Kelsey May  
May 11, 2020

State of Oklahoma  
County of Tulsa

On this 11<sup>th</sup> day of May, Kelsey May appeared before me, Trevor Ellis.  
Kelsey May has been proved to be the person subscribed to this instrument. In witness thereof, I set my hand and official seal.

Trevor Ellis  
\_\_\_\_\_  
Notary Public, Signature  
Commission Expires: 09-10-2022





# PCA ENGINEERING, INC.

57 CANNONBALL ROAD • P.O. BOX 196 • POMPTON LAKES, NEW JERSEY 07442

Telephone: 973-616-4501 • Toll Free: 1-800-666-PCA 1 • Fax: 973-616-4451

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May 11, 2020

## CERTIFICATE OF AUTHORITY

I, Scott Heddy, hereby certify that I was duly appointed General Manager of PCA Engineering, Inc. until January 1, 2020. PCA Engineering, Inc. (including PCA Engineering New England, LLC, a former division of PCA Engineering, Inc.) was a privately-held, single-owner corporation. PCA Engineering, Inc. was sold to MESA on January 1, 2020. PCA Engineering, Inc. had no Board of Directors. No corporate resolution was needed to confer signing authority.

I hereby certify that Joyce Kogut was the owner of PCA Engineering, Inc. until its sale in December 2019. Joyce Kogut has full signatory authority to bind PCA Engineering, Inc. I certify that the state of New Hampshire can rely on this certification as evidence that Joyce Kogut is authorized to bind PCA Engineering, Inc.

Signed,

Scott Heddy

State of Texas

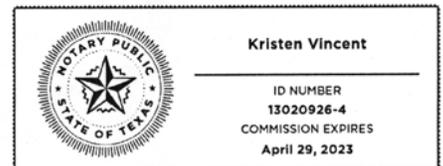
County of Tarrant

On this 11<sup>th</sup> day of May, Scott Heddy appeared and acknowledged before me, Kristen Vincent Scott Heddy has been proved to be the person subscribed to this instrument. In witness thereof, I set my hand and official seal.

Notary Public, Signature

Commission Expires: 04/29/2023

Notarized online using audio-video communication



**PEOPLE • CAPABILITY • ACHIEVEMENT FOR OVER 55 YEARS**

# 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 MESA PRODUCTS, INC. is a Oklahoma Profit Corporation registered to transact business in New Hampshire on January 15, 2020. 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: 834756

Certificate Number: 0004910886



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 8th day of May A.D. 2020.

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

William M. Gardner  
Secretary of State



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

DATE: 3/29/19

CONTRACT #: 8002284

NIGP CODE: 941-3000

CONTRACT FOR: Storage Tank – Cathodic, Repair, Design, Testing, Reporting & Troubling Shooting Services

CONTRACTOR: PCA Engineering, Inc.

VENDOR CODE #: 302829

SUBMITTED FOR ACCEPTANCE BY:

  
ERICA BRISSON, PURCHASING AGENT  
BUREAU OF PURCHASE AND PROPERTY

DATE 3/29/19

\*\*\*\*\*

RECOMMENDED FOR ACCEPTANCE BY:

  
PAUL RHODES, ADMINISTRATOR III  
BUREAU OF PURCHASE AND PROPERTY

DATE 4/1/19

\*\*\*\*\*

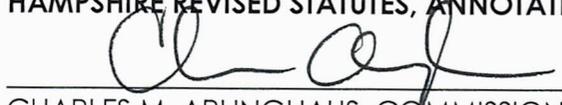
APPROVED FOR ACCEPTANCE BY:

  
GARY LUNETTA, DIRECTOR  
DIVISION OF PROCUREMENT & SUPPORT SERVICES

DATE 4/1/19

\*\*\*\*\*

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 4-2-19

.....

**FIRST AMENDMENT TO THE CONTRACT  
BETWEEN PCA ENGINEERING, INC.**

**AND**

**THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,  
FOR STORAGE TANK CATHODIC REPAIR, DESIGN, TESTING, REPORTING AND TROUBLESHOOTING SERVICES  
CONTRACT # 8002284**

This First Amendment (hereinafter referred to as the "Amendment"), dated this 25<sup>th</sup> day of March, 2019, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and PCA Engineering, Inc. (hereinafter referred to as "the Contractor") for Storage Tank Cathodic Repair, Design, Testing, Reporting, and Troubleshooting Services.

WHEREAS, pursuant to an agreement effective April 1, 2018 set to expire March 31, 2021, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain storage tank cathodic repair, design, testing, reporting and troubleshooting services for the State in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, pursuant to Section 18 of the Agreement, the Agreement may be amended by an instrument in writing executed by both parties;

NOW, THEREFORE, for and in consideration of the mutual promises set forth in this Amendment and the underlying Agreement, the parties do mutually agree as follows:

1. Delete in its entirety Form Number P-37, item 1.3 Contractor Name and substitute the following:  
1.3 PCA Engineering, Inc.
2. All other provisions of the Agreement, approved by the Commissioner, Department of Administrative Services on March 7, 2018, shall remain in full force and effect.

By: Joyce Kogut  
JOYCE KOGUT  
(Print Name)

By: Charles M. Arlinghaus  
Charles M. Arlinghaus  
(Print Name)

Title: President

Title: Commissioner,  
Department of Administrative Services

Date: 3/25/2019

Date: 4-2-19

NOTARY PUBLIC/JUSTICE OF THE PEACE

On the 25<sup>th</sup> day of March, 2019  
There appeared before me, the state and  
county foresaid a person who satisfactorily  
identified himself as

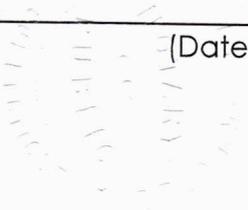
Joyce Kogut

And acknowledge that he executed this  
document indicated above.

In witness thereof, I hereunto set my hand  
and official seal.

Sandra Brunoli  
(Notary Public/Justice of the Peace)

My commission expires:  
MY COMMISSION EXPIRES 10/31/2020  
\_\_\_\_\_  
(Date)





# PCA ENGINEERING, INC.

57 CANNONBALL ROAD • P.O. BOX 196 • POMPTON LAKES, NEW JERSEY 07442

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March 25, 2019

Erica Brisson  
Purchasing Agent  
Dept. of Administrative Services  
25 Capitol Street, Rm 102  
Concord, NH 03301

Re: First Amendment to Contract 8002284

Dear Ms. Brisson,

Article IV Section 2 of the Corporate By-Laws of PCA Engineering, Inc. dated January 7, 1986 states that the President of PCA Engineering, Inc. "may make and sign sales/service contracts and other agreements in the name of the corporation."

Joyce Kogut is the President of PCA Engineering, Inc. and has the authority to sign the First Amendment to Contract 8002284 with the State of New Hampshire.

Thank you,

PCA ENGINEERING, INC.

A handwritten signature in blue ink that reads "Jacqueline Hill".

JACQUELINE HILL  
SECRETARY



# State of New Hampshire

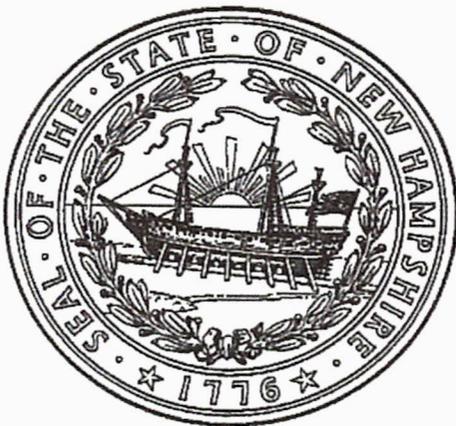
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that PCA ENGINEERING, INC. is a New Jersey Profit Corporation registered to transact business in New Hampshire on February 28, 2019. 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: **813887**

Certificate Number: **0004460698**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 25th day of March A.D. 2019.

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

William M. Gardner

Secretary of State





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

DATE: March 7, 2018

CONTRACT #: 8002284

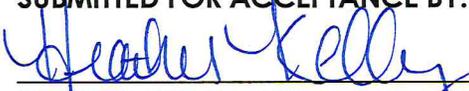
NIGP CODE: 941-3000

CONTRACT FOR: Storage Tank Cathodic Repair, Design, Testing, Reporting, and Troubleshooting Services

CONTRACTOR: PCA Engineering NE, LLC

VENDOR CODE #: 284423

SUBMITTED FOR ACCEPTANCE BY:

  
HEATHER KELLEY, PURCHASING AGENT  
BUREAU OF PURCHASE AND PROPERTY

DATE 3/7/18

RECOMMENDED FOR ACCEPTANCE BY:

  
PAUL RHODES, ADMINISTRATOR III  
BUREAU OF PURCHASE AND PROPERTY

DATE 3/7/18

APPROVED FOR ACCEPTANCE BY:

  
GARY LUNETTA, DIRECTOR  
DIVISION OF PROCUREMENT & SUPPORT SERVICES

DATE 3/7/18

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 3/7/18

Subject: Storage Tank Cathodic Repair Design, Testing, Reporting, and Troubleshooting Services

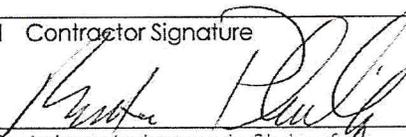
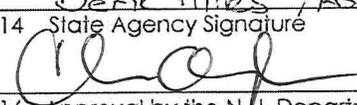
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name State of New Hampshire Department of Administrative Services		1.2 State Agency Address State House Annex, Room 102 25 Capitol Street Concord, NH 03301	
1.3 Contractor Name PCA Engineering NE, LLC		1.4 Contractor Address 7 West End Way Norwell, MA 02061	
1.5 Contractor Phone Number (781) 261-9688	1.6 Account Number Various	1.7 Completion Date March 31, 2021	1.8 Price Limitation \$142,750.00
1.9 Contracting Officer for State Agency Heather Kelley		1.10 State Agency Telephone Number (603) 271-3147	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Bertam Phillips MAADABER	
1.13 Acknowledgement: State of _____, County of _____ On February 7, 2018, 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 Derek Hines, Assistant Bank Manager			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Charles M. Arlinghaus, Commissioner Date: 3/7/18	
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.

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.

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**

PCA Engineering NE, LLC (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 Storage Tank Cathodic Repair, Design, Testing, Reporting, and Troubleshooting Services in accordance with the bid submission in response to State Request for Bid 2051-18 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 2051-18

**3. TERM OF CONTRACT**

This contract shall commence on April 1, 2018 or the date approved by the Commissioner of Administrative Services, whichever is later, and terminates on March 31, 2021, 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**

The purpose of this contract is provide all labor, tools, transportation, materials, equipment, and permits as necessary to provide the required level of services as described herein.

**1. Section 01100: General**

Section Includes:

- A. Contract Description;
- B. Contractor's Use of Site and Premises;
- C. State Occupancy; and
- D. Health and Safety.

1.1. Service Description

The work described herein pertains to testing, repairs, design, reporting, and troubleshooting cathodic protection systems for steel underground storage tanks ("USTs").

Work activities performed will be conducted in accordance with the following specifications and will be billed in accordance with the unit costs listed in the Exhibit B. The Contractor will work on an on-call basis with the State of New Hampshire (the "State") and will be available to provide work schedules to the State within five (5) business days of the request and to conduct cathodic protection testing within ten (10) business days of the request.

Facilities covered under any awarded contract will consist of State owned and/or operated UST facilities within the State. Prior to initiation of projects, the State shall supply the Contractor with appropriate site logistical information, cathodic protection reports, and plans pertaining to the specified scope of work.

All work performed shall be conducted in accordance with the New Hampshire Department of Environmental Services ("NHDES") *Chapter Env-Or 400 Underground Storage Tank Facilities*, The National Association of Corrosion Engineers ("NACE") Standard Recommended Practices, and other applicable Federal and State regulations. All tasks described herein shall be completed by International Code Council ("ICC") or NACE certified testers. All resources (i.e., materials, equipment, and labor) required to execute and complete tasks shall be provided and paid for by the Contractor.

#### 1.2. Contractor's Use of Site and Premises

The Contractor and crews will be granted access to the State sites and facilities during normal working hours; 7:00 AM to 4:00 PM, Monday through Friday. No premium charges will be paid for any off-hour work.

If access is required outside of the normal working hours described above, the Contractor shall provide a written request for access to the State a minimum of five (5) business days in advance. The State retains the right to deny any requests for access.

All necessary utility outages and shutdowns shall be coordinate with the State, as well as the facility users. All disruptions to services shall be scheduled such that disruptions of day to day activities are mitigated to the maximum extent possible.

#### 1.3. State Occupancy

The State and/or their representative will occupy the site premises during all construction activities covered under any awarded contract. The Contractor shall cooperate with the State and their representatives and schedule work activities to accommodate State occupancy.

#### 1.4. Health and Safety

The Contractor shall be responsible for the safety of their employees and subcontractors and shall provide all such safety measures as may be required for the protection of the public and those employed in or about the facility.

Prior to starting work at State facilities, the Contractor shall meet with the on-site facility manager, or representative, to receive an explanation of State site specific safety policy and procedures.

The Contractor shall prepare a project specific site Health and Safety Plan ("HASP") in accordance with Occupational Safety and Health Administration ("OSHA") requirements that include all State of New Hampshire site specific safety policies and procedures. All Contractor site personnel will be required to read and sign the HASP. The plan shall include, but not limited to, the following:

- All applicable safety rules and regulations.
- The use of equipment and procedures for testing to ensure a vapor-free working environment.

The Contractor shall conduct and document daily safety meetings. Safety rules may not cover every job situation. Good judgment by the Contractor will dictate any additional precautions that are necessary.

The Contractor shall be knowledgeable in the mechanical and electrical operation of fuel dispensing equipment and be responsible for taking appropriate safety precautions before beginning any work at the fuel dispensing island, including, but not limited to, the following fire code requirements:

- Shut off all electrical power to the dispensing device, to the pump serving the dispenser, and to all associated control circuits at the main electrical disconnect;
- Close the emergency shutoff valve for the product line below the dispenser;

Relieve pressure on the dispenser by depressing nozzle trigger and emptying residual hose contents into safety containers; and

Prevent all vehicle traffic and unauthorized persons from coming within twenty (20) feet of the dispensing device(s).

Contractor shall provide, erect, and maintain all necessary barricades for safety and protection of pedestrian and vehicular traffic during construction involving excavations, holes, electrical equipment, pumps, piping, and tanks, etc.

## **2. Section 01101: Cathodic Protection Testing and Reporting Specifications**

Section Includes:

- A. Description;
- B. Testing Specifications;
- C. Passing Requirements; and
- D. Reporting.

### 2.1. Description

This section provides standard specifications and protocols for testing cathodic protection systems for steel underground storage tanks and piping systems.

### 2.2. Testing Specifications

The Contractor shall conduct a cathodic protection test on underground steel storage tanks, to comply with the requirements for new-installation and periodic three (3) year tests, under NHDES' *Control of Underground Storage Facilities Rules (Env-WM 1401)*. Steel tanks and piping systems shall be tested using a calibrated portable copper-copper sulfate reference electrode ("CSE") and a portable high impedance voltmeter in accordance with NACE Standards RP0285-2002 *Corrosion Control of Underground Storage Tank Systems by Cathodic Protection* and TM0101-2001 *Measurement Techniques Related to Criteria for Cathodic Protection on Underground or Submerged Metallic Tank Systems*. Current-on measurements shall be collected from a minimum of three (3) tank locations including the middle of the tank and both ends, one (1) or more product piping locations, and one (1) or more vent piping locations.

### 2.3. Passing Requirements

Steel underground storage tanks and piping systems shall be considered adequately protected from corrosion if one or more of the following criteria are met:

NACE Standard TM0101-2001 Paragraph 8.6.3: All valid tank-to electrolyte potential measurements are negative 850 millivolts ("mV"), or more negative, with respect to a CSE; and the significance of voltage drops has been considered by applying principles described in NACE Standard TM0101-2001 Paragraphs 8.6.1 and 8.6.2;

NACE Standard TM0101-2001 Paragraph 9.6.1: The polarized (instant off) valid tank-to electrolyte potential is negative 850 mV, or more negative, with respect to a CSE;

NACE Standard TM0101-2011 Paragraph 10.2.6.1: A 100 mV or more polarization decay is measured with respect to a CSE;

NACE Standard TM0101-2011 Paragraph 10.3.6.1: A 100 mV or more of polarization formation is measured with respect to a CSE; and/or

The requirements specified in NACE International approved criteria Standard RP0285-2002, *Corrosion Control of Underground Storage Tank Systems by Cathodic Protection* and RP0169-2002 *Control of External Corrosion on Underground or Submerged Metallic Piping Systems* are met.

### 2.4. Reporting

Cathodic protection testing shall be reported using the NHDES' *Corrosion Protection Testing Form for Underground Storage Tanks* or another representative form and include all items specified in *Env-Or 406.17*. All cathodic protection test reports shall be signed and dated by the certified ICC or NACE tester and shall include the tester's certification number. Three (3) copies of the form shall be prepared for each facility testing; one (1) shall be submitted to the NHDES and two (2) copies shall be submitted to the State, within three (3) calendar days of the test.

If cathodic protection failures are identified, troubleshooting per Section 01104 of this specification may be performed. However, the Contractor shall not perform any additional tasks until they have received written authorization from the State.

## 3. Section 01102: Cathodic Protection System Design

Section Includes:

- A. Description;
- B. Design; and
- C. Submittals.

3.1. Description

This section provides design requirements and specifications for new cathodic protection systems for existing steel underground storage tanks and piping systems. Designs and plans for new cathodic protection systems shall adhere to the specifications presented in this section.

3.2. Design

The Contractor shall design a new cathodic protection system for existing steel underground storage tanks. Cathodic protection systems shall be designed to provide effective and long lasting corrosion protection. Criteria for protection of steel underground storage tanks and piping systems shall be based on a structure-to-electrolyte potential within a range of -0.850 volts to -1.100 volts relative to a copper-copper sulfate electrode.

The State steel underground storage tanks shall be equipped with galvanic cathodic protection systems (sacrificial magnesium anodes and test stations) in accordance with NACE Standard Recommended Practice RP0285-2002 *Corrosion Control of Underground Storage Tanks by Cathodic Protection* and RP0169-2002 *Control of External Corrosion on Underground or Submerged Metallic Piping Systems*.

Plans for new cathodic protection shall be designed by a corrosion expert and based on the following key design parameters:

- Total surface area to be protected including tank, product piping, and vent piping materials;
- Protective current requirement;
- Soil resistivity;
- Type and integrity of the coating system;
- Electrical isolation; and
- Presence of electrical currents from nearby structures.

The Contractor shall ensure that all cathodic protection design is carried out by NACE trained and certified cathodic protection designers.

3.3. Submittals

All corrosion protection designs and plans shall be submitted to the State for review. The Contractor shall provide with the design a price to install the designed system. The Contractor will complete one round of plan revisions based on State review, and then submit applications and plans for the specified cathodic protection work to the NHDES for a Construction Permit/Permit to Install. The Contractor shall respond to one round of design revisions and resubmit revised plans to the NHDES. The Contractor shall provide the State all permits once received.

#### 4. Section 01103 – Cathodic Protection System Repairs

Section Includes:

- A. Description;
- B. Means and Methods;
- C. Materials; and
- D. Reporting.

##### 4.1. Description

This section provides requirements and specifications for repairs and upgrades to existing State cathodic protection systems that have been determined to be in need of supplemental anodes.

##### 4.2. Means and Methods

Based on the results of Current Requirement Test performed in Section 01101, the Contractor shall supply and install supplemental anodes in accordance with *Steel Tank Institute Recommended Practice for the Addition of Supplemental Anodes to STI-P3 USTs, R-972-01* ("STI-RP"), and approved plans as specified by 01102.

Specifically, the Contractor shall perform a Soil Resistivity Test in accordance with Section 8.5 of STI-RP. Using the results of this test, the Contractor shall then install the required amount of supplemental anodes in accordance with sections 9.0-11.0 of STI-RP.

At the conclusion of the installation, the Contractor shall verify that the supplemental anode installation was successful by performing a Verification of System Operation per Section 13.0 of STI-RP and Section 01101 of this specification, and completing the record keeping form specified in that section.

All work shall be in accordance with current NACE recommended practices and Federal and State requirements. All installation work shall be completed by an ICC Licensed Petroleum Installer certified with NHDES.

All cathodic protection system repairs and upgrades shall be conducted in accordance with the health and safety requirements as presented in Section 01100.

Repairs shall include trenching, excavation, backfill, wiring, verification of system operation, and reporting.

##### 4.3. Materials

The Contractor shall, unless stated otherwise in this document, provide and pay for all materials, labor, tools, equipment, and all other services and facilities required to execute and complete the specified work project within the allotted timeframe.

##### 4.4. Reporting

All reports shall be provided to the State within three (3) days of test completion. Reports shall include those items specified in paragraph 4.3 in this Section, and a general summary of the work performed.

## 5. Section 01104 – Cathodic Protection System Troubleshooting Specifications

Section Includes:

- A. Description;
- B. Troubleshooting; and
- C. Reporting.

### 5.1. Description

This section provides troubleshooting procedures for existing State underground storage tank cathodic protection systems. The Contractor will perform industry standard tests on the systems and provide reports and recommendations with the findings.

### 5.2. Troubleshooting

The Contractor shall perform a Current Requirements Test in accordance with Section 8.0 of *Recommended Practice for the Addition of Supplemental Anodes to STI-P3 USTs*, dated August 1, 2001 and published by the Steel Tank Institute

### 5.3. Reporting

Within three (3) days of completing the test outlined in paragraph 2.2, the Contractor shall provide a report to the State outlining the results of the Current Requirements Test, indicating the final current measurement.

If the final current requirement measured is less than 30 milliamperes (0.030 amperes), the State may choose to proceed with additional testing.

If the final current requirement is measured greater than 30 milliamperes (0.030 amperes), the State may choose to proceed with additional investigation of the system to determine if the tank system is "grounded" or has an electrochemical connection with other underground or above ground equipment or installations. In this case, the Contractor shall, as part of this scope of work, provide a recommendation, and work scope for additional invasive investigations.

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.

## **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 #2051-18, 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.

Contractor Initials BP  
Date 2/7/18

**EXHIBIT B  
PAYMENT TERMS**

**1. CONTRACT PRICE**

The Contractor hereby agrees to provide Storage Tank Cathodic Repair, Design, Testing, Reporting, and Troubleshooting 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 \$142,750.00; this figure shall not be considered a guaranteed or minimum figure; however it shall be considered a maximum figure from the effective date of through the expiration date set as March 31, 2021.

**2. PRICING STRUCTURE**

County	Sec. 01101 Cathodic System Testing and Reporting	Sec. 01101 Additional Tank(s) Per Site	Sec. 01102 Cathodic System Design	Sec. 01103 Mobilization/D emobilization (to and from the site and soil resistivity testing)	Sec. 01103 (2) Pre- Package 17# Anodes Pricing to include site repairs: trenching, excavation, backfill, wiring, verification of system operation, and reporting	Sec. 01103 (4) Pre- Package 17# Anodes Pricing to include site repairs: trenching, excavation, backfill, wiring, verification of system operation, and reporting	Sec. 01103 (6) Pre- Package 17# Anodes Pricing to include site repairs: trenching, excavation, backfill, wiring, verification of system operation, and reporting	Sec. 01104 Cathodic System Troubleshooting
Belknap County	\$325.00	\$50.00	\$325.00	\$1,600.00	\$2,500.00	\$3,300.00	\$5,600.00	\$450.00
Carroll County	\$325.00	\$50.00	\$325.00	\$1,950.00	\$2,500.00	\$3,300.00	\$5,600.00	\$450.00
Cheshire County	\$325.00	\$50.00	\$325.00	\$1,600.00	\$2,500.00	\$3,300.00	\$5,600.00	\$450.00
Coös County	\$325.00	\$50.00	\$325.00	\$2,450.00	\$2,500.00	\$3,300.00	\$5,600.00	\$450.00
Grafton County	\$325.00	\$50.00	\$325.00	\$1,950.00	\$2,500.00	\$3,300.00	\$5,600.00	\$450.00
Hillsborough County	\$325.00	\$50.00	\$325.00	\$1,350.00	\$2,500.00	\$3,300.00	\$5,600.00	\$450.00
Merrimack County	\$325.00	\$50.00	\$325.00	\$1,650.00	\$2,500.00	\$3,300.00	\$5,600.00	\$450.00
Rockingham County	\$325.00	\$50.00	\$325.00	\$1,350.00	\$2,500.00	\$3,300.00	\$5,600.00	\$450.00
Strafford County	\$325.00	\$50.00	\$325.00	\$1,600.00	\$2,500.00	\$3,300.00	\$5,600.00	\$450.00
Sullivan County	\$325.00	\$50.00	\$325.00	\$1,750.00	\$2,500.00	\$3,300.00	\$5,600.00	\$450.00

**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.

**4. PAYMENT**

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

Contractor Initials BP  
Date 2/7/18

**EXHIBIT C  
SPECIAL PROVISIONS**

There are no special provisions of this contract.

**EXHIBIT D**

RFB #2051-18 is incorporated here within.

Contractor Initials BJ  
Date 2/7/18



# PCA ENGINEERING NEW ENGLAND LLC

7 WEST END WAY, NORWELL, MA 02061

Telephone: 781-261-9688 • Fax: 781-261-9679

Regional Offices in PA, NJ, FL & VA

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**ENGINEERING • CORROSION TESTING & MATERIALS • DIVING • ENVIRONMENTAL SERVICES**

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February 7, 2018

Mr. Bertram Phillips  
PCA Engineering New England, LLC  
7 West End Way  
Norwell, MA 02061

Re: New Hampshire Contract for Storage Tank Cathodic Repair Design, Testing, Reporting, and Troubleshooting Services

I am the President of Aaron Enterprises, Inc., which is the Sole Member of PCA Engineering New England LLC. In that capacity I have the authority to employ experts to perform services for the company.

I have attached a copy of Section 5.2- Certain Powers of Manager for your reference.

I authorize you to sign the contract and any or all documentation in regards to PCA Engineering New England LLC and the State of New Hampshire.

If the State of New Hampshire needs anything else from me please let me know.

Thank you,

A handwritten signature in cursive script that reads "Joyce Kogut".

Joyce Kogut  
President Aaron Enterprises, Inc.

860.682.9500

Joyce@Kogutbusiness.com





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/23/18

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Aon Risk Services, Inc of Florida 1001 Brickell Bay Drive, Suite #1100 Miami, FL 33131-4937	<b>CONTACT NAME:</b> Aon Risk Services, Inc of Florida <b>PHONE (A/C, No, Ext):</b> 800-743-8130 <b>EMAIL ADDRESS:</b> ADP.COI.Center@Aon.com	<b>FAX (A/C, No):</b> 800-522-7514
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURER A :</b> New Hampshire Ins Co		<b>NAIC #</b> 23841
<b>INSURER B :</b>		
<b>INSURER C :</b>		
<b>INSURER D :</b>		
<b>INSURER E :</b>		
<b>INSURER F :</b>		

**COVERAGES** **CERTIFICATE NUMBER:** 1846248 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE AS REQUESTED.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DEC RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC 026166385 MA	07/01/17	07/01/18	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 All worksite employees working for PCA ENGINEERING OF NE LLC, paid under ADP TOTALSOURCE, INC.'s payroll, are covered under the above stated policy. PCA ENGINEERING OF NE LLC is an alternate employer under this policy.

## CERTIFICATE HOLDER

## CANCELLATION

State of New Hampshire, Administrative Services, Bureau of Purchase and Property 25 Capitol Street, Room 102 Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <i>Aon Risk Services, Inc of Florida</i>
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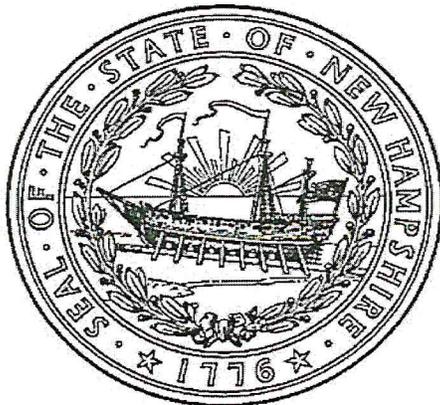
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**State of New Hampshire**  
**Department of State**

CERTIFICATE OF EXISTENCE  
OF  
PCA ENGINEERING NEW ENGLAND LLC

This is to certify that **PCA ENGINEERING NEW ENGLAND LLC** is registered in this office as a **Connecticut Limited Liability Company** to transact business in New Hampshire on 3/6/2018 1:18:00 PM.

Business ID: 789541



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 6th day of March A.D. 2018

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

William M. Gardner  
Secretary of State