



State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES

Winnepesaukee River Basin Program

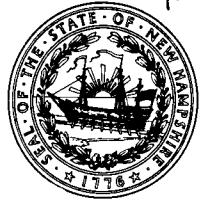
Wastewater Treatment Plant

P.O. Box 68 • Franklin, NH • 03235

603-934-4032

FAX 603-934-4831

March 6, 2015



Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTIONS

(1) Authorize the Department of Environmental Services (DES) to enter into an agreement with Resource Management, Inc., Holderness, New Hampshire (VC# 157742) in the amount of \$568,560.00 for biosolids management services at the Franklin Wastewater Treatment Facility, effective from July 1, 2015 through June 30, 2020. 100% WRBP Funds.

(2) Further authorize DES to establish a contingency amount of \$135,231 to cover unforeseen costs that may be incurred during the contract period, effective from July 1, 2015 through June 30, 2020. 100% WRBP Funds.

Funding is available in the following account with the authority to adjust encumbrances in each of the State fiscal years through the Budget office, if needed and justified. Funding for FY2016-2020 is contingent upon continuing appropriations and availability of funding.

03-44-44-442010-1300-048-500226

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

<u>Fiscal Year</u>	<u>Base Cost</u>	<u>Contingent Costs</u>	<u>Total Amount</u>
2016	\$106,030	\$25,322	\$131,352
2017	\$109,733	\$26,154	\$135,887
2018	\$113,574	\$27,016	\$140,590
2019	\$117,553	\$27,908	\$145,461
2020	\$121,670	\$28,831	\$150,501
Total Contract Price Limitation	\$568,560	\$135,231	\$703,791

EXPLANATION

The Franklin Wastewater Treatment Plant (WWTP) is the regional treatment facility owned by the state and operated by DES under the Winnepesaukee River Basin Program (WRBP). The major components of the DES-WRBP system include 14 wastewater pumping stations, 55 miles of large diameter interceptor sewers, a maintenance compound in Laconia, and the Franklin WWTP that currently treats an average of 5.5 million gallons per day of wastewater. The DES-WRBP operates these facilities on behalf of the ten (10) members

- CONCORD OFFICE -

29 Hazen Drive, P.O. Box 95, Concord, NH 03302-0095

603-271-3504

TDD Access: Relay NH 1-800-735-2964

served by the system – Bay District (sewered portions of Moultonborough and Center Harbor), Meredith, Gilford, Laconia, Sanbornton, Belmont, Tilton, Northfield, Franklin, and the Lakes Region Facility. The WWTP also provides septage disposal services to over 70 communities throughout New Hampshire. This agreement provides for the continued operation and management of a program for managing the residuals (biosolids) created by the treatment processes at the Franklin WWTP.

A Request for Proposals (RFP) was prepared and sent to eight (8) firms known to perform wastewater sludge disposal and/or biosolids management services. The RFP was also advertised in The Union Leader newspaper and posted on the Department of Administrative Services Purchase and Property website. The WRBP requested that services options, including but not limited to land application, incineration, waste to energy, off site composting, landfilling, or use as landfill cover, be submitted for consideration. The 5-year service term provides the WRBP with the assurance of a stable contractor to provide for the turnkey transport and disposal or beneficial reuse of the Class B biosolids currently produced by the Franklin WWTP.

Responses to the RFP are as follows:

<u>Firm Name</u>	<u>Base Service Contract Cost Quote</u>
Resource Management, Inc., Holderness, NH	\$568,560.00
Cassella Waste Systems, Inc., Concord, NH	\$615,443.43
ENPRO Services, Inc., Pembroke, NH	Submitted letter citing choice not to propose
We-Care Organics, Jordan, NY	No Response
Synagro Northeast	No Response
Agresource	No Response
Lystek	No Response
NEFCO	No Response

As a result of the quotes and due diligence to confirm the qualifications and capabilities of the respondents, we wish to award the contract to Resource Management, Inc. (RMI). This firm has satisfactorily performed similar services for the WRBP for the last 20 years and has the resources necessary to provide the required services over the term of the contract. Compensation is based on the turnkey cost per ton of biosolids collected, transported and land applied. The volume of biosolids generated has been estimated at 2300 tons per year based on the average of the previous 5 years. Accordingly, the total contract cost in any year depends upon the actual quantity of biosolids produced at the WWTP during that year, which is related to the loading the plant receives from users connected to the sewer system and septage received at the plant. A contingency for out-of-pocket expenses due to assistance managing off-specification solids generated by the WRBP or management of above average biosolids volumes is also shown on Exhibit B.

The agreement with RMI also has added benefits for the WRBP and the communities that pay its operating costs. Corn and hay fields in Concord, Boscawen, Franklin and many other communities are now benefiting from the application of WRBP biosolids. The use of biosolids allows farmers to reduce their costs for fertilizer while still keeping their land healthy and productive. Keeping such land productive and preserving open space maintains an important quality of New Hampshire's environment and promotes a strong

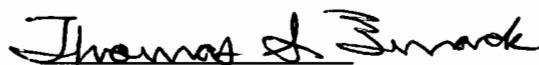
Her Excellency, Governor Margaret Wood Hassan
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Page 3

economy. RMI provides WRBP biosolids to area farmers at no cost to them and provides training to the farmers on issues relating to the use of biosolids, such as application rates, setbacks, etc. The nutrients and soil improvement constituents in the biosolids are thereby recycled to area croplands while greatly lowering the cost to the WRBP in managing these materials, and ultimately to the sewer users who pay all the operating costs of the treatment facility.

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

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

We respectfully request your approval.

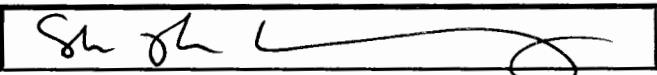
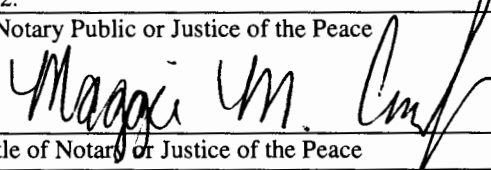


Thomas S. Burack, Commissioner

Subject: Biosolids Management Services FORM NUMBER P-37 (version 1/09)

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name <u>Department of Environmental Services</u>		1.2 State Agency Address <u>29 Hazen Drive, Concord, NH 03302</u>	
1.3 Contractor Name <u>Resource Management, Inc.</u>		1.4 Contractor Address <u>1171 NH Route 175, Holderness, NH 03245</u>	
1.5 Contractor Phone Number <u>603-536-8900</u>	1.6 Account Number <u>03-44-44-442010-1300-048-500226</u>	1.7 Completion Date <u>June 30, 2020</u>	1.8 Price Limitation <u>\$703,791.00</u>
1.9 Contracting Officer for State Agency <u>Sharon A. McMillin, WRBP Administrator</u>		1.10 State Agency Telephone Number <u>603-934-4032</u>	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory <u>Shelagh Connelly, President</u>	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Grafton</u> On <u>2/25/15</u> , 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  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Maggie M Crawford, Notary</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <u>Thomas S. Burack, Commissioner</u>	
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) By: <u>Chet C. Ari</u> On: <u>4/2/15</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

Handwritten notes:
2/25/15
5/15/15

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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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. 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.

Contractor Initials 
Date 2/25/15

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 consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written 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 \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance 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 fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

Contractor Initials *SPC*
Date *2/25/15*

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) 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.

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

The selected service provider shall provide the appropriate containers for loading dewatered sludge cake for removal from the Franklin WWTP operated by the WRBP. The selected service provider will remove the dewatered wastewater biosolids such that dewatering operations can proceed during the WRBP's regular work hours (7:00 am to 3:00 pm). All biosolids shall be hauled off site as soon as possible after dewatering. The WRBP is also requesting that any additional services or biosolids management options, including but not limited to land application, incineration, waste to energy, off site composting, landfilling, or use as landfill cover, be submitted for consideration and included in the cost proposal on Exhibit B. All fees including transportation costs shall be provided on a "per wet ton" basis. Compensation is based on the turnkey cost per ton of biosolids collected, transported and land applied. The volume of biosolids generated has been estimated at 2300 tons per year based on the average of the previous 5 years. Accordingly, the total contract cost in any year depends upon the actual quantity of biosolids produced at the WWTP during that year, which is related to the loading the plant receives from users connected to the sewer system and septage received at the plant, plus a contingency for out-of-pocket expenses and management of above average biosolids volumes as shown on Exhibit B. The basis and method of calculation for any proposed surcharges must be stipulated on Exhibit B and described in the proposal narrative.

The selected service provider will be a professional firm that is regularly engaged in biosolids management. The bid will be awarded to the lowest responsive and responsible bidder. Selection shall be based on possession of the necessary experience, organization, technical and professional qualifications, skills and facilities, project understanding, approach, ability to comply with proposed or required time of completion or performance and possession of a satisfactory record of performance and cost. The WRBP may reject any and all of the bids on any basis without disclosure of a reason. The failure to make such a disclosure shall not result in accrual of any right, claim or cause of action by any unsuccessful bidder against the WRBP.

Background

The Franklin WWTP, located at 253 River Street in Franklin, NH, is a secondary wastewater facility with an average daily flow of 5.5 million gallons per day and a sanitary design capacity of 11.5 million gallons per day. The WWTP operates an anaerobic digester which digests both primary and secondary sludge. The biosolids are designated Class B Biosolids after anaerobic digestion. Biosolids are presently dewatered via centrifuges, Monday through Friday. Dewatered biosolids are then dropped into one of two roll-off containers with automated leveling devices located in the two bays beneath the dewatering room. The two bays have a maximum length limit of 23.5 feet from the loading dock to the roll-up door. The roll off container must totally fit inside the bays. Currently, forty-yard roll offs (with installed leveling devices) with nominal dimensions of 8-foot height, 8-foot width, and 23.5-foot length are being used.

Estimated Quantities and Quality

The Franklin WWTP generated 2,136 wet tons of biosolids in FY2014 (see Appendix 1 for details). The Franklin WWTP currently produces Class B biosolids that have been dewatered to an average of approximately 25% total solids (see Appendix 2 for additional details). The WRBP routinely performs analysis of our biosolids. The results of all the analysis performed on the biosolids in 2014 as well as the concentrations of Nitrogen and Phosphorus for the last five years are included in Appendix 2 of the RFQ. The WRBP is in compliance with its Sludge Quality Generator's permit.

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Equipment and Transportation

The contractor shall furnish sufficient specially-equipped roll-offs and transport vehicles to complete the scope of work. At minimum, two specially-equipped roll-off containers shall be provided and maintained over the term of the contract. Roll-off and transport vehicles shall be the type(s) approved for this application by the Franklin WWTP. Contractor shall own, install, maintain, repair, and replace all equipment, including but not limited to the roll-off containers and complete leveling system, as necessary to allow required dewatering operations to continue for the duration of the contract. General requirements for vehicles hauling biosolids are that the hauler is licensed to transport this material, that the vehicles have watertight bodies, and that they are properly equipped and fitted with seals to prohibit spillage or drainage. The contractor's equipment for loading and transport shall be compatible with the loading area. Equipment shall be maintained in a condition acceptable to the WRBP.

The roll-offs (equipped with automated biosolids leveling mechanism and covers) and transport vehicles shall be cleaned as often as necessary to prevent the deposit of biosolids on the exterior of the vehicle or on the roadways. This cleaning shall include, but is not limited to external surfaces, wheels, and undercarriages. The Franklin WWTP has a designated containment area located just outside the biosolids roll-off bays. Vehicles shall be loaded within all legal weight limits. It shall be the sole responsibility of the contractor and his drivers to monitor the load of each truck to ensure a legal weight. All haul routes to any permitted disposal site in any jurisdiction shall be determined in accordance with all applicable federal, state and local laws, ordinances, permits, rules, and regulations . The WRBP assumes no liability for equipment or vehicles stored overnight at our facilities.

Transportation

No biosolids may be utilized or disposed of improperly or in a non-licensed, non-qualified/non-state approved manner. To do so will constitute a violation of the contract between the respective parties. The service provider will assume all responsibility for the safe handling, transport and disposal of the biosolids and take title of the material after it leaves the treatment facility. The container used for hauling biosolids must be liquid tight and meet all federal and state standards and must be empty when delivered to the Franklin WWTP. The truck used for hauling shall have a valid Sludge Hauler Permit in accordance with New Hampshire Department of Environmental Services Env-Wq800 regulations.

Determination of Quantity Removed

The quantity of biosolids loaded on a vehicle will be recorded as mutually agreed upon by the Franklin WWTP Chief Operator and the contractor. Each load shall be weighed and the weight (wet ton) of biosolids removed from the Franklin WWTP determined. If the service provider cannot weigh a particular load, then the estimated weight of the load (calculated from the average weight of all the loads transported in the previous calendar month) will be used to determine the payment owed to the service provider. The contractor shall provide to the Franklin WWTP documentation confirming the weight of each load, such as a copy of a load sheet for each vehicle used for disposal which details at least the following information:

- date of removal
- truck number
- each weight of full truck
- each weight of empty truck
- calculated weight of biosolids removed

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Spills and Clean-Up

The contractor shall keep his hauling route, equipment, and work area neat and clean, and shall bear all responsibility for the cleanup of any spill which occurs during the transportation of biosolids. The contractor shall notify the Franklin WWTP immediately should any spill occur which violates any permit condition or applicable regulation of any entity having jurisdiction over the contractor's operation. The clean-up of any biosolids which are dumped, spilled, or discarded in any location other than the site authorized for that purpose shall be the sole responsibility of the contractor and conducted by the contractor, or at his sole expense, in accordance with all applicable Laws.

Biosolids Management by land application or other means

It is the sole responsibility of the contractor to obtain the necessary permits for all sites receiving and managing biosolids for land application or other proposed management options and for any off-site interim storage facilities. Prior to commencing any work, the contractor shall obtain and furnish the WRBP with copies of all the necessary approvals and permits required by all government units and regulatory agencies for the transportation and land application or other means of management/disposal of the biosolids. Any and all soil testing or pH adjustment of the soil, necessary for the land application of biosolids is the sole responsibility of the contractor. Any required testing for other means of management and disposal of the biosolids is the responsibility of the contractor. The contractor shall assure that the WRBP, or its representatives, shall be afforded the right of access to all permitted sites where the Franklin WWTP biosolids are being land applied, however, in no event shall the WRBP be obligated to inspect the site for the contractor's compliance with the Law or assume the contractor's liability for such compliance.

In the event that WRBP experiences an interruption in solids handling processes, cannot meet class B requirements, or creates stabilized solids, the residuals shall be treated at RMI's Residuals Management Facility in New Hampton and the WRBP shall pay the unstabilized solids contingency cost shown on Exhibit B. If the residuals cannot be utilize/disposed by RMI by land application, RMI shall promptly notify the WRBP and at its option the WRBP may (1) direct RMI to dispose or recycle non-standard solids at an approved alternative outlet whereby WRBP shall pay to RMI all actual costs incurred, inclusive of trucking, plus a surcharge of 20%, or (2) assume direct responsibility for disposal of eh non-standard solids.

Reports/Permits

The service provider shall complete all permitting and reporting activities necessary to carry out the proposed biosolids disposal activity and to comply with all federal, state and local laws. All costs associated with these activities shall be borne by the service provider. Any additional testing beyond NH sludge quality certification testing requirements shall be the responsibility of the service provider. The Service provider will be responsible for all testing and reports in accordance with federal and state regulations governing the disposal of biosolids. The service provider and the WRBP will promptly provide to each other all laboratory analyses and information which they obtain regarding the biosolids and which are required for regulatory reporting or necessary to implement their mutual obligations pursuant to the contract.

Payment

Payment shall be made on the basis of actual wet tons hauled. The contractor shall submit invoices to the Franklin WWTP for the hauling and application of biosolids on at least a monthly basis for the

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previous calendar 5 months activity. The invoices shall show the number of wet tons hauled from the Franklin WWTP facility, stockpiled and/or land applied and/or managed by other means for the given month. In the event that the WRBP and NH Sludge Management Rules allow the material generated by the Franklin WWTP to be stockpiled at the wastewater treatment plant fields on land owned by the State, the WRBP will only pay when the material is actually land applied or managed off site. No material generated by other facilities shall be stockpiled on the WWTP fields. Each invoice shall be accompanied by a current waiver of lien including an affidavit disclosing any subcontractors, if any, to be paid and corresponding lien waivers all in a form as approved by the Franklin WWTP. The invoices will be subjected to verification and approval by the Franklin WWTP and in the event that no discrepancies exist, will be paid within thirty (30) days of approval of the submitted invoices and any required waiver of liens.

Penalties

If the service provider fails to perform its services as described in the contract and the service provider's actions or lack of action results in additional costs to the WRBP, said costs would be deducted from the contract price plus an additional ten percent (10%) annually. Contractor is solely responsible for compliance with applicable transportation, safety and sludge management permits, rules and regulations. Costs include, but are not limited to, expenses incurred as the result of negligence, omission, wrongdoing or non-performance, or non-compliance by the service provider. In addition, any costs that are the result of default of the contract such as, but not limited to, consulting fees, legal fees, fines, laboratory analysis costs, additional disposal costs and alternative trucking costs shall be the responsibility of the service provider.

Contract Period

It is the intention of the WRBP to award this contract for a period of five (5) years beginning on July 1, 2015. The state fiscal year runs from July 1st to June 30th of the subsequent year.

The contract term shall be for a 5 year period from July 1, 2015 through June 30, 2020. The total cost for the scope of work for the 5 year term plus an annual contingency for any additional required work shall be the contract price limitation. The contract may be terminated at any time at the sole discretion of the WRBP.

The Request for Quotations dated December 5, 2014 and any addenda thereto are incorporated herein by reference.

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EXHIBIT B

EXAMPLE	FY16	FY17	FY18	FY19	FY20
1. Turnkey Cost/wet ton (all inclusive cost except weighing) assume 2300 wet tons/FY in base cost	\$ 68.65	\$ 47.71	\$ 49.38	\$ 51.11	\$ 52.90
(escalator - %/year over previous FY)	3.00%	3.5	3.5	3.5	3.5
2. Weigh scale cost per event ² cost plus indicated % # of events/FY for 2,300 wet tons	\$ 15	\$ 50.00	\$ 50.00	\$ 50.00	\$ 50.00
	10%				
	100				
	\$/FY \$ 2,250	\$ 0	\$ 0	\$ 0	\$ 0
3. Fuel Surcharge/wet ton ² assumed cost \$/gallon/FY \$/gallon surcharge proposed in FY16 schedule estimated gallons/FY (based on proposed site locations)	\$/gal \$ 2.50	2.75	3.00	3.25	3.50
	\$/gal 0.56	0	0	0	0
	gal 4500				
	\$	\$	\$	\$	\$
Gallons/FY * surcharge on amount over base cost	\$/FY \$ 2,520.00	\$ 0	\$ 0	\$ 0	\$ 0
Biosolids Management Costs for 2,300 wet tons/FY	\$ 162,665.00	\$ 109,733.00	\$ 113,574.00	\$ 117,553.00	\$ 121,670.00
Sum of items 1, 2, and 3 above for the quantities indicated	\$ 162,665.00	\$ 109,733.00	\$ 113,574.00	\$ 117,553.00	\$ 121,670.00
Total Base Service Contract Cost: FY16+FY17+FY18+FY19+FY20	\$ 568,560.00				

SL 62 ✓
 President RMT
 1/22/15

**EXHIBIT B - CONTINUED
CONTINGENT COSTS³**

EXAMPLE	FY16	FY17	FY18	FY19	FY20
Trucking only cost, if applicable ²					
Describe when applicable and estimated \$/FY	\$ 95	\$ 98.33	\$ 101.77	\$ 105.33	\$ 109.01
Trucking to permitted field adjacent to WWTF	30	30	30	30	30
	\$ 2,850.00	\$ 2,949.75	\$ 3,052.99	\$ 3,159.85	\$ 3,270.44
Permit or reporting fees, if any	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
cost plus indicated % ²	10%	%	%	%	%
Assume 1 event/FY unless proposed otherwise \$/FY	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Soil/biosolids Lab testing fees, if any	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
cost plus indicated % ²	10%	%	%	%	%
Assume 1 event/FY unless proposed otherwise \$/FY	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Other costs : describe <u>Unstabilized Solids</u>					
Unit of measure (\$/Ton, Hr., each) ¹	\$ 98.00	\$ 101.43	\$ 104.98	\$ 108.65	\$ 112.46
Assume 1 event/FY unless proposed otherwise \$/FY	\$ 1,470.00	\$ 1,521.45	\$ 1,574.70	\$ 1,629.82	\$ 1,686.86
Other costs : describe <u>Non-standard Solids</u>					
Unit of measure (\$/Ton, Hr., each) ¹					
Assume 1 event/FY unless proposed otherwise \$/FY	\$ 1910	\$ 1923.3	\$ 1937.07	\$ 1951.31	\$ 1966.06
Costs for "light" loads less than 15 wet tons - only if at the request of the WRBP					
Per load minimum weight, if applicable ¹	15	15	15	15	15
Trucking only, if applicable ¹	\$/Hr.				
Other proposed means to assess costs, if applicable ¹	(describe and enter unit and proposed cost)				
Assume 1 event/FY unless proposed otherwise \$/FY	\$ 6691.50	\$ 7215.65	\$ 7460.70	\$ 7666.65	\$ 7933.50
Biosolids Management Costs for an additional 400 wet tons/FY	\$ 18,400.00	\$ 19,044	\$ 19,710.54	\$ 20,400.41	\$ 21,114.42
Sum per FY from Exhibit B page 1					
Biosolids Management Contingent Costs per FY	\$ 25321.50	\$ 26154.15	\$ 27016.00	\$ 27908.04	\$ 28831.28
Sum of items above for the quantities indicated					

Notes:

1. Submittal shall describe method of biosolids management and Exhibit B shall include all associated costs for the proposed method
2. Submittals shall include a complete description of when surcharges or fees apply and the basis of their cost as well as any proposed calculations or escalator(s).
3. The WRBP reserves the right to add an additional contingency amount in each contract FY in the event that more than 2300 wet tons of biosolids are produced or that unforeseen events incur additional testing or other costs including, but not limited to, those described above.

Handwritten signature/initials

EXHIBIT B - CONTINUED

Payment Terms

1. Payment shall be made on the basis of actual wet tons hauled.
2. The contractor shall submit invoices to the Franklin WWTP for the hauling and application of biosolids on at least a monthly basis for the previous calendar 5 months activity. The invoices shall show the number of wet tons hauled from the Franklin WWTP facility, stockpiled and/or land applied and/or managed by other means for the given month. In the event that the WRBP and NH Sludge Management Rules allow the material generated by the Franklin WWTP to be stockpiled at the wastewater treatment plant fields on land owned by the State, the WRBP will only pay when the material is actually land applied or managed off site.
3. Each invoice shall be accompanied by a current waiver of lien including an affidavit disclosing any subcontractors, if any, to be paid and corresponding lien waivers all in a form as approved by the Franklin WWTP.
4. The invoices will be subjected to verification and approval by the Franklin WWTP and in the event that no discrepancies exist, will be paid within thirty (30) days of approval of the submitted invoices and any required waiver of liens.
5. If the service provider fails to perform its services as described in the contract and the service provider's actions or lack of action results in additional costs to the WRBP, said costs would be deducted from the contract price plus an additional ten percent (10%) annually.
6. Contractor is solely responsible for compliance with applicable transportation, safety and sludge management permits, rules and regulations. Costs include, but are not limited to, expenses incurred as the result of negligence, omission, wrongdoing or non-performance, or non-compliance by the service provider. In addition, any costs that are the result of default of the contract such as, but not limited to, consulting fees, legal fees, fines, laboratory analysis costs, additional disposal costs and alternative trucking costs shall be the responsibility of the service provider.

Contractor Initials SAC
Date 4-7-15

EXHIBIT "C"
SPECIAL PROVISIONS

Item 1:

Delete P-37 Agreement item 14.1.1 which reads: "comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence;"

Replace P-37 Agreement item 14.1.1 with the following: "comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence or in amounts of no less than \$1,000,000 per occurrence and no less than \$1,000,000 excess/umbrella liability insurance".

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State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that RESOURCE MANAGEMENT, INC. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on November 22, 1994. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 9th day of April, A.D. 2015

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

William M. Gardner
Secretary of State



Resource Management, Inc.

Corporate Resolution

I, Charles G. Hanson, hereby certify that I am the duly elected and acting Secretary of Resource Management, Inc., a New Hampshire Corporation, and that by unanimous written consent by the board of Directors of Resource Management, Inc. pursuant to New Hampshire RSA 293-A:8.21, resolutions dated February 26, 2015, of which the following are true copies, were unanimously adopted:

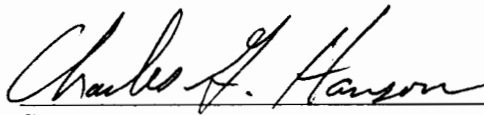
RESOLVED that Shelagh A. Connelly, President of the corporation, be authorized, empowered and directed to execute, on behalf of the corporation, Contract for Biosolids Management Services for Fiscal Years 2016 through 2020 with the State of New Hampshire Department of Environmental Services - Water Division.

RESOLVED that the Secretary of the corporation, Charles G. Hanson, be authorized empowered and directed to sign, and to seal with the corporate seal, a Certificate of the foregoing action.

I further certify that Shelagh A. Connelly is the duly elected President of Resource Management, Inc. has accepted said office, and is acting therein.

I further certify that the foregoing resolutions remain in full force and effect.

In Witness Whereof, I have signed my name and affixed the seal of the corporation this 26th of February 2015.


Secretary





CERTIFICATE OF LIABILITY INSURANCE

RESOU-1

OP ID: V3

DATE (MM/DD/YYYY)
02/26/2015

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 be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Colby Insurance Group, Inc. <input type="checkbox"/> The Gallery Suite 211 <input type="checkbox"/> 276 Newport Road <input type="checkbox"/> New London, NH 03257 <input type="checkbox"/> Michelle L. Pigeon	CONTACT NAME: Michelle L. Pigeon
	PHONE (A/C, No., Ext): 603-526-2451 FAX (A/C, No): 603-526-2903 E-MAIL ADDRESS: mpigeon@colby-group.com
INSURED Resource Management Inc. <input type="checkbox"/> 1171 NH Route 175 <input type="checkbox"/> Holderness, NH 03245	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A : Nationwide Agribusiness
	INSURER B :
	INSURER C :
	INSURER D :
	INSURER E :

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


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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			COP135440A/135440	06/01/2014	06/01/2015	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 250,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			CPP135440A	06/01/2014	06/01/2015	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (PER ACCIDENT)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			CU135440A/135440	06/01/2014	06/01/2015	EACH OCCURRENCE	\$ 5,000,000
							AGGREGATE	\$ 5,000,000
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WCC135440A	06/01/2014	06/01/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Property			COP135440A/135440	06/01/2014	06/01/2015	Building	176,420
							Building	421,736

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: Contract for Biosolids Management Services

**CERTIFICATE HOLDER****CANCELLATION**

State of New Hampshire <input type="checkbox"/> Dept. of Environmental Service <input type="checkbox"/> Winnepesaukee River Basin <input type="checkbox"/> PO Box 68 <input type="checkbox"/> Franklin, NH 03235	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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