



The 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

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January 16, 2019

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Environmental Services (DES) to enter into an agreement with P & H Senesac, Inc. (VC# 219630) Milton, Vermont in the amount of \$69,000.00 for digester cleaning and sludge dewatering, effective upon Governor and Council approval through May 31, 2019. 100% WRBP Funds.

Funding is available in the account as follows:

	<u>FY 19</u>
03-44-44-442010-1300-048-500226	\$69,000
Dept Environmental Services, Winnepesaukee River Basin, Contractual Maintenance- Bldg&Grnds	

EXPLANATION

This contract will include the services required to remove and dewater approximately 220,000 gallons of sludge from Primary Digester #1, with much of this volume consisting of a dense mat of grit, rags, hair, grease and plastics in the slurry of sewage sludge. Accumulation of such material in the digesters is undesirable for several reasons, including the potential of clogging the sludge piping lines out of the tanks and damaging, or at least interfering with, the operation of the sludge pumps and centrifuges. Also, grit and rags are basically inert and their presence reduces the volume of active material in the digester and, hence, its performance. In addition, the vessels need to be periodically emptied so that the metalwork in the digester covers may be inspected and painted, if necessary. Primary Digester #1 has been in service continuously since it was last cleaned in 2013.

The Franklin wastewater treatment plant uses anaerobic digesters to stabilize solids generated from the treatment of wastewater and septage and to meet state and federal sludge regulations. There are a total of four digestion tanks – two primary and two secondary. Each has a volume of about 600,000 gallons and is very deep, having sidewall depths of 28.5 feet and a sloped, cone-shaped bottom with an additional depth of 7.5 feet. Because all four digesters are in operation throughout the summer and autumn months, and due to our solids loading at the treatment plant, Primary Digester #1 will not be

available for cleaning until April 15, 2019. During early 2019, the tank is scheduled to be emptied by WRBP staff from its full volume of 600,000 gallons to 220,000 gallons. Removal of the remaining material must be accomplished by specialized heavy duty pumping equipment or vacuums, neither of which is owned by the WRBP because of the program's infrequent need for such equipment.

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

<u>Company</u>	<u>Quotation</u>
P&H Senesac Inc., Milton, VT	\$69,000.00
Denali Water Solutions, LLC. Easthampton, MA	\$79,457.00
Synagro Northeast Inc., Berwick, ME	No Bid Letter
Cassella, Charlestown, MA	No response
Clean Harbors, Norwell, MA	No response

As a result of the bids we wish to award the contract to the low bidder, P&H Senesac, Inc. This firm has successfully performed such services for the WRBP in the past.

We 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.

  
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Robert R. Scott, Commissioner

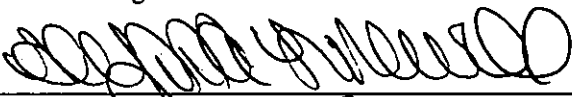
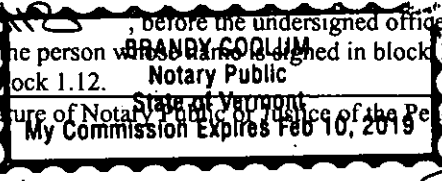
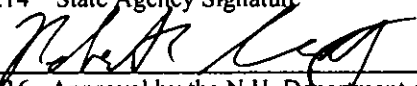
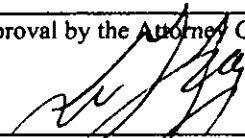

**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive, Concord, NH 03302	
1.3 Contractor Name P & H Senesac, Inc.		1.4 Contractor Address PO Box 577, Milton, VT 05468	
1.5 Contractor Phone Number 802-524-7013	1.6 Account Number 03-44-44-442010-1300-048-500226	1.7 Completion Date May 31, 2019	1.8 Price Limitation \$69,000.00
1.9 Contracting Officer for State Agency Sharon A. McMillin		1.10 State Agency Telephone Number 603-934-4032	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory AUSA NEWELL SECRETARY TREASURER	
1.13 Acknowledgement: State of <u>VT</u> , County of <u>CHITTENDEN</u> On <u>2/23/19</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person who signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12. Notary Public			
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 Brandy Coolum Customer Service Representative			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Robert R. Scott, Commissioner, NHDES Date: 1-23-19	
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: 2/5/19			
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 80:7c 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 91A 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.

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## **EXHIBIT "A"**

### **THE SERVICES**

#### **BACKGROUND**

To meet EPA's 503 sludge regulations, the WRBP Franklin wastewater treatment plant (WWTP) utilizes anaerobic digestion to stabilize solids generated from the treatment of wastewater and septage. There are four digestion tanks - two primary and two secondary digesters. They are 60 feet in diameter. Each has a working volume of about 600,000 gallons, having sidewall depths of 28.5 feet and a sloped, cone-shaped bottom with an additional depth of 7.5 feet. The cone contains approximately 53,000 gallons, and each inch of the sidewall equals 1,765 gallons. See the attached record drawing for details.

The WWTP utilizes centrifuges for dewatering polymer-conditioned sludge from the digesters. In 2016, the treatment plant entered into a multi-year contract with a locally based firm to recycle the biosolids generated from the Franklin facility. That firm, Resource Management, Inc. (RMI) is located in Holderness, NH, and WRBP intends that RMI will recycle the material after it has been dewatered under this digester cleaning contract. The RMI contract requires that the biosolids produced by the wastewater treatment plant be in compliance with the U.S. Environmental Protection Agency's 503 sludge regulations governing anaerobically digested sludge, meet the Table 3 limits of 503.13, be suitable for land application, and be conditioned with polymer. The material in the digester meets the EPA's 40 CFR 503 Standards for Class B pathogen reduction and vector attraction reduction.

Primary Digester # 1 has been in service continuously since it was last cleaned in 2013. Historically, all but approximately 220,000 gallons of material can be removed from the tank. At this volume, the material has a typical solids content between 4 and 7 percent. Rainfall and other precipitation that may occur between the time when all but the 220,000 gallons of material is removed from the tank and the time when the selected contractor begins work will likely cause an increase in the volume, but the contract scope shall be based on the solids in the digester, which will not increase.

The material in the digester is quite dense and is covered by a mat of undetermined and variable thickness. In past cleaning of other digesters, it has been necessary to break-up and mix this mat and to add water to create a pumpable slurry. There are three (3) 27-inch access hatches and one (1) 48-inch manhole spaced around the digester cover. The digester cover cannot be removed for cleaning. Proposing firms are encouraged to take and evaluate samples of the material in the digester to aid in the preparation of their proposal.

#### **SUMMARY OF WORK**

The contractor shall remove material from the digester, screen, macerate, and then dewater it using a centrifuge and polymer to a continuous minimum of 24 percent solids. Polymer is to be supplied by the contractor. Digester material shall be screened (mesh on the screen shall be no larger than ½ inch) and then macerated to shred any material that passes through the screen. Screening and macerating is required to ensure dewatered product can be beneficially reused and land applied. This is to make sure the contractor is in compliance with New Hampshire's Sludge Management Rule Env-Wq 806.08 (f) "to minimize visible or identifiable plastics or other non-biodegradable solids". The contractor shall

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## EXHIBIT "A" - Continued THE SERVICES

dewater the digester contents to a watertight container or dump truck supplied by the contractor. The material will be removed by the contractor (as it is being dewatered by the contractor) and stockpiled outside the back gate. At the conclusion of the work, the contractor will rinse down the tank and clean up their work area to the satisfaction of the WRBP.

Dewatering of anaerobically digested sludge may result in high recycle loads to the headworks of the treatment plant which can rapidly impact the treatment process, severely degrade effluent quality, and cause us to violate our NPDES permit. The recycle is high in ammonia and BOD and, depending upon the capture rate of the dewatering equipment, recycle may also be high in suspended solids. The WRBP has experienced these problems in past contract dewatering projects or when large quantities of supernate are drawn from the digesters and recycled through the plant. The WRBP's concerns with the quality of the contractor's recycle flow are noted to make the contractor aware that the WRBP will be closely monitoring the capture rate of the dewatering process and that, on occasion, it may be necessary for us to request that the contractor take steps to reduce their recycle load to the treatment plant. These steps may include requirements such as operating the dewatering equipment to increase its capture rate or reducing the number of hours each day the contractor processes solids from the digester. Exercise of these steps shall not affect the contract cost or completion date.

**The hours of dewatering will be limited to 8 hours a day, 7:00am to 3:00pm Monday through Friday except State Holidays.** Since all four digesters are in operation throughout the summer and autumn months, and due to our solids loading at the treatment plant, **Primary Digester # 1 will not be available for cleaning until April 15, 2019. Work shall be completed by May 31, 2019.**

The contractor shall use a centrifuge to dewater the digester contents using polymer to a container or dump truck supplied by the contractor. Dewatering equipment (centrifuge) shall provide 24 percent solids and at least 95 percent solids recovery; however, the maximum concentration of Total Suspended Solids (TSS) in the recycle flow will be no greater than 250 mg/l. Once the contractor begins dewatering, samples of the digester's solids will be taken by the WRBP and tested to verify compliance with the current federal and state quality standards and the terms of the contract. The material will be removed by the contractor (as it is being dewatered by the contractor) and stockpiled outside the facility's back gate until recycled by RMI. Thus, the contractor will not need to handle the material once it has been dewatered and stockpiled. **Only dewatering using centrifuges will be allowed under this contract.** Alternative dewatering methods are not effective and have led to plant operational issues. Contractor shall provide the power (generator) required to operate the equipment necessary to fulfill contract requirements.

To summarize, the contractor shall remove material from the digester, screen and macerate the material prior to dewatering it using polymer. Polymer is to be supplied by contractor. The contractor's proposal is based on a continuous minimum 24 percent cake solids. A watertight container or watertight dump truck will be supplied by the contractor to receive dewatered sludge from the contractor's centrifuge. It is required that the digester material be screened and macerated



## EXHIBIT "A" - Continued THE SERVICES

by the contractor to remove rags and plastics to be in compliance with New Hampshire's Sludge Management Rule Env-Wq 806.08 (f). Sludge which is to be land applied shall be processed to minimize visible or identifiable plastics or other non-biodegradable solids.

### RAG SCREENING and DISPOSAL

In the past, even after macerating the sludge prior to dewatering, rags and plastics were present in the dewatered material which made the biosolids unacceptable for land application. Contractors for this project will screen out such materials prior to the macerating of the sludge. The contractor shall provide all equipment needed to screen out the plastics and rags before dewatering. The contractor shall include in their proposal, expenses for locating a disposal site, the cost of a watertight container for the screened material and the cost to properly dispose of all screened out material. Screening by the contractor shall be accomplished in a manner that does not result in sludge or liquid spills onto the ground surface (see heading below) per WRBP's "BMPs for STORMWATER MANAGEMENT" and all applicable rules and regulations.

### WRBP BEST MANAGEMENT PRACTICES (BMPs) for STORMWATER MANAGEMENT

The WRBP requires contractors to follow the plants best management practices (BMPs) to protect the storm water catch basins. The following best management practices shall apply to the contractor when dewatering Primary Digester # 1:

1. Any amount of sludge that is spilled onto the ground, including any splatters from mixing containers, will have a generous amount of lime (supplied by the contractor) spread over it as soon as the spill is detected. Once the lime has been spread over the spill, the contractor will immediately clean up the spill and deposit the sludge in the sludge container.
2. Cake from the dewatering equipment that falls onto the ground will be cleaned up immediately by the contractor. The dewatering area will be kept clean at all times.
3. While screening out the rags and mat, the contractor will pay close attention to the surrounding area for any material that falls onto the ground. The contractor will immediately pick up any material that has fallen onto the ground and deposit them into the container that is being used for the collection of such material.
4. Polymer spills will be cleaned up using vermiculite or another inert material to absorb the liquid material and then placed in the rag container.
5. The dewatered sludge will be stockpiled outside the back gate by the contractor. Because it is not uncommon for material to get in the vehicle tires when the sludge container is being emptied, the contractor shall rinse his truck down before re-entering the plant compound. The hosing down of the truck will be done each time the contractor dumps a container. Hose and water is available at the back gate for rinsing off vehicles.
6. The gate seals on the containers must be in good enough condition to prevent leakage when the gate is closed. Containers with holes in them that would cause leakage onto the ground will not be allowed to be used. No container will be allowed to leave the work site if it is leaking. It will be the contractor's responsibility to make sure containers are water tight to prevent leakage.

## EXHIBIT "A" - Continued THE SERVICES

### CONTRACTOR RESPONSIBILITIES AND ADDITIONAL PROPOSAL REQUIREMENTS

The contractor shall be responsible for the following work and for specifying in their proposal a brief narrative discussing the following:

1. The contractor will be responsible for supplying power to run their dewatering equipment and all other equipment associated with the digester cleaning work. It will be the contractor's responsibility to connect all the equipment to the power source that they have provided for the digester cleaning. A brief description of how this will be accomplished should be included in the proposal.
2. Description of the method of pumping and transferring digester contents.
3. Description of the conditioning and dewatering method, and the anticipated percent solids after dewatering (minimum 24 percent required). Dewatering equipment should provide at least 95 percent solids recovery; however, the maximum concentration of Total Suspended Solids (TSS) in the recycle flow will be no greater than 250 mg/l. Samples will be a composite sample consisting of grab samples taken throughout the day.
4. Description of the method proposed for screening and macerating the sludge.
5. Anticipated timeframe during which the project will be completed given that all work, including final rinse down and work area clean up, shall be completed by May 31, 2019.
6. Provide a summary of previous clients with whom similar projects have been performed. The summary must include company or facility name, contact person, address, telephone number, as well as a description of project including volume/quantity of solids in sludge cake and duration of project.
7. The contractor shall supply a container or dump truck for the removal of the dewatered sludge to be stockpiled on site.
8. The contractor shall supply a screening device and containers with no holes for rags and plastics which will be disposed off site at the contractor's expense.
9. Contractor shall complete Exhibits "A", "B" and "C", which will become a part of the proposed contract. The cost proposal (Exhibit "B") must include, but is not limited to, mobilization on site, cost to provide power, removal of the material from the digester, processing of rags and plastics and disposal, dewatering and stockpiling of digester contents, final rinse down of the tank, and demobilization costs. The lump sum cost includes processing/disposal of any rainwater which enters into the digester between the period when WRBP removes all but 220,000 gallons of sludge and the time the contract is completed. Included in Exhibit "B" is the payment schedule for the work.
10. After all material is removed from the tank, the digester will be hosed clean by the contractor. Wash water used by the contractor will be removed by them and discharged under the direction of WWTP staff into the manhole associated with Tunnel #4 sump. The cost of this work shall be included in the contractor's lump sum cost proposal.
11. Contractor is responsible for compliance with all applicable State, federal and local rules and regulations.

### SAFETY

## **EXHIBIT "A" - Continued THE SERVICES**

The WRBP operates an active safety program, with a safety committee and safety manual that augments DES Safety requirements. The selected contractor shall comply with all WRBP safety rules, in addition to all applicable state and federal worker safety laws and regulations, including those dealing with confined spaces.

The plant's digester covers are confined spaces (permit required) as per OSHA definition in 29 CFR Part 1910 and the NH Department of Labor Safety Regulations. Attached is Figure 7.1 taken from the WRBP's confined space policy which shows expected hazards and required precautions for these confined spaces. Prior to beginning work, the contractor must provide WRBP a copy of the confined space program that the contractor intends to follow or provide details of the contractor's confined space program. Exhibit "C" of the contract shall contain a Certification Statement from the contractor stating compliance with OSHA confined space regulations. The contractor is responsible for all the safety equipment and procedures required in Figure 7.1, OSHA, and the contractor's confined space program.

### **WRBP RESPONSIBILITIES**

The WRBP will provide an unlimited amount of plant water (60 psi) for dilution and wash water. A manhole accessing Tunnel #4 sump that is located in the area where the contractor will be working will be used to discharge centrate from the contractor's dewatering equipment. The WRBP will provide a hose at the back gate for the wash down of contractor's vehicles.

The contractor's work shall be monitored by the WRBP to assure that a continuous minimum of 24 percent cake solids and the centrate TSS of 250 mg/l is provided by the contractor. The monitoring shall consist of a daily composite sample of dewatered sludge, taken over the course of the workday by plant staff, which shall be tested for "percent solids". In addition to the daily composite sample, the WRBP will obtain and analyze discrete samples of the dewatered sludge to ensure contractor compliance with 24 percent minimum cake solids.

### **BASIS OF AWARD**

The WRBP reserves the right to determine what constitutes a conforming proposal; to determine if a firm or individual is qualified; to waive irregularities that it considers not material to the proposal; and award the contract solely as it deems to be in the best interest of the State. Basis of award is the lowest total price submitted from a qualified firm as is in the best interest of the WRBP.

### **THE CONTRACT**

The chosen contractor will be under contract to the NHDES. We include herein a blank copy of a standard state service contract (P-37 form), as well as Exhibits "A", "B" and "C" for the Agreement. Exhibit "A" The Services will be the Scope of Work which describes the services. Exhibit "B" Costs and Terms of Payment, is the form with your cost quote for the work. Exhibit "C" Special Conditions provides a form confirming that the firm has a confined space policy which complies with state and federal regulations. It is strongly suggested that you review the general conditions shown on the State

## EXHIBIT "A" - Continued THE SERVICES

contract form (P-37) including the insurance requirements contained in **Item No. 14**. Exhibits "A", "B", and "C" shall become part of the contract.

Should your firm be selected for the work, the WRBP will send you a "Notice of Intent to Award" along with a P-37 contract for execution. In addition to this form, the contract documents include: A "Corporate Resolution" authorizing the signatory to enter into a contract for the work; an insurance certificate meeting the requirements shown in the P-37; and a "Certificate of Good Standing" from the NH Secretary of State's office. **Be aware that any corporation, individual (sole proprietorship) or partnership doing business with the State must be registered and in good standing with the New Hampshire Secretary of State's Office in order to process a contract.** The contractor will be responsible for providing the WRBP with a current, original certificate issued by the NH Secretary of State dated after April 1, 2018.

Because it is necessary for the selected contractor to be registered and in good standing with the Secretary of State's office, if at the time the contractor receives the "Notice of Intent to Award" the contractor is not registered, the contractor will be allowed fourteen (14) days to complete this task. If at the end of the fourteen (14) days the contractor is not registered, it will be the WRBP's option to disregard the contractor's proposal.

When the required documents are returned, a contract will be processed through the NHDES and the NH Governor and Executive Council, a process that usually requires eight (8) to twelve (12) weeks to complete.

Information contained in the state's Request for Proposals, dated October 16, 2018 is hereby included in Exhibit "A" by reference.

**EXHIBIT "B"**  
**COST PROPOSAL AND TERMS OF PAYMENT**

COST PROPOSAL

Full payment to the contractor to complete mobilization to site, power to accomplish the work, remove and dewater Primary Digester #1 contents, rinse down digester and demoblize, as more fully described in EXHIBIT "A" and the request for Quotation.

\$69,000.00

Amount in Figures

Sixty nine thousand dollars and zero cents

Amount in Words

TERMS OF PAYMENT

The amount shown above under COST PROPOSAL shall be paid as follows:

- 1) Ten (10) percent of amount following mobilization on-site;
- 2) Eighty (80) percent of amount following satisfactory completion of dewatering operation; and
- 3) Ten (10) percent of amount following satisfactory completion of digester rinse-down, demobilization, and clean-up of work area.

Contractor to be paid within thirty (30) days of submission of invoice(s), as shown above. Approval of this work does not authorize any expenditure over the price limitation.

Remit Bill To:  
NHDES-Water Division  
Attn: Traci Knierleimen  
29 Hazen Drive, P.O. Box 95  
Concord, NH 03302-0095

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

PAH Services, Inc.

Company Name

Initials [Signature]  
Date 11/12/18

**EXHIBIT "C"**  
**SPECIAL CONDITIONS**

**Item 1- Waste Disposal**

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

**Item 2 – Confined Space**

**CONFINED SPACE CERTIFICATION**

I, Alyssa Newell of  
(Name)

P&H Senesac, Inc.  
(Company Name)

hereby certify that the confined space policy of

P&H Senesac, Inc.  
(Company Name)

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


P&H Senesac, Inc.  
(Company Name)

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

**Item 3- Attachments Pertinent to Contract Work**

Figure 7.1 depicting potential hazards and precautions associated with WRBP Digesters

Record Drawing of Primary Digester #1

Initialed   
Date 11/12/16



CORPORATE RESOLUTION

I, Paul E. Senesac III, hereby certify that I am the duly elected and acting President of P&H Senesac, Inc., a Vermont Corporation, and that by unanimous written consent by the Board of Directors of P&H Senesac, Inc., pursuant to New Hampshire RSA 293-A:150 and 193-A:44, dated 12/28/18 resolutions, of which the following are true copies, were unanimously adopted:

RESOLVED, that Alyssa Lee Newell of the Corporation, be authorized, empowered and directed to execute on behalf of the Corporation, a contract dated 12/28/18 with the Water Division, Department of Environmental Services of the State of New Hampshire for the Digester Cleaning and Dewatering.

RESOLVED that the Secretary of the Corporation, Alyssa Lee Newell, be authorized, empowered, and directed to sign, and to seal with the Corporate Seal a Certificate of the foregoing action.

I further certify that Alyssa Lee Newell is the duly elected Secretary/Treasurer of P&H Senesac, Inc. has accepted said office, and is acting therein.

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

IN WITNESS WHEREOF, I have signed my name and affixed the seal of Corporation this day of 12/28/18.

Paul E. Senesac III  
President  
[www.phsenesacinc.com](http://www.phsenesacinc.com)



# 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 P & H SENESAC, INC. is a Vermont Profit Corporation registered to transact business in New Hampshire on May 08, 1991. 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: 155573

Certificate Number : 0004225859



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 21st day of December A.D. 2018.

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

William M. Gardner  
Secretary of State





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/19/2018

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> Essex Agency, Inc. 2 Railroad Street P.O. Box 239 Essex Junction VT 05453-0239	<b>CONTACT NAME:</b> Jennie Wafer <b>PHONE (A/C, No, Ext):</b> (802) 878-5334 <b>FAX (A/C, No):</b> (802) 878-0852 <b>E-MAIL ADDRESS:</b> jwafer@essexagency.com																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td><b>INSURER A:</b> Excelsior Insurance Company</td> <td></td> <td>11045</td> </tr> <tr> <td><b>INSURER B:</b> Netherlands Insurance Company</td> <td></td> <td>24171</td> </tr> <tr> <td><b>INSURER C:</b> Liberty Mutual</td> <td></td> <td>24198</td> </tr> <tr> <td><b>INSURER D:</b></td> <td></td> <td></td> </tr> <tr> <td><b>INSURER E:</b></td> <td></td> <td></td> </tr> <tr> <td><b>INSURER F:</b></td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	<b>INSURER A:</b> Excelsior Insurance Company		11045	<b>INSURER B:</b> Netherlands Insurance Company		24171	<b>INSURER C:</b> Liberty Mutual		24198	<b>INSURER D:</b>			<b>INSURER E:</b>			<b>INSURER F:</b>	
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<b>INSURER F:</b>																					
<b>INSURED</b> P & H Senesac Inc, Paul & Helen Senesac, Senesac Assets P O Box 577 Milton VT 05468																					

**COVERAGES**      **CERTIFICATE NUMBER:** 18-19 Master      **REVISION NUMBER:**

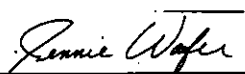
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <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 OTHER:			CBP9197322	07/16/2018	07/16/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 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
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BA9186622	07/16/2018	07/16/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Experience Mod Factor 1 \$
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CU9190423	07/16/2018	07/16/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	<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		N/A	WC9199222	07/16/2018	07/16/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Pollution			CBP9197322	07/16/2018	07/16/2019	Limit \$1,000,000

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

Re: Primary Anaerobic Digester Cleaning

The contractor agrees to give the certificate holder no less than (30) days prior written notice of cancellation or modification of the policy.

<b>CERTIFICATE HOLDER</b>  NHDES-Dept of Environmental Services Winnepesaukee River Basin Program- Franklin WWTP PO Box 68 Franklin NH 03235	<b>CANCELLATION</b>  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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