



The State of New Hampshire
Department of Environmental Services

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Robert R. Scott, Commissioner

July 26, 2018

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

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REQUESTED ACTION

Authorize the Department of Environmental Services (DES) to enter into a **SINGLE BID** agreement with Wind River Environmental, LLC (Vendor Code #259847-R001), Marlborough, MA in the amount of \$115,500.00 for grease removal and disposal services, effective upon Governor and Council approval through June 30, 2021. 100% WRBP Funds.

Funding is available in the account as follows, with the ability to adjust encumbrances in each of the state fiscal years through the Budget Office if needed and justified. Funding for FY20-21 is contingent upon the availability and continued appropriation of funds.

	<u>FY19</u>	<u>FY20</u>	<u>FY21</u>
03-44-44-442010-1300-048-500226	\$38,500	\$38,500	\$38,500
Dept. Environmental Services, Winnepesaukee River Basin, Contractual Maintenance – Bldg & Grnds			

EXPLANATION

The Department of Environmental Services (DES) under the Winnepesaukee River Basin Program (WRBP) owns and operates the regional wastewater collection and treatment facilities for ten communities in the Lakes Region. The system includes 14 pumping stations, approximately 65 miles of interceptor sewer and the wastewater treatment plant. Approval of this contract will authorize grease removal and disposal services for the treatment plant and five pump stations. This is a **SINGLE BID** agreement since only one qualified firm submitted a response to the solicitation.

Among the many constituents found in sewage are fat, oil and grease, a by-product of food preparation which is performed in the many institutions, restaurants, and the thousands of households which depend upon the WRBP system. Oil and grease accumulates in the wetwells of the pumping stations where a mat of grease, plastics and other floatable materials several inches thick will form. Grease that does not become part of the floating mat in the pumping stations flows to the plant where the grease is skimmed from the surface of settling tanks. Accumulation of grease in the wetwells is troublesome because it interferes with the level sensing devices used to control pump operation. Grease which passes through the pump stations is automatically skimmed from clarifiers at the treatment plant and transferred to scum holding tanks.

His Excellency, Governor Christopher T. Sununu

and the Honorable Council

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A Request for Quotations (RFQ) was prepared for grease removal and disposal services and sent to six (6) firms which provide this type of service. Finding a reliable grease removal and disposal firm able to provide these specialty services has become increasingly difficult and several firms have exited the market. The RFQ was advertised in the Citizen of Laconia newspaper and posted on the NH Department of Administrative Services Purchase and Property website. The RFQ details scheduled grease removal work and also provides for contingency (unscheduled emergency) services for when a WRBP pumping station or sewer line experiences unexpected grease buildup which requires the services provided under this contract. The WRBP has needed such contingent services on multiple occasions over the last few years.

The bidding results were as follows:

<u>Company</u>	<u>Scheduled Services</u>	<u>Unscheduled Services</u>	<u>Bid Total</u>
Wind River Environmental, Inc., Marlborough, MA	\$96,000	\$19,500	\$115,550
American By Products Co. Inc. Lynn, MA	-	-	No response
Baker Commodities Inc., No. Billerica, MA	-	-	No response
DJ's Septic Pumping Services, Wolfeboro, NH	-	-	No response
Felix Septic Services Inc. Manchester, NH	-	-	No response
Steward Septic Service Inc., Bradford, MA	-	-	No response

As a result of the **SINGLE BID** submitted, we wish to award the contract to Wind River Environmental, LLC. (formerly Marlin Environmental). This firm has successfully provided these services to the WRBP in the past and this contract enables the WRBP to retain a reliable firm known to be capable of performing these specialties services over the term of the contract. The contract cost limitation is the annual cost of scheduled services, plus \$6,500 per year for any necessary, unscheduled emergency services.

All of the WRBP's operating expenses are paid by the users of the system; there is no General Fund contribution to the systems operating budget.

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

We respectfully requested your approval.


Robert R. Scott, Commissioner

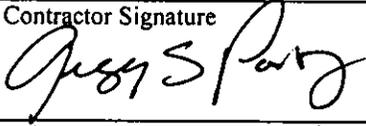
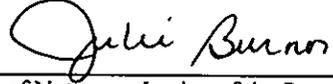
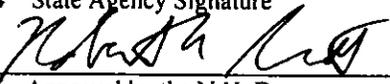
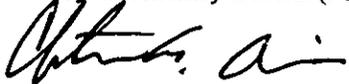
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive, Concord, NH 03302	
1.3 Contractor Name Wind River Environmental, LLC		1.4 Contractor Address 46 Lizotte Dr. Marlborough, MA 01752	
1.5 Contractor Phone Number 800-696-0761	1.6 Account Number 03-44-44-442010- 1300-048-500226	1.7 Completion Date June 30, 2021	1.8 Price Limitation \$115,500.00
1.9 Contracting Officer for State Agency Sharon McMillin		1.10 State Agency Telephone Number (603) 934-4032	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Greg S. Postage Vice President of Operations	
1.13 Acknowledgement: State of Vermont, County of Washington On 6/18/2018, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace 			
1.13.2 Name and Title of Notary or Justice of the Peace Julie Burnor Branch Manager			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Robert R. Scott Commissioner NHDES	
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: 8-7-18			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Contractor Initials
Date 4/18/18

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

EXHIBIT A
“THE SERVICES”

Item 1 **Removal and Disposal of Grease from Pump Station Wetwells**

Grease and floatable materials in the wetwells at five (5) pumping stations will be removed and disposed of at an appropriate disposal location. The cleaning operations will also include removal of grease attached to the wall along the perimeter of each well.

- A) North Main Pump Station – Laconia, NH
Annual cleaning. Wetwell dimensions: 2 at 17'x23'; approximately 18' feet below finish grade; approximately 700 gallons of grease and floatables per cleaning event. Items 1A 1B, 1C, and 1D will be scheduled concurrently when annual cleaning is performed.

- B) Jewett Brook Pump Station - Laconia, NH
Annual cleaning. Wetwell dimensions: 2 at 9.0'x11.5'; approximately 16 feet below grade; approximately 180 gallons of grease and floatables per cleaning event. Items 1A 1B, 1C, and 1D will be scheduled concurrently when annual cleaning is performed.

- C) Belmont Pump Station – Belmont, NH
Semi-annual cleaning. Wetwell dimensions: 2 at 8.5'x5', approximately 14 feet below grade; approximately 50 gallons of grease and floatables per cleaning event. Items 1A 1B, 1C, and 1D will be scheduled concurrently when annual cleaning is performed. Scheduled with item 1D when semi-annual cleaning is performed.

- D) Winnisquam Pump Station – Laconia, NH
Semi-annual cleaning. Wetwell dimensions: 2 at 12'x15'; approximately 13.5 feet below grade; approximately 700 gallons of grease and floatables per cleaning event. Items 1A 1B, 1C, and 1D will be scheduled concurrently when annual cleaning is performed. Scheduled with item 1C when semi-annual cleaning is performed.

- E) River Street Pump Station – Franklin, NH
Annual cleaning. Wetwell dimensions: 2 at 14'x14', approximately 14 feet below grade; approximately 900 gallons of grease and floatables expected per cleaning event. This task will be scheduled concurrently with Task 2A.

Item 2 **Grease Removal from Scum Pits at Wastewater Treatment Plant**

- A) Removal and disposal of grease and floatable materials from four (4) scum pits located at the WRBP wastewater treatment plant in Franklin. Each tank is approximately 4'x4'. Each pit is expected to have two feet of floatable material removed per cleaning event. At least two (2) and as many as four (4) pits will be cleaned every two (2) months. There are two (2) pits at the primary clarifiers and two (2) at the sludge thickeners. The number of pits to be cleaned will be determined by the tanks which are in service. When

EXHIBIT A
"THE SERVICES" - CONTINUED

less than four (4) pits are cleaned in any scheduled cleaning, the quoted price for the service shall be reduced by the amount per pit, as specified in Exhibit B.

- B) Two (2) pits at the secondary clarifiers will be cleaned biannually. This task shall be scheduled concurrently with Task 2A.

Item 3 **As-needed, Unscheduled Services**

The per hour cost for vactor truck and labor (2 men) for unscheduled grease removal/vactor service, and the per gallon disposal fee for grease and other floatable materials will be paid under the terms outlined in Exhibit B of this Agreement.

Contractor Responsibilities

The successful bidder shall provide all labor, materials, services, tools, equipment, transportation and facilities to complete the Scope of Work. It shall be the sole responsibility of the contractor awarded the project to comply with all local, state and federal rules and regulations in the commission of the work requested by this specification. The grease and floatable materials removed under this contract shall be disposed of by the contractor in accordance with all applicable federal, state and local regulations governing such waste. Contractor shall confirm, in writing, the disposal location for materials removed during each service. All work shall be performed in a neat and workmanlike manner in conformance with best modern trade practices by competent, experienced workers. All equipment used shall be operated in strict accordance with the manufacturer's instructions. The contractor will be solely responsible for errors or omissions; therefore, it is recommended that each bidder inspect the sites so that any questions can be answered prior to finalizing their quotation. Work must be completed during normal working hours of Monday-Friday, 7:00 A.M. to 3:15 P.M., unless otherwise mutually agreed-upon arrangements are made with the WRBP.

NHDES WRBP

The WRBP reserves the rights to change, add or delete pump stations as suits the needs of the program at the time of service. The WRBP reserves the right to determine what constitutes a conforming quotation; to determine if a firm or individual is qualified; to waive irregularities that it considers not material to the quotation; 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 as calculated from Exhibit B submitted from a qualified firm as is in the best interest of the WRBP.

Information contained in the State's Request for Quotations dated April 9, 2018 is hereby included in Exhibit A by reference.

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

SCHEDULED SERVICES

Quotations shall reflect the annual cost for each service specified below; include all travel, labor, equipment and disposal costs for the service.

	<u>FY19</u>	<u>FY20</u>	<u>FY21</u>
<u>Item 1</u>	<u>Removal and Disposal of Grease from Pump Station Wetwells</u>		
1A) North Main, once per year [Scheduled with 1B]	<u>\$2,200.00</u>	<u>\$2,200.00</u>	<u>\$2,200.00</u>
1B) Jewett Brook, once per year	<u>\$1,800.00</u>	<u>\$1,800.00</u>	<u>\$1,800.00</u>
1C) Belmont, twice per year [Scheduled with 1A, 1B, and 1D]	<u>\$2,700.00</u>	<u>\$2,700.00</u>	<u>\$2,700.00</u>
1D) Winnisquam, twice per year [Scheduled with 1A, 1B, and 1C]	<u>\$5,500.00</u>	<u>\$5,500.00</u>	<u>\$5,500.00</u>
1E) River Street, once per year [Scheduled with 2A]	<u>\$3,400.00</u>	<u>\$3,400.00</u>	<u>\$3,400.00</u>
<u>Item 2</u>	<u>Grease Removal from Scum Pits at Wastewater Treatment Plant</u>		
2A) Cleaning 4 Scum Pits at Treatment Plant Bi-monthly, 6 times per year	<u>\$15,200.00</u>	<u>\$15,200.00</u>	<u>\$15,200.00</u>
DEDUCT for 2A, per scum pit, per event when bi-monthly cleaning has less than 4 scum pits to service	<u>\$ N/A</u>	<u>\$ N/A</u>	<u>\$ N/A</u>
	<u>\$(500.00)</u>	<u>\$(500.00)</u>	<u>\$(500.00)</u>
2B) Cleaning 2 Scum Pits at Treatment Plant, twice per year [Scheduled with 2A]	<u>\$1,200.00</u>	<u>\$1,200.00</u>	<u>\$1,200.00</u>
ANNUAL SCHEDULED SERVICES TOTAL (Sum of Items 1 and 2 per year without deduct for 2A)	<u>\$32,000.00</u>	<u>\$32,000.00</u>	<u>\$32,000.00</u>

**EXHIBIT B
"COST AND TERMS OF PAYMENT" - CONTINUED**

UNSCHEDULED SERVICES

The per hour cost for unscheduled grease removal at any WRBP location, including vactor truck service, labor (2 men), and per gallon disposal fee for grease and other floatable materials.

Item 3 Unscheduled Services

	<u>FY19</u>	<u>FY20</u>	<u>FY21</u>
3A) Regular Hourly Rate (\$/hr)	<u>\$205.00</u>	<u>\$205.00</u>	<u>\$205.00</u>
[includes 2 men, travel time, equipment and cost for services]			

[For 3A Specify Minimum Service Charge
or Minimum number of hours, if applicable]

	\$ _____	\$ _____	\$ _____
or	hrs. <u>8</u>	hrs. <u>8</u>	hrs. <u>8</u>

3B) Overtime Hourly Rate (\$/hr)			
[includes 2 men, travel time, equipment and cost for services]			
	<u>\$307.50</u>	<u>\$307.50</u>	<u>\$307.50</u>

[For 3B Specify Minimum Service Charge
or Minimum number of hours, if applicable]

	\$ _____	\$ _____	\$ _____
or	hrs. <u>8</u>	hrs. <u>8</u>	hrs. <u>8</u>

Disposal Fees, per gallon in addition to that included in scheduled service cost

	<u>\$.29 gal.</u>	<u>\$.29 gal.</u>	<u>\$.29 gal.</u>
or	<u>\$ 193</u>	wet ton of grlt from Vactor Truck	

Notes:

- 1) The contract price limitation is based upon the sum of the annual routine servicing costs plus an additional \$6,500.00 per year for unscheduled service and associated disposal of material.
- 2) Contractor to be paid within thirty (30) days of submission of invoice after satisfactory completion of the work and written identification of disposal location for materials removed during each service. Approval of this contract does not authorize any expenditure over the price limitation.
- 3) For any scheduled service which occurs more than once per year, the cost per event will be determined by dividing the annual cost for that service by the number of events specified per fiscal year for that service.

Wind River Environmental, LLC.
Company Name

EXHIBIT C
"SPECIAL PROVISIONS"

CONFINED SPACE CERTIFICATION

Michael Melanson
I, *Michael Melanson*, of
(Name)

Wind River Environmental LLC.
(Company Name)

hereby certify that the confined space policy of

Wind River Environmental LLC.
(Company Name)

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

Wind River Environmental LLC.
(Company Name)

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

Initials: *MM*
Date: *4/2/18*

State of New Hampshire

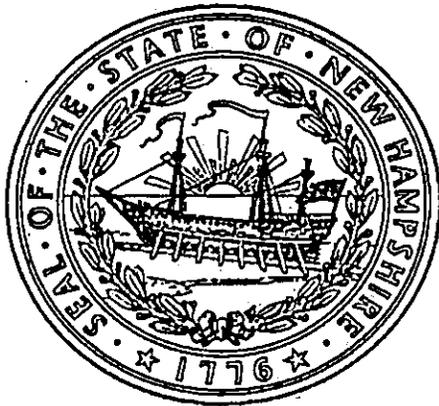
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that WIND RIVER ENVIRONMENTAL, LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on February 26, 2015. 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: 721842

Certificate Number : 0004089400



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 26th day of April A.D. 2018.

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

William M. Gardner
Secretary of State

Certificate of Authority

I, SHAUN P. KELLEY, Senior Vice President of Wind River Environmental, LLC.
Printed Name of Certifying Officer Title Name of Company

hereby certify that Gregg Postage is authorized to execute any documents
Printed Name of Person Authorized to sign
that may be necessary to enter into a contract with the State of New Hampshire.

In witness whereof, I have hereunto set my hand as the Sr. VP Operations,
Office/Position of Certifying Officer
of Wind River Environmental, LLC this 18 day of June, 2018.
Name of Company

Documents signed by the aforementioned individual are still in effect and have not been rescinded

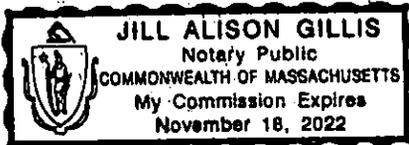
[Signature]
Signature of Certifying Officer

Notarization

State of _____
County of _____
On 7-13-18, before me, Jill Gillis,
Date Name of Notary or Justice of the Peace

the undersigned officer, personally appeared SHAUN P. KELLEY, who
Printed Name of Certifying Officer
acknowledged him/herself to be the Sr VP Operations, of Wind River Environmental, LLC,
Office/Position Name of Company
and that she/he, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

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



[Signature]
Notary Public or Justice of the Peace

(affix seal)

Commission Expires: NOV 18, 2022



CERTIFICATE OF LIABILITY INSURANCE

6/30/2019

DATE (MM/DD/YYYY)

7/11/2018

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).

PRODUCER Lockton Insurance Brokers, LLC CA License #0F15767 725 S. Figueroa Street, 35th fl. Los Angeles CA 90017 213-689-0065	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Evanston Insurance Company		35378
INSURER B: Endurance American Specialty Insurance Co.		41718
INSURER C: Liberty Surplus Insurance Corporation		10725
INSURER D: Starr Indemnity & Liability Company		38318
INSURER E:		
INSURER F:		

COVERAGES WINRI01 CERTIFICATE NUMBER: 15486614 REVISION NUMBER: XXXXXXX

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
D	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	N	N	1000090512181	6/30/2018	6/30/2019	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 \$
D	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Comp/Coll DEDX <input type="checkbox"/> Various	N	N	1000198837181 (MA) 1000198836181 (AOS)	6/30/2018 6/30/2018	6/30/2019 6/30/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
D	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	1000003291	6/30/2018	6/30/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	XS AutoLiab	N	N	MKLV5EUL101095	6/30/2018	6/30/2019	Limit: \$3,000,000
A	XS GenLiab			MKLV5EUL101095.	6/30/2018	6/30/2019	Limit: \$4,000,000
B	2nd XS Layer			ELD30000710700	6/30/2018	6/30/2019	Limit: \$5M xs \$5M
C	3rd XS Layer			100030507901	6/30/2018	6/30/2019	Limit: \$6M xs \$10M

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

Excess Liability limits for Evanston Insurance Company (Policy # MKLV5EUL101095) include \$3,000,000 excess the primary Auto Liability and \$4,000,000 excess the primary General Liability and Employers Liability.

CERTIFICATE HOLDER

15486614
New Hampshire DES- Winnepesaukee River Basin Program
PO Box 68
Franklin NH 03235

CANCELLATION See Attachment

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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Professional Liability ANE2090501.17	Limits: \$1,000,000 Occurrence \$1,000,000 Aggregate \$5,000 Retention
Policy Term: 11/3/2017-11/3/2018	
Insurer: Lloyds of London	

Contractor's Pollution Liability CPL 27779976	Limits: \$5,000,000 Occurrence \$5,000,000 Aggregate \$10,000 Deductible
Policy Term: 7/1/2017-7/1/2019	
Insurer: Commerce and Industry Insurance Company	

Rented & Leased Equipment RH3-D296566-01	Limits: \$150,000 Maximum Occurrence \$5,000 Deductible
Policy Term: 6/30/2018-6/30/2019	
Insurer: The Hanover Insurance Company	