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The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner



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May 23, 2022

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

REQUESTED ACTIONS

(1) Authorize the Department of Environmental Services (NHDES) to amend an existing contract (PO #1075154) with Normandeau Trucking, Inc., Groveton, New Hampshire (VC# 157510-B001) for biosolids transportation and disposal services at the Franklin Wastewater Treatment Facility (WWTF) by increasing the contract amount by \$1,000,005.58, to \$1,865,536.78 from \$865,531.20, and extending the contract completion date to June 30, 2024 from June 30, 2022, effective upon Governor and Council approval. The original contract was approved by the Governor and Council on June 24, 2020, Item No. 134. 100% WRBP Funds.

(2) Further authorize NHDES to establish a contingency amount of \$50,000 to cover unforeseen costs that may be incurred during the contract period, upon Governor and Council approval through June 30, 2024. 100% WRBP Funds.

Funding is available in the following account with the authority to adjust encumbrances in each of the State fiscal years through the Budget office, if needed and justified. Funding for FY2024 is contingent upon continuing appropriation and availability of funds.

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

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

<u>Fiscal Year</u>	<u>Base Cost</u>	<u>Contingent Costs</u>	<u>Total Amount</u>
2023	\$492,765.29	\$25,000.00	\$ 517,765.29
2024	\$507,240.29	\$25,000.00	\$ 532,240.29
Amendment Price Increase	\$1,000,005.58	\$50,000.00	\$1,050,005.58

EXPLANATION

This amendment seeks to extend the competitively bid contract term and increase the contract amount to provide compensation for the necessary biosolids management services contemplated in the original Governor and Council approved contract. The Franklin WWTF is the regional treatment facility owned by the State and operated by NHDES under the Winnepesaukee River Basin Program (WRBP) that serves ten

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 2

Lakes Region communities. This amendment provides for the continued operation of a program for managing the residuals (biosolids) created by the wastewater treatment processes at the Franklin WWTF.

The two-year service term in this contract has the option to extend for an additional period to provide the WRBP with the assurance of a stable contractor for the continued transport, preferably for beneficial reuse as compost, of the biosolids produced by the Franklin WWTF. Excellent and complaint-free service that Normandeau provided over the initial contract period and the lack of alternative disposal options for biosolids forms the basis of our recommendation that the Agreement should be extended. The total cost in any year depends upon the quantity of biosolids produced at the WWTF which is related to the loading the plant receives, both from sewer users connected to the system and septage received at the facility. The increase in the contract cost is due to the rapidly escalating increase in diesel fuel, labor costs, and processing costs for composting.

Note that all operating costs of the WRBP are assessed 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 amendment has been approved by the Department of Justice as to form, substance, and execution.

We respectfully request your approval of this item.


Robert R. Scott, Commissioner

**AMENDMENT NO. 1
CONTRACT #1075154**

This Agreement (hereinafter called the "Amendment #1") dated this ____ day of _____ 2022, by and between the State of New Hampshire acting by and through its Department of Environmental Services, Water Division (hereinafter referred to as the "State") and Normandeau Trucking, Inc., Groveton, New Hampshire (hereinafter referred to as the Normandeau).

WHEREAS, pursuant to an agreement (hereinafter called the "Agreement") dated June 5, 2020, and approved by the Governor and Council on June 24, 2020 at Item No. 134 as Contract #1075154, Normandeau agreed to perform certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the State of certain sums specified therein; and

WHEREAS, pursuant to the provisions of paragraph 18 of the Agreement, the Agreement may be amended, waived or discharged only by written instrument executed by the parties thereto; and

WHEREAS, Normandeau and the State have agreed to further amend the Agreement in certain respects.

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties hereto do hereby agree as follows:

1. Amendment and Modification of Agreement

The Agreement is hereby amended as follows:

A. The completion date of the Agreement (as set forth in line 1.7 of the General Provisions) is changed from June 30, 2022 to June 30, 2024, with the ability to extend the contract an additional two years upon Governor and Council approval.

B. The price limitation governing the Agreement (as set forth in line 1.8 of the General Provisions) is increased by \$1,050,005.58, from \$865,531.20 to \$1,915,536.78 (see Attachment A for FY23-FY24 pricing). This amount includes a \$25,000 contingency for each fiscal year.

2. Effective Date of Amendment

This Amendment shall take effect upon the date of approval of this Amendment by the Governor and Executive Council of the State of New Hampshire.

3. Continuation of Agreement

Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement and the obligations of the parties thereunder, shall remain in full force and effect with the terms and conditions set forth.



AMENDMENT NO. 1
CONTRACT #1075154

IN WITNESS WHEREOF, the parties set their hands as of the day and year first above written.

THE STATE OF NEW HAMPSHIRE
Department of Environmental Services

By: [Signature]
Robert R. Scott, Commissioner

DATE: 5/23/22

Normandeau Trucking, Inc.

By: [Signature] Barry Normandeau
Barry Normandeau, President

DATE: 5/2/22

Acknowledgment:

State of New Hampshire County of Cook
On this 2nd day of May, 2022 before the undersigned officer, personally
appeared Barry Normandeau
and acknowledges himself to be the President of

Normandeau Trucking, Inc., who executed the foregoing instrument for the
purposes therein contained.



IN WITNESS THEREOF, I hereunto set my hand and official seal.

[Signature] Kelley Fitch, Sec-Treas.

Name and Title of Notary Public
My Commission Expires: March 9, 2027

Approval by ATTORNEY GENERAL (Form, Substance and Execution):

[Signature]
Assistant Attorney General Signature

6/6/2022
Date

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**AMENDMENT NO. 1
CONTRACT #1075154**

Approved by the GOVERNOR and COUNCIL, this _____ day of _____, 2022



**ATTACHMENT A - AMENDMENT BUDGET
COSTS AND TERMS OF PAYMENT**

		FY23		FY24
		15.0%	\$ 82.95	\$ 85.44
1. Primary Outlet - Merrimack, NH WWTP				
Tipping Fee mark-up %/wet ton and calculated \$/wet ton	%/wet ton	15.0%	\$	15.0%
Transportation costs:				
Option #1: Per load	\$/load	\$ 1,104.00		\$ 1,153.44
or		or		or
Option #2: \$/hr (1 load max of 5 hours)	\$/hr	[]		[]
or		or		or
Option #3: \$/mile (Max 150 miles RT)	\$/mile	[]		[]
(scale available at Merrimack WWTP - no scale fees apply)				

Biosolids Costs/FY Calculation for Merrimack WWTP:

Tipping fee costs:

2400 wet tons/FY23 * \$72.13 (est. for tipping fee including 3% increase in April 2023) * proposed % mark-up \$ \$ 199,076.74

2400 wet tons/FY24* \$74.29 (est. for tipping fee including 3% increase in April 2024)* proposed %mark-up \$ \$ 205,049.04

150 loads/FY transportation under proposed option:

150* \$/load if Option #1 \$/load \$ 165,600.00 \$ 173,016.00

or or

150 * 5 hours * \$/hour if option #2 \$/hr \$ [] \$ []

or or

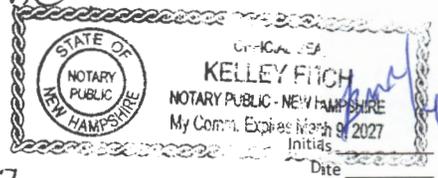
150 * 150 miles * \$/mile if option #3 \$/mile \$ [] \$ []

Second load delivered to Merrimack in one day is 1/2 transport price for that load

Total Base Service Cost/FY: \$ \$ 364,676.74 \$ \$ 378,065.04

This instrument was acknowledged before me this 18th day of April 2022 by Barry Normandeau, President of Normandeau Trucking, Inc

*Kelley Fitch
Kelley Fitch, Notary Public
Commission expires March 9 2027*



**ATTACHMENT A - AMENDMENT BUDGET
CONTINGENT COSTS**

		FY23		FY24	
			\$/Wet Ton		\$/Wet Ton
2. Contingent Outlet #1 - Casella Landfill Bethlehem, NH					
Tipping Fee mark-up %/wet ton and calculated \$/wet ton (estimated - actual tipping fees shall be basis of invoice)	%/wet ton	15%	\$ 161.00	15%	\$ 169.05
Transportation costs:					
Option #1: Per load	\$/load	\$ 1,986.25		\$ 2,046.35	
or		or		or	
Option #1: \$/hr (1 load max of 5 hours)	\$/hr				
or		or		or	
Option #2: \$/mile (Max 150 miles RT)	\$/mile				
(if scale available at landfill - no scale fees apply)					

Biosolids Costs/FY Calculation for Contingency #1 Location:

Tipping fee costs (subject to change; estimated - actual tipping fees shall be basis of invoice):

(17.5 T*10 = 170) wet tons/FY23 * \$140/T * proposed % mark-up	\$	\$ 27,370.00	
(17.5 T*10 = 170) wet tons/FY24 * \$147/T (estimated @5% increase)* proposed %mark-up	\$		\$ 28,738.50

10 loads/FY transportation under proposed option:

10 loads * \$/load if Option #1	\$/load	\$ 19,862.50	\$ 20,463.50
or		or	or
10 loads * 5 hours * \$/hour if option #2	\$		\$
or		or	or
10 loads * 150 miles * \$/mile if option #3	\$		\$

Total Contingency #1 Cost/FY: \$ 47,232.50 \$ 49,202.00

3. Contingent Outlet #2 - Waste Management Landfill Rochester, NH

		FY23		FY24	
			\$/Wet Ton		\$/Wet Ton
Tipping Fee mark-up %/wet ton and calculated \$/wet ton (estimated - actual tipping fees shall be basis of invoice)	%/wet ton	15%	\$ 161.00	15%	\$ 169.05

Transportation costs:					
Option #1: Per load	\$/load	\$ 1,986.25		\$ 2,046.35	
or		or		or	
Option #2: \$/hr (1 load max of 3 hours)	\$/hr				
or		or		or	
Option #3: \$/mile (Max 100 miles RT)	\$/mile				
(if scale available at landfill - no scale fees apply)					

Biosolids Costs/FY Calculation for Contingency #2 Location:

Tipping fee costs (subject to change; estimated - actual tipping fees shall be basis of invoice):

(17.5 T*10 = 170) wet tons/FY23 * \$140/T * proposed % mark-up	\$	\$ 27,370.00	
(17.5 T*10 = 170) wet tons/FY24 * \$147/T (estimated @5% increase)* proposed %mark-up	\$		\$ 24,850.35

10 loads/FY transportation under proposed option:

10 loads * \$/load if Option #1	\$/load	\$ 19,862.50	\$ 20,463.50
or		or	or
10 loads * 3 hours * \$/hour if option #2	\$		\$
or		or	or
10 loads * 100 miles * \$/mile if option #3	\$		\$

Total Contingency #2 Cost/FY: \$ 47,232.50 \$ 45,313.85

This instrument was acknowledged before me this 18th day of April 2022 by Barry Normandeau, President of Normandeau Trucking Inc.

Kelley Fitch
Kelley Fitch, Notary Public
Exhibit C Page 2 of 4



Barry
4/18/22

**ATTACHMENT A - AMENDMENT BUDGET
CONTINGENT COSTS**

2. Contingent Outlet #1 - Casella Landfill Bethlehem, NH		FY23	\$/Wet Ton	FY24	\$/Wet Ton
Tipping Fee mark-up %/wet ton and calculated \$/wet ton (estimated - actual tipping fees shall be basis of invoice)	%/wet ton	15%	\$ 161.00	15%	\$ 169.05
Transportation costs:					
Option #1: Per load	\$/load	\$ 1,986.25		\$ 2,046.35	
or		or		or	
Option #1: \$/hr (1 load max of 5 hours)	\$/hr				
or		or		or	
Option #2: \$/mile (Max 150 miles RT)	\$/mile				
(if scale available at landfill - no scale fees apply)					

Biosolids Costs/FY Calculation for Contingency #1 Location:

Tipping fee costs (subject to change; estimated - actual tipping fees shall be basis of invoice):

(17.5 T*10 = 170) wet tons/FY23 * \$140/T * proposed % mark-up	\$	\$ 27,370.00	
(17.5 T*10 = 170) wet tons/FY24 * \$147/T (estimated @5% increase)* proposed %mark-up	\$		\$ 28,738.50

10 loads/FY transportation under proposed option:

10 loads * \$/load if Option #1	\$/load	\$ 19,862.50	\$ 20,463.50
or		or	or
10 loads * 5 hours * \$/hour if option #2	\$/hr		
or		or	or
10 loads * 150 miles * \$/mile if option #3	\$/mile		
Total Contingency #1 Cost/FY:		\$ 47,232.50	\$ 49,202.00

3. Contingent Outlet #2 - Waste Management Landfill Rochester, NH		FY23	\$/Wet Ton	FY24	\$/Wet Ton
Tipping Fee mark-up %/wet ton and calculated \$/wet ton (estimated - actual tipping fees shall be basis of invoice)	%/wet ton	15%	\$ 161.00	15%	\$ 169.05
Transportation costs:					
Option #1: Per load	\$/load	\$ 1,986.25		\$ 2,046.35	
or		or		or	
Option #2: \$/hr (1 load max of 3 hours)	\$/hr				
or		or		or	
Option #3: \$/mile (Max 100 miles RT)	\$/mile				
(if scale available at landfill - no scale fees apply)					

Biosolids Costs/FY Calculation for Contingency #2 Location:

Tipping fee costs (subject to change; estimated - actual tipping fees shall be basis of invoice):

(17.5 T*10 = 170) wet tons/FY23 * \$140/T * proposed % mark-up	\$	\$ 27,370.00	
(17.5 T*10 = 170) wet tons/FY24 * \$147/T (estimated @5% increase)* proposed %mark-up	\$		\$ 24,850.35

10 loads/FY transportation under proposed option:

10 loads * \$/load if Option #1	\$/load	\$ 19,862.50	\$ 20,463.50
or		or	or
10 loads * 3 hours * \$/hour if option #2	\$/hr		
or		or	or
10 loads * 100 miles * \$/mile if option #3	\$/mile		
Total Contingency #2 Cost/FY:		\$ 47,232.50	\$ 45,313.85

This instrument was acknowledged before me this 18th day of April 2022 by Barry Normandeau, President of Normandeau Trucking Inc.

Kelley Fitch
Kelley Fitch, Notary Public



Handwritten initials and date: B. Normandeau 4/18/22

**ATTACHMENT A - AMENDMENT BUDGET
CONTINGENT COSTS**

		FY23		FY24
4. Contingency Outlet #3 - Hauling to RMI facility in Holderness, NH (or out of distance miles/hours to one of their permitted land application sites in NH).			\$/Wet Ton	
Tipping Fee mark-up %/wet ton and calculated \$/wet ton (estimated - actual tipping fees shall be basis of invoice)	%/wet ton	15%	\$ 89.82	15% \$ 92.51
Transportation costs:				
To RMI facility in Holderness, NH	\$/load	\$ 955.50		\$ 1,003.28
Out of distance costs to alternate RMI sites \$/mile (Max 100 miles RT)	\$/hour	[]		[]
		or		or
Out of distance costs to alternate RMI sites \$/mile (cost assumes 100 miles RT)	\$/mile	[]		[]

Biosolids Costs/FY Calculation for Contingency #3 Location:

Tipping fee costs (subject to change; estimated - actual tipping fees shall be basis of invoice):

(17.5 T*10 = 170) wet tons/FY23 * \$78.10/T* proposed % mark-up	\$	\$ 15,268.55	
(17.5 T*10 = 170) wet tons/FY24* \$78.10 (estimated @3% increase)* proposed %mark-up			\$ 15,726.61

10 loads/FY transportation under proposed option:

10 loads * \$/load if Option #1	\$	9,555.00	\$	10,032.80
or		or		or
10 loads * 3 hours * \$/hour if option #2	\$	[]	\$	[]
or		or		or
10 loads * 100 miles * \$/mile if option #3	\$	[]	\$	[]

Total Contingency #3 Cost/FY: \$ 24,823.55 \$ 25,759.41

5. Contingency Outlet #4 - Hauling to approved locations on the WRBP Franklin WWTP Property

\$/event under this option:		\$ 730.00	\$ 730.00
Fuel surcharge above \$5.25/gallon applies in addition to \$/event as % above base cost. Example: (\$/gal actual-\$5.25)/\$5.25 = % surcharge/load.	\$/event		
10 loads/FY transportation under this option:			
10 loads* \$/event	\$	7,300.00	\$ 7,300.00

This instrument was acknowledged before me this 18th day of April 2022 by Barry Normandeau, President of Normandeau Trucking, Inc.

*Kelley Fitch
Kelley Fitch, Notary Public*



Barry
Initials BF
Date 4/18/22

**ATTACHMENT A - AMENDMENT BUDGET
CONTINGENT COSTS**

		FY23	FY24
6. Public scale fee/weighing event			
	\$/event	\$ 150.00	\$ 160.00
10 events/FY under this option:			
10 * \$/event		\$ 1,500.00	\$ 1,600.00
7. Fuel Surcharge Schedule (to be attached as part of submittal)			
\$/gallon threshold before surcharges begins in each FY	\$/gal	5.25	5.25
See schedule applicable to all locations			
8. Other costs : describe <u>Unplanned services: other costs</u>			
Unit of measure (\$/hour, each, etc.)	\$/hr	\$ 150.00	\$ 160.00
Unit of measure (\$/hour, each, etc.)	% mark-up	15%	15%
9. Other costs : describe <u>Mt. Carberry landfill + 15% mark-up on tipping fee</u>			
Unit of measure (\$/hour, \$/load, each, etc.)	per load	\$ 1,776.00	\$ 1,833.38
Estimated tipping fee (\$69/T and 5% escalation for FY25)+ 15% mark-up	\$/wet ton	\$ 79.35	\$ 83.32
Total Base Service Costs (Item 1) + Contingency Costs Items 2-5 only /FY	\$/FY	492,765.29	507,240.29
Other contingency (items 6-9) to be included in \$25,000/FY allowance	\$/FY	\$ 25,000.00	\$ 25,000.00
Total Amendment Price Limitation	82.5355	\$ 1,050,005.58	

Notes:

1. Basis of award to the sum of base service costs (Item 1) plus contingency costs (Items 2-5) for FY23 and FY24. Estimated values for tipping fee and quantities were used to determine basis of award and contract amounts/FY. Actual tipping fees and quantities shall be the basis of payment under this contract. The WRBP reserve the right to include other proposed costs or contingencies in the basis of award or contract price limitation as may be in the best interest of the WRBP.
2. An allowance of \$25,000 per FY is added to the total base service costs plus contingency calculations per FY to determine the contract price limitation. The allowance in each FY may be used in the event that more than 2400 wet tons of biosolids are produced, the primary outlet cannot take the material or restricts the volume, or that other costs are incurred, including but not limited to those described above.
3. Contract includes a complete description of when surcharges or fees apply and the basis of their cost as well as any proposed calculations or escalator(s), including a fuel surcharge schedule for FY23 for fuel costs above \$5.25/gallon in \$0.25/gallon increments and for FY24 for fuel costs above \$5.25/gallon in \$0.25/gallon increments.
4. Full transportation per load costs for light loads less than 15 wet tons will only be allowed if at the request of the WRBP. If transporter hauls a light load without such a request, the transportation costs shall be prorated based on the % of the load below 15 wet tons (ex. 12 tons/15 tons = 80% of the transportation cost). The WRBP shall pay the documented tipping fee for the full amount transported to the disposal outlet.
5. Transporter may propose alternative contingent locations in their proposal and provide pricing. The WRBP reserves the right to use any alternative disposal location as may be in their best interest.

Terms:

1. The transporter shall submit invoices and supporting documentation (i.e. weight tickets from Merrimack) to the Franklin WWTP on, at least, a bi-weekly basis. The WRBP shall pay tipping fees to the transporter based on the weigh tickets provided by Merrimack for each load. The transporter invoices shall be itemized to show the basis for payment (hours/percentage/mileage) per the executed contract. The invoices will be subject to verification and approval by the Franklin WWTP and, in the event that no discrepancies exist, will be paid within thirty (30) days of approval of the submitted invoices and any required supporting documentation.
2. The transporter shall accompany each invoice to the WRBP with a report documenting, at minimum, the weight of each load, the disposal location, date of removal, date of delivery, truck number, and driver's name.
3. The Merrimack disposal location shall be paid by the transporter within thirty days of their invoicing the transporter; with any interest or surcharges for non-payment the sole responsibility of the transporter. The WRBP shall not reimburse costs for interest or penalties assessed to the transporter by Merrimack nor the additional cost to use contingent locations in the event that Merrimack refuses loads under payment of these terms.
4. The WRBP reserves the right to add an additional contingency amount in each contract FY and to use contingency or allowance amounts for unforeseen costs not limited to the contingencies identified above.
5. This amendment is for a period from June 30, 2022 to July 1, 2024 (FY23-FY24); with the ability to extend the contract in 2-year increments upon successful negotiations and Governor and Council approval.
6. Approval of this contract does not authorize any expenditure over the contract price limitation.



This instrument was acknowledged before me this 18th day of April 2022 by Barry Normandeau, President of Normandeau Trucking, Inc., Kelley Fitch, Notary Public

Initials *BF*
Date *4/18/22*

**ATTACHMENT A - AMENDMENT BUDGET
CONTINGENT COSTS**

		FY23	FY24
6. Public scale fee/weighing event			
	\$/event	\$ 150.00	\$ 160.00
10 events/FY under this option:			
10 * \$/event		\$ 1,500.00	\$ 1,600.00
7. Fuel Surcharge Schedule (to be attached as part of submittal)			
\$/gallon threshold before surcharges begins in each FY	\$/gal	5.25	5.25
See schedule applicable to all locations			
8. Other costs : describe <u>Unplanned services; other costs</u>			
Unit of measure (\$/hour, each, etc.)	\$/hr	\$ 150.00	\$/hr \$ 160.00
Unit of measure (\$/hour, each, etc.)	% mark-up	15%	15%
9. Other costs : describe <u>Mt. Carberry landfill + 15% mark-up on tipping fee</u>			
Unit of measure (\$/hour, \$/load, each, etc.)	per load	\$ 1,776.00	\$ 1,833.38
Estimated tipping fee (\$69/T and 5% escalation for FY25)+ 15% mark-up	\$/wet ton	\$ 79.35	\$ 83.32
Total Base Service Costs (Item 1) + Contingency Costs Items 2-5 only /FY			
	\$/FY	492,765.29	507,240.29
Other contingency (items 6-9) to be included in \$25,000/FY allowance			
	\$/FY	\$ 25,000.00	\$ 25,000.00
Total Amendment Price Limitation		82.5355	\$ 1,050,005.58

Notes:

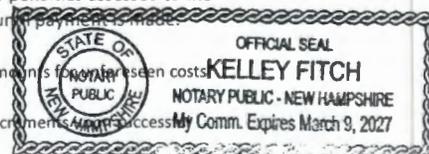
1. Basis of award to the sum of base service costs (Item 1) plus contingency costs (Items 2-5) for FY23 and FY24. Estimated values for tipping fee and quantities were used for determine basis of award and contract amounts/FY. Actual tipping fees and quantities shall be the basis of payment under this contract. The WRBP reserve the right to include other proposed costs or contingencies in the basis of award or contract price limitation as may be in the best interest of the WRBP.
2. An allowance of \$25,000 per FY is added to the total base service costs plus contingency calculations per FY to determine the contract price limitation. The allowance in each FY may be used in the event that more than 2400 wet tons of biosolids are produced, the primary outlet cannot take the material or restricts the volume, or that other costs are incurred, including but not limited to those described above.
3. Contract includes a complete description of when surcharges or fees apply and the basis of their cost as well as any proposed calculations or escalator(s), including a fuel surcharge schedule for FY23 for fuel costs above \$5.25/gallon in \$0.25/gallon increments and for FY24 for fuel costs above \$5.25/gallon in \$0.25/gallon increments.
4. Full transportation per load costs for light loads less than 15 wet tons will only be allowed if at the request of the WRBP. If transporter hauls a light load without such a request, the transportation costs shall be prorated based on the % of the load below 15 wet tons (ex. 12 tons/15 tons = 80% of the transportation cost). The WRBP shall pay the documented tipping fee for the full amount transported to the disposal outlet.
5. Transporter may propose alternative contingent locations in their proposal and provide pricing. The WRBP reserves the right to use any alternative disposal location as may be in their best interest.

Terms:

1. The transporter shall submit invoices and supporting documentation (i.e. weight tickets from Merrimack) to the Franklin WWTP on, at least, a bi-weekly basis. The WRBP shall pay tipping fees to the transporter based on the weigh tickets provided by Merrimack for each load. The transporter invoices shall be itemized to show the basis for payment (hours/percentage/mileage) per the executed contract. The invoices will be subject to verification and approval by the Franklin WWTP and, in the event that no discrepancies exist, will be paid within thirty (30) days of approval of the submitted invoices and any required supporting documentation.
2. The transporter shall accompany each invoice to the WRBP with a report documenting, at minimum, the weight of each load, the disposal location, date of removal, date of delivery, truck number, and driver's name.
3. The Merrimack disposal location shall be paid by the transporter within thirty days of their invoicing the transporter; with any interest or surcharges for non-payment the sole responsibility of the transporter. The WRBP shall not reimburse costs for interest or penalties assessed to the transporter by Merrimack nor the additional cost to use contingent locations in the event that Merrimack refuses loads until payment is made.
4. The WRBP reserves the right to add an additional contingency amount in each contract FY and to use contingency or allowance amount for other unforeseen costs not limited to the contingencies identified above.
5. This amendment is for a period from June 30, 2022 to July 1, 2024 (FY23-FY24); with the ability to extend the contract in 2-year increments subject to negotiations and Governor and Council approval.

6. Approval of this contract does not authorize any expenditure over the contract price limitation.

This instrument was acknowledged before me this 18th day of April 2022 by Barry Normandeau, President of Normandeau Trucking, Inc, Kelley Fitch, Kelley Fitch Notary Public



Initials *B/N*
Date *4/18/22*





moving services
waste services

p.o. box 243, 130 lancaster road
groveton, nh 03582-0243
(800) 408-1965
(603) 636-1671
fax: (603) 636-1672

4/17/22

Franklin to Merrimac WWTP fuel surcharge sheet for 2023 & 2024 starting 7/1/22.

Based on a \$5.25 per gal fuel surcharge "trigger".

Each \$.25 per gallon increase starting at \$5.25 per gal. = \$14.00 per load increment as follows:

\$5.25= \$14.00	per load	add on		
\$5.50= \$28.00	"	"	"	"
\$5.75= \$42.00	"	"	"	"
\$6.00= \$56.00	"	"	"	"
\$6.25= \$70.00	"	"	"	"
\$6.50= \$84.00	"	"	"	"
\$6.75= \$98.00	"	"	"	"
\$7.00= \$112.00	"	"	"	"

& would continue in \$14.00 increments



State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that NORMANDEAU TRUCKING, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on September 17, 1993. 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: 196329

Certificate Number: 0005760673



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 18th day of April A.D. 2022.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint circular outline.

David M. Scanlan
Secretary of State

Certificate of Authority

I, Beatrice Normandeau Vice President of Normandeau Trucking Inc. do
Printed Name of Certifying Officer Title Name of Company

hereby certify that Barry Normandeau 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 Vice President,
Office/Position of Certifying Officer
of Normandeau Trucking, Inc., this 18th day of April, 2022
Name of Company

Beatrice Normandeau
Signature of Certifying Officer

Notarization

State of New Hampshire
County of COOS.

On April 18, 2022 before me, Kelley Fitch,
Date Name of Notary or Justice of the Peace

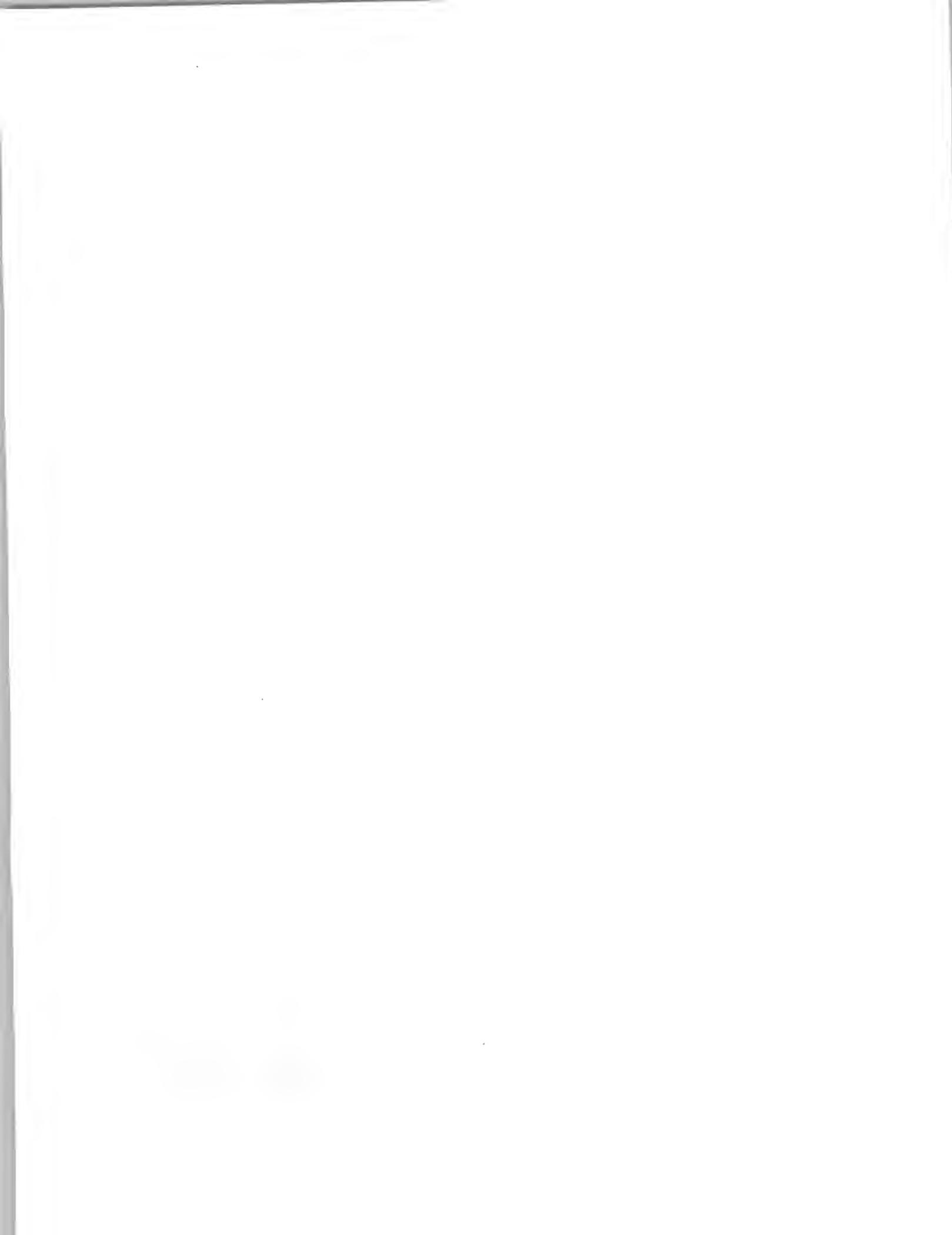
the undersigned officer, personally appeared Beatrice Normandeau, who
Printed Name of Certifying Officer
acknowledged him/herself to be the Vice President, of Normandeau Trucking, Inc.
Office/Position Name of Company
and that she/he, being authorized to do so, executed the foregoing instrument for the
purposes therein contained.

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

Kelley Fitch
Notary Public or Justice of the Peace

Commission Expires: 3/9/2027







CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/5/2022

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

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

PRODUCER Wieczorek Insurance 166 Concord St. Manchester NH 03104	CONTACT NAME: Michelle Weldon	INSURER(S) AFFORDING COVERAGE		NAIC #
	PHONE (A/C, No, Ext): (603) 668-3311	FAX (A/C, No): (603) 668-8413	INSURER A: Firemen's Ins Co of Washington DC	21784
	E-MAIL ADDRESS: michelle@wizinsurance.com		INSURER B: Acadia Insurance Co	31325
			INSURER C:	
			INSURER D:	
			INSURER E:	
			INSURER F:	

COVERAGES CERTIFICATE NUMBER: AI 21-22 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"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	X		CPA0040704	7/1/2021	7/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	X		CAA0040705	7/1/2021	7/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 1,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ \$0.00	X		CUA0040706	7/1/2021	7/1/2022	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ PER STATUTE OTH-ER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Motor Truck Cargo			CPA0040704	7/1/2021	7/1/2022	Single Conveyance \$50,000 Deductible \$500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 NH Department of Environmental Services-WRBP PO Box 68 Franklin, NH 03235 are named as an additional insured with regards to liability if required by written contract or agreement.

CERTIFICATE HOLDER Sharon.A.McMillin@des.nh.gov NH Department of Environmental Services-W PO Box 68 Franklin, NH 03235	CANCELLATION 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 Robert Wieczorek/MICH <i>Rg Dizon</i>

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P.O. Box 3898
 Concord, NH 03302-3898
 (603) 224-7337

CERTIFICATE OF INSURANCE

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.

This is to certify that: Normandeau Trucking Inc. **Certificate #: 34**
 Post Office Box 243
 Groveton, NH 03582

Is, at the issue date of this certificate, insured by the Company, under the policy(ies) listed below. The insurance afforded by the listed policy(ies) is subject to all their terms, exclusions and conditions and is not altered by any requirement, term or condition or other document with respect to which this certificate may be issued.

COVERAGE AFFORDED UNDER WC LAW OF THE FOLLOWING STATE: NH

TYPE OF POLICY	EXP DATE		POLICY NUMBER	LIMIT OF LIABILITY	
	Continuous*				
	Extended				
	Policy Term				
Workers' Compensation Any Proprietor/Partner/Executive Officer/Member Excluded? Yes: <input type="checkbox"/> If yes, describe under Description of Operations below	01/01/2022-01/01/2023		P000365NHMTA2022	Bodily Injury By Accident	\$1,000,000
				Bodily Injury by Disease Policy Limit	\$500,000
				Bodily Injury by Disease Each Person	\$100,000
Description of Operations:					
ADDITIONAL COMMENTS:					

*If the certificate expiration date is continuous or extended term, you will be notified if coverage is terminated or reduced before the certificate expiration date.

NOTICE OF CANCELLATION: (Not applicable unless a number of days is entered below.) Before the stated expiration date, the company will not cancel or reduce the insurance afforded under the above policies until at least 30 days. Notice of such cancellation has been mailed to:

NH MOTOR TRANSPORT ASSOCIATION SELF-INSURANCE GROUP TRUST

NH Department of Environmental Services-WRBP
 PO Box 68
 Franklin, NH 03235

Ralph J. Sullivan

Authorized Representative

Concord, NH	603-224-7337	04/02/2022
Office	Phone Number	Date Issued





The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner



June 5, 2020

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

APPROVED G & C
DATE 24 June 2020
ITEM # 134

REQUESTED ACTIONS

(1) Authorize the Department of Environmental Services (DES) to enter into an agreement with Normandeau Trucking, Inc., Groveton, New Hampshire (VC#157510-B001) in the amount of \$815,531.20 for biosolids transportation and disposal services at the Franklin Wastewater Treatment Facility, effective upon Governor and Council approval through June 30, 2022. 100% WRBP Funds.

(2) Further authorize DES to establish a contingency amount of \$50,000 to cover unforeseen costs that may be incurred during the contract period, effective upon Governor and Council approval through June 30, 2022. 100% WRBP Funds.

Funding is available in the following account with the authority to adjust encumbrances in each of the State fiscal years through the Budget office, if needed and justified. Funding for FY2022 is contingent upon continuing appropriation and availability of funds.

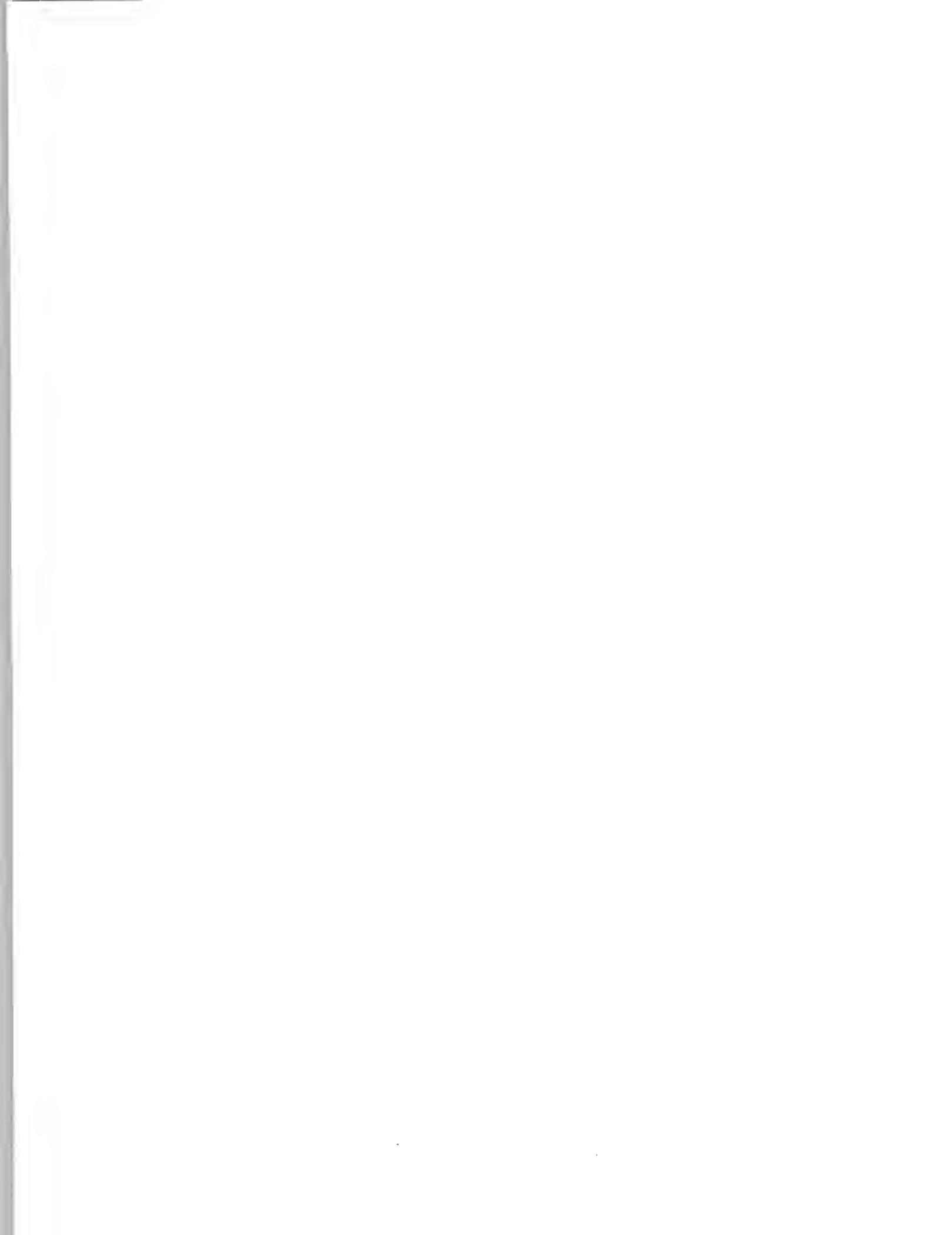
03-44-44-442010-1300-048-500226

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

<u>Fiscal Year</u>	<u>Base Cost</u>	<u>Contingent Costs</u>	<u>Total Amount</u>
2021	\$401,176.00	\$25,000.00	\$426,176.00
2022	\$414,355.20	\$25,000.00	\$439,355.20
Total Contract Price Limitation	\$815,531.20	\$50,000.00	\$865,531.20

EXPLANATION

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



Meredith, Gilford, Laconia, Sanbornton, Belmont, Tilton, Northfield, Franklin, and the Lakes Region Facility. The WWTP also provides septage disposal services to over 80 communities throughout New Hampshire. This agreement provides for the continued operation and management of a program for managing the residuals (biosolids) created by the wastewater treatment processes at the Franklin WWTP.

For the past 24+ years, the Class B biosolids generated by the WRBP Franklin WWTP have been beneficially land applied to farm fields across New Hampshire. With the uncertainty and potential liability involved in continuing this practice if any PFAS compounds are detected, this option is no longer available. The WRBP's only available option at this time is to transport this material to be beneficially composted to create a Class A material or to be landfilled or temporarily stockpiled on site in the eventuality that composting cannot be done.

A Request for Proposals (RFP) was prepared and sent to eleven (11) firms known to perform wastewater sludge (biosolids) management services. The RFP was also advertised in The Union Leader newspaper and posted on the Department of Administrative Services Purchase and Property website. The WRBP requested that options, including but not limited to, composting, on-site temporary storage, and landfilling be submitted for consideration. The 2-year service term in this contract, with the option to extend for an additional 2 years, provides the WRBP with the assurance of a stable contractor to provide for the continued transport and dispose, preferably the beneficial reuse as compost, of the biosolids currently produced by the Franklin WWTP.

Responses to the RFP are as follows:

<u>Firm Name</u>	<u>Basis of Award Cost Quote</u>
Normandeau Trucking, Inc. Groveton, NH	\$865,531.20
Cassella Waste Systems, Inc., Concord, NH	\$882,777.71 (with transport limitations creating additional, undefinable extra costs)
Resource Management, Inc., Holderness, NH	\$962,337.12
A-1 Environmental Services Moody, ME	No Response
DC Slocomb Co., Inc. Lyndeborough, NH	No Response
Goulet Trucking S. Deerfield, MA	No Proposal Submitted, does not have necessary transportation equipment
Monadnock Disposal, Jaffrey, NH	Not interested
Naughton & Son Recycling, Bradford, NH	No Response
Triumverate Environmental, Somerville, MA	Not interested
Up with the Sun Trucking, Raymond, NH	No Response
Waste Management, Rochester, NH	Not interested

As a result of the quotes and due diligence to confirm the qualifications and capabilities of the respondents, we wish to award the contract to Normandeau Trucking Inc. (Normandeau). Compensation is based on the cost per ton of biosolids disposed at primary composting and alternative locations and per

His Excellency, Governor Christopher T. Sununu
and the Honorable Council

Page 3

load transportation costs to those locations; as detailed on Exhibit C. The volume of biosolids generated has been estimated at 2400 tons per year based on the average of the previous 5 years. Accordingly, the total contract cost in any year depends upon the actual quantity of biosolids produced at the WWTP during that year, which is related to the loading the plant receives from users connected to the sewer system and septage received at the plant. A contingency of \$25,000 per fiscal year for unforeseen expenses or management of above average biosolids volumes is also described on Exhibit C.

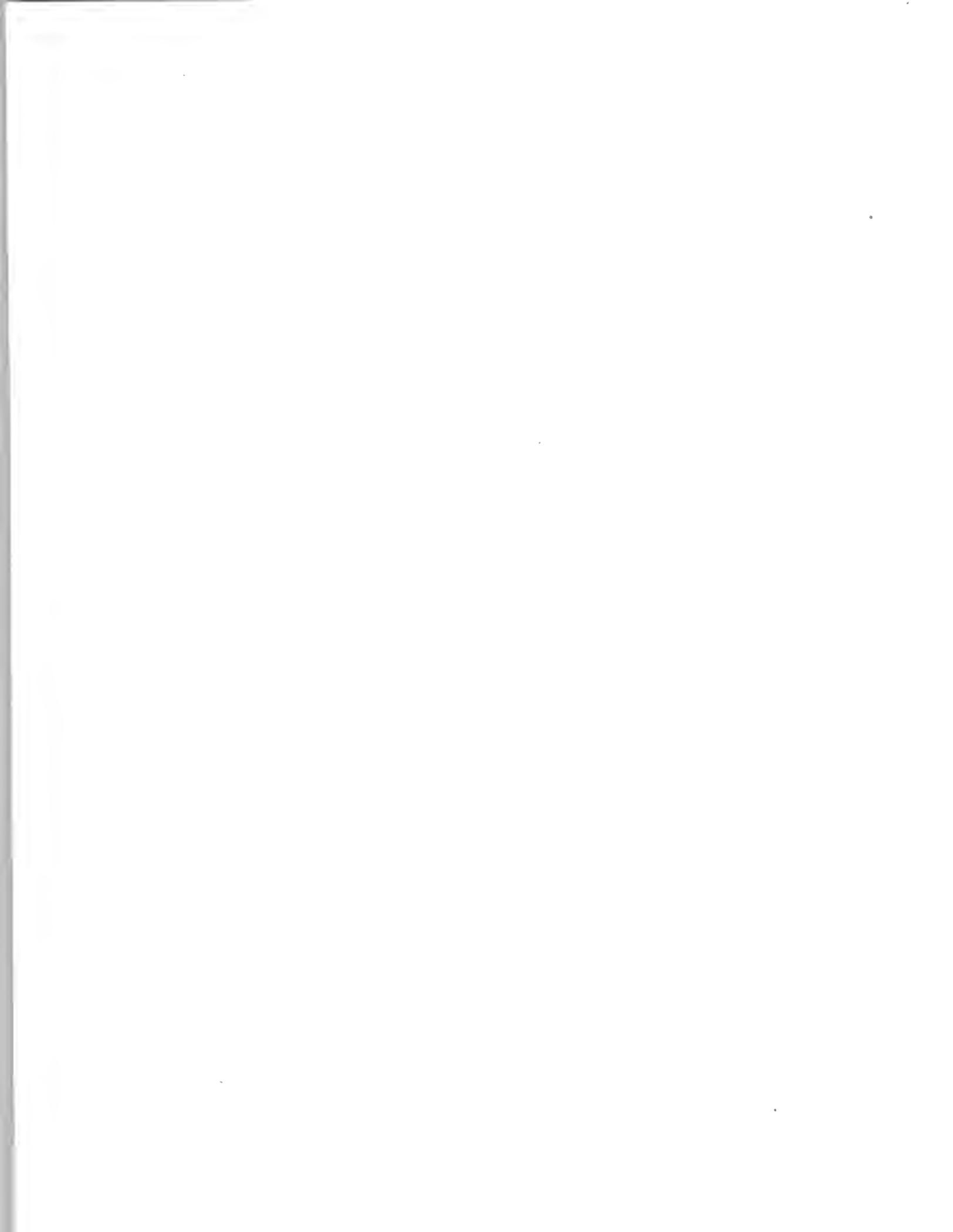
Note that all operating costs of the WRBP are billed back to the users of the facilities, as provided in RSA 485-A:50; there is no General Fund contribution to the WRBP's operation.

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

We respectfully request your approval of this item.

A handwritten signature in black ink, appearing to read "Robert R. Scott", written over a horizontal line.

Robert R. Scott, Commissioner



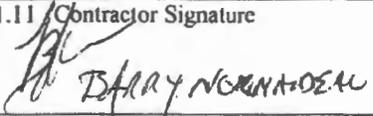
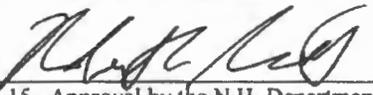
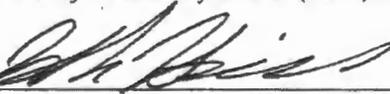
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

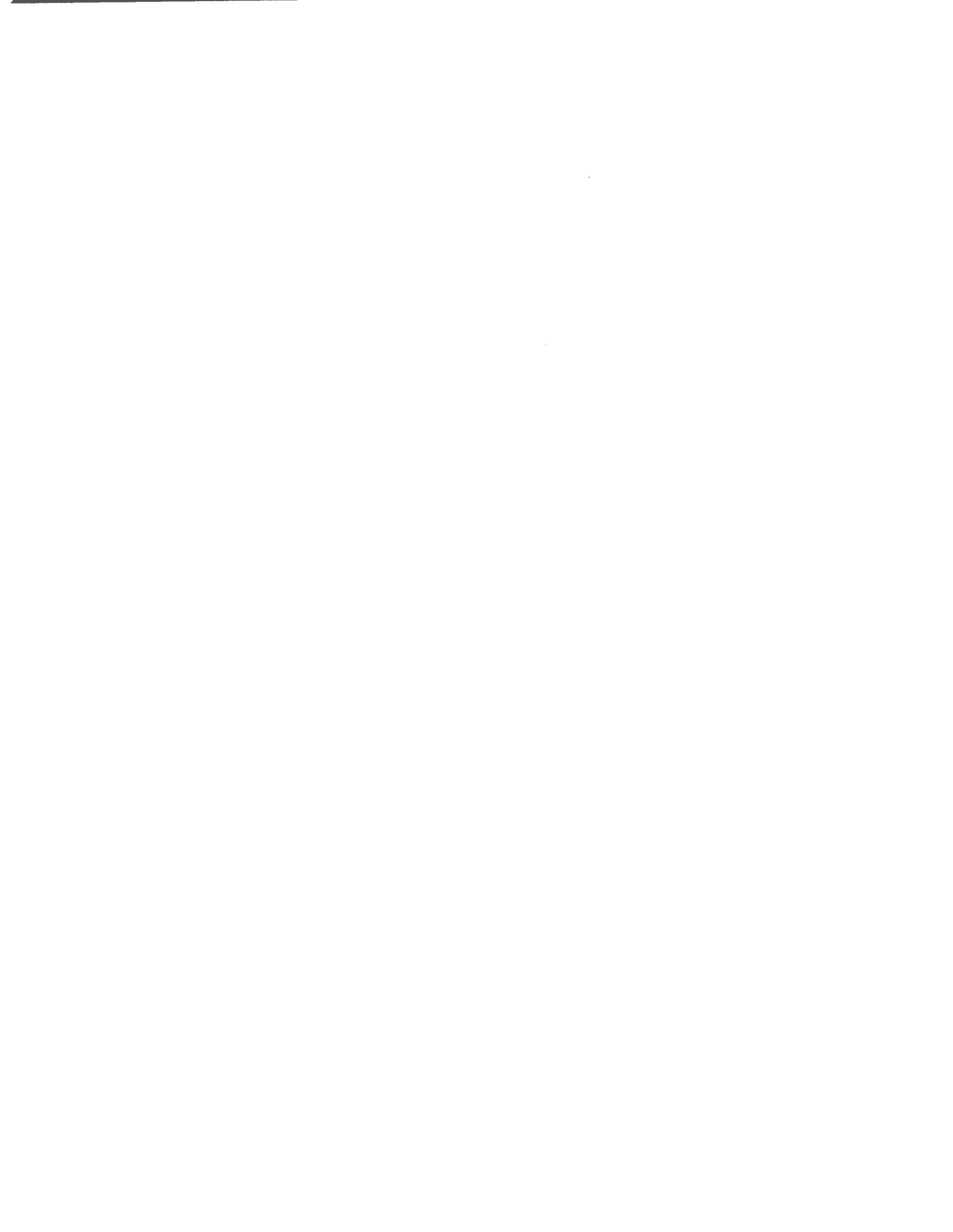
GENERAL PROVISIONS

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 Normandeau Trucking, Inc.		1.4 Contractor Address PO Box 243, 130 Lancaster Rd. Groveton, NH 03582-0243	
1.5 Contractor Phone Number 800-408-1965	1.6 Account Number 03-44-44-442010-1300-048-500226	1.7 Completion Date 6/30/2022	1.8 Price Limitation \$865,531.20
1.9 Contracting Officer for State Agency Sharon McMillin		1.10 State Agency Telephone Number 603-934-4032	
1.11 Contractor Signature  Date: 5/29/20		1.12 Name and Title of Contractor Signatory BARRY NORMANDEAU PRESIDENT	
1.13 State Agency Signature  Date: 6-5-20		1.14 Name and Title of State Agency Signatory Robert R Scott Commissioner, NH DES	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 6/8/2020			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

NORMANDEAU TRUCKING, INC.
MCCORMACK-WHITCO MEMORIALS
NORMANDEAU STONE
P.O. BOX 243, 130 LANCASTER ROAD
GROVETON, NH 03582

Contractor Initials 
 Date 5/29/2020



2. 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 B 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 1.17, 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 1.13 ("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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor 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.

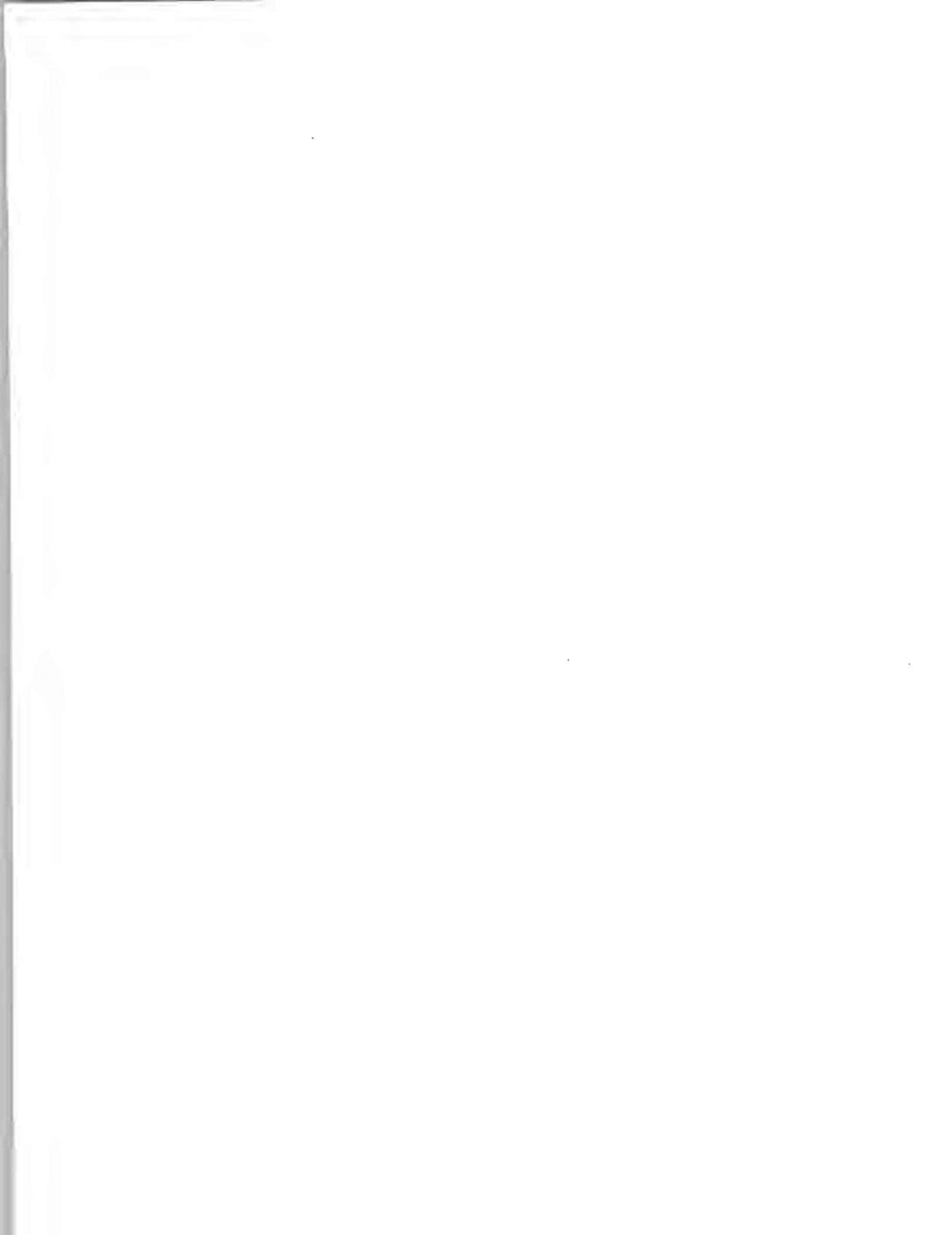
7. PERSONNEL.

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.

BAM
5/20/2020



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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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 B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

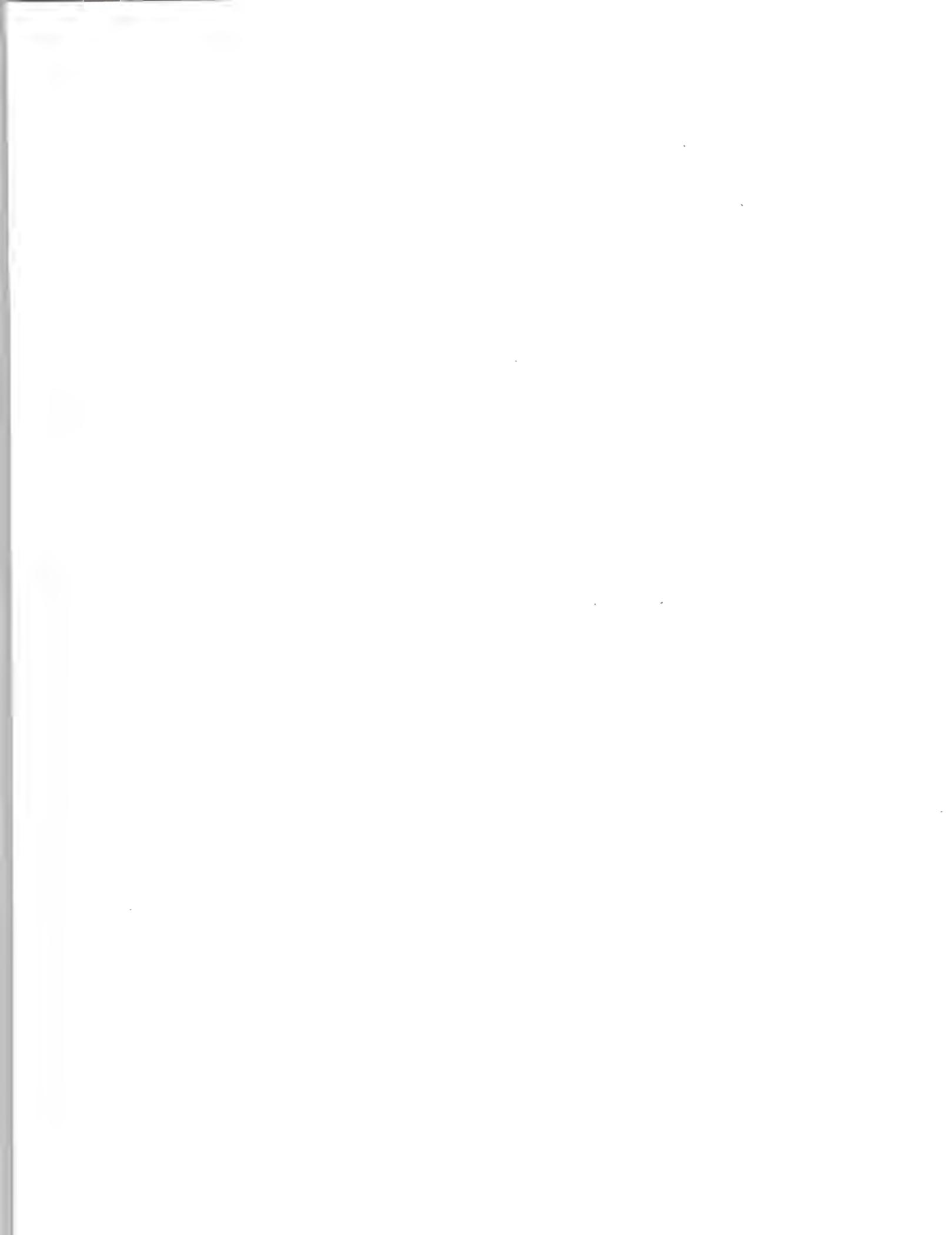
12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor Initials BAL
Date 5/29/2022



Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial 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 or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. 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.

17. 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.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

BM
5/21/2003

**EXHIBIT A
SPECIAL TERMS AND PROVISIONS**

None.

Initials Bm
Date 5/29/2020

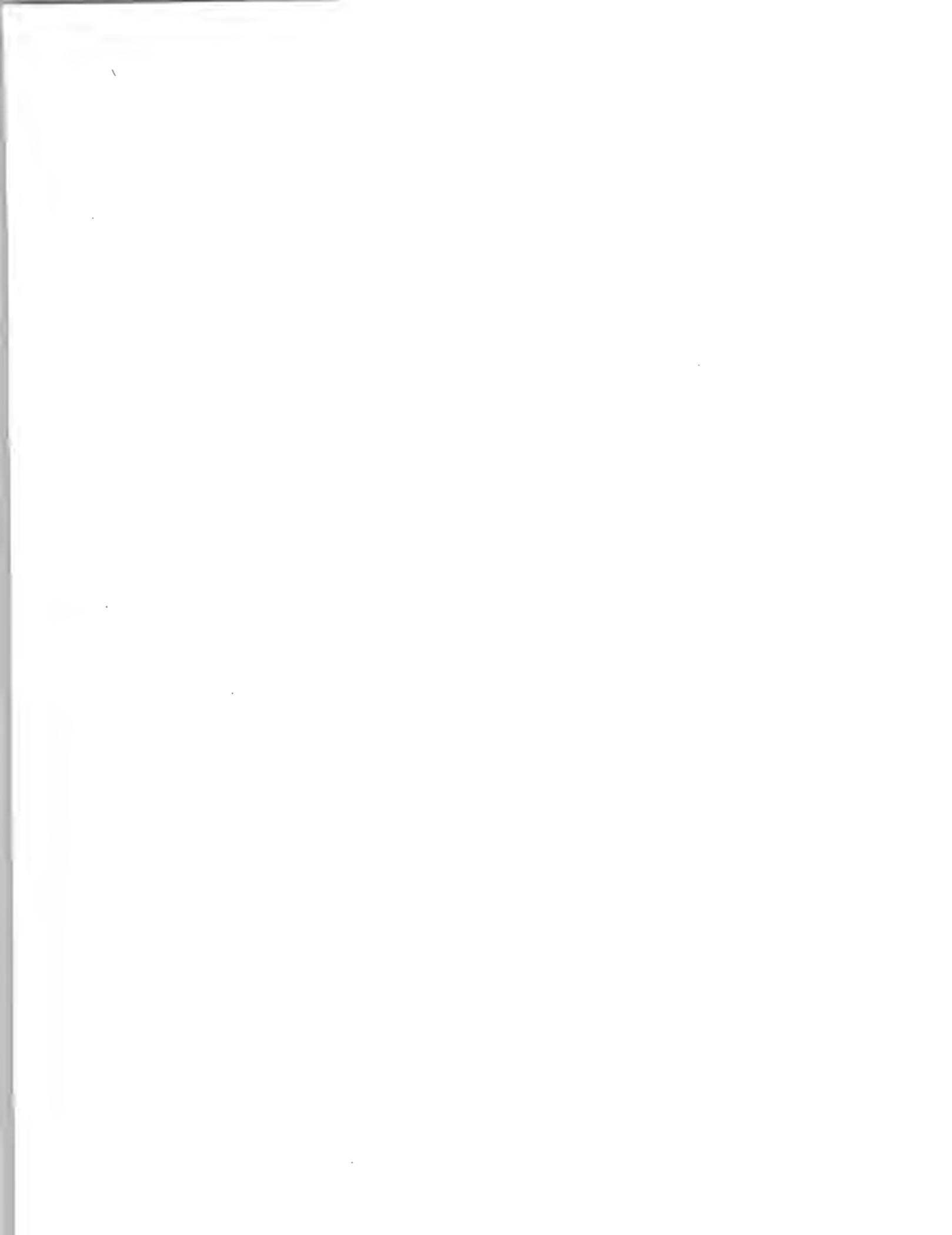


EXHIBIT B SCOPE OF SERVICES

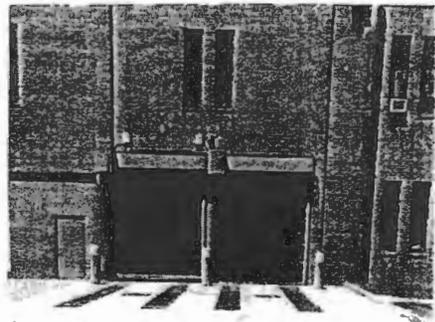
Background

The WRBP Franklin WWTP, located at 528 River Street in Franklin, NH, is a wastewater facility with an average daily flow of 6.2 million gallons per day and a sanitary design capacity of 11.5 million gallons per day. The WWTP operates anaerobic digesters which digest both primary and secondary sludge. Sludge is presently dewatered via centrifuges, Monday through Friday to create biosolids. The biosolids generated at this facility are designated Class B Biosolids after the anaerobic digestion and dewatering. Biosolids are collected into one of two (2) 40-yard, roll-off containers owned by the WRBP that have custom, automated leveling devices. The roll-offs are located in the two garage bays beneath the dewatering room (see photo below).

Scope of Work

The transporter shall:

- Provide adequate transportation services to complete the scope of work;
- Coordinate with other agencies, municipalities, or parties as may be required;
- Provide and maintain sufficient transport vehicles and equipment;
- Provide and maintain an adequate means of communication; and,
- Adhere to all safety requirements of WRBP, NHDOT, and each disposal locations.



The WRBP reserves the right to request the transporter reassign any employee whose actions are not consistent with the industry standard of care. Upon request, the firm shall meet with the WRBP either in person or via telephone conference call regarding possible corrective actions. The transporter will be required to meet all Federal, State and local regulations relevant to working on the project.



The firm is responsible for the injury, repair, replacement, or restoration of any damages to the WRBP Franklin WWTP and/or disposal locations' facilities, grounds, and equipment.

The selected service provider (transporter) shall provide transportation services for dewatered sludge cake (biosolids), generated by the Franklin Wastewater Treatment Plant (Franklin WWTP) to disposal locations designated by the WRBP. The selected transporter will deliver the biosolids to the end disposal site during their normal operating hours. The transporter will be provided 24/7/365 access to where the transportation containers are located at the Franklin WWTP. The Franklin WWTP will notify the transporter once the roll-off containers are filled or expected to be filled. Within 24 hours after notification, the container(s) shall be hauled offsite. Transporter shall have the capability to remove, transport and return one or both roll-offs within the same day.



EXHIBIT B
SCOPE OF SERVICES – Continued

The transporter shall provide and maintain at least 3 means of communication. The WRBP's dewatering process requires an empty container on site in a garage bay at 7:00 am each day Mon-Fri. Failure to provide prompt response to WRBP notifications or violations of any other terms of the contract may void the contract.

The successful firm 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 transporter awarded the contract to comply with all local, state and federal rules and regulations in the commission of the work requested by this specification.

The Merrimack Wastewater Treatment Facility ("Merrimack"), located at 36 Mast Road, Merrimack, NH 03054, is currently the primary outlet for WRBP biosolids disposal. The transporter shall be responsible for creating a schedule with Merrimack in order to complete the scope of work. The transporter must notify Merrimack at least 24 hours ahead of each load that is unscheduled or requires special accommodation to ensure that Merrimack is prepared to accept the load at their onsite composting facility. Each load will be weighed at Merrimack with a current tipping fee of \$67.6431/wet ton delivered; with anticipated increase of 3% next fiscal year. These tipping fees will be used to calculate base service costs as delineated in Exhibit C. The transporter must obey all transportation requirements of Merrimack and may only dump between the hours of 7:00 am and 2:00 pm. Merrimack shall be paid by the transporter within 30 days of their invoicing the transporter. Transporter shall be required to co-sign the Merrimack permit for the WRBP; thus, acknowledging their willingness to abide by its terms.

In the case that loads are no longer being disposed of at Merrimack, a contingent location will take priority. The WRBP will communicate with the transporter and provide adequate notice of any changes in arrangements with the prescribed disposal locations. In this case, the transporter may have to utilize public scaling facilities for weight determination. The transporter shall be responsible for any required notifications to the contingent facility prior to delivery.

In the event that the transporter needs to subcontract any work to fulfill their responsibilities under this contract, subcontractor(s) needs to be approved by the WRBP.

Estimated Quantities

The Franklin WWTP generates approximately 2,300 wet tons of biosolids per year. On average, two (2) to four (4), 40-yard roll-off containers are filled each week; each roll-off containing 15-17.5 wet tons. Both containers may be filled in one day during periods when both centrifuges are operational. This typically occurs during summer and early fall, but may occur at other times during the year. It is estimated that 130-150 transport loads would be conducted during each fiscal year. However, future upgrades to the Franklin WWTP solids handling processes may change the volume or consistency of biosolids production.

B Hall
5/29/2026



EXHIBIT B
SCOPE OF SERVICES – Continued

Determination of Quantity Removed

Each load shall be weighed once removed from the Franklin WWTP. Public scales shall be used in the absence of scales at disposal locations.

Equipment and Transportation

The WRBP will furnish the specially-equipped roll-off containers. The transporter shall immediately report any problems with the WRBP roll-offs. The transporter shall provide and maintain transport vehicles and any and all necessary licenses, permits and approvals to complete the scope of work. General requirements for vehicles hauling biosolids are that the hauler is licensed and permitted to transport this material. The trucks used for transport shall have a valid Sludge Hauler Permit in accordance with New Hampshire Department of Environmental Services Env-Wq 800 regulations. The transporter is responsible for their own sludge hauler reporting. The transporter's equipment for loading and transport of the roll-offs shall be compatible with the loading area. Equipment shall be maintained in a condition acceptable to the WRBP.

All haul routes to any permitted disposal site in any jurisdiction shall be determined in accordance with all applicable federal, state and local laws, ordinances, permits, rules, and regulations. Artificially altering the weight of any load is strictly prohibited.

No biosolids may be utilized or disposed of improperly or in a non-approved manner. To do so will constitute a violation of the contract between the respective parties. The service provider will assume all responsibility for the safe handling, transport and disposal of the biosolids. The container used for hauling biosolids must be empty when returning it back to the Franklin WWTP.

Safety

Please note that there is a 30 MPH speed limit on the Franklin WWTP access road and a 10 MPH limit on the WWTP grounds. The transporter shall obey all safety requirements of the WRBP and each disposal location. It is the transporter's responsibility to understand those requirements. The transporter will be responsible for the injury, repair, replacement, or restoration of any damages to the WRBP Franklin WWTP and/or disposal location's personnel, facilities, or grounds

The WRBP reserves the right to request the firm to reassign any employee whose actions are not consistent with the industry standard of care. Upon request, the firm shall meet with the WRBP either in person or via telephone conference call regarding possible necessary corrective actions.

Spills and Clean-Up

The contractor shall keep his hauling route, equipment, and work area neat and clean, and shall bear all responsibility for the cleanup of any spill which occurs during transportation of biosolids. The contractor shall notify the Franklin WWTP immediately should any spill occur which violates any permit condition or applicable regulation of any entity having jurisdiction over the hauler's operation. The transporter shall comply with Env-Wq 805.12 accidental release requirements. The clean-up of any biosolids which are dumped, spilled, or discarded in any location other than the site authorized for that purpose shall be

BMG
5/28/2025



EXHIBIT B
SCOPE OF SERVICES – Continued

the sole responsibility of the transporter and conducted by the transporter, or at his sole expense, in accordance with all applicable laws.

Invoicing and Reporting

The contractor shall submit invoices to the Franklin WWTP on, at least, a bi-weekly basis. The invoices shall show the basis for payment (hours/percentage/mileage), per the executed contract and noted in Exhibit C. The invoices will be subject to verification and approval by the Franklin WWTP and, in the event that no discrepancies exist, will be paid within thirty (30) days of approval of the submitted invoices and any supporting documents (ex. tipping fee invoice from disposal site and weigh ticket).

The contractor shall accompany each invoice with a report or weight ticket, documenting the weight of each load, the disposal location, date of removal, date of delivery, truck number, and driver's name.

Contract Period

This contract is for a period of two (2) fiscal years beginning on July 1, 2020 and ending June 30, 2022 (FY21-FY22); with the ability to extend the contract term upon satisfactory performance and the agreement of both parties.

Submittal Requirements

Respondents to the RFP shall provide information confirming the firm can meet the requirements as specified herein and submit hand-initialed and dated Exhibit A, B and C. If there are any addenda, the submission shall include an affirmative statement acknowledging their receipt and incorporation into the proposal.

All prospective firms shall provide a cost proposal consistent with their ability to provide the transportation services described in this RFP. The cost proposal shall be submitted on Exhibit C. Costs shall include all labor, equipment and materials to deliver the services including, but not limited to, all overhead, taxes, insurance, travel, and profit. Line items for possible fuel surcharges, weigh station fees, markups on disposal tipping fees, etc. are included in Exhibit C. The submittal shall also include the basis used for any fees, surcharges, a fuel surcharge schedule for FY21, and any escalator and when it will apply for subsequent fiscal years.

All fees including transportation costs, as well as the basis and method of calculation for any proposed surcharges must be stipulated on Exhibit C and/or described in the proposal narrative. Payment for services will be made following approval by the WRBP after submission of invoices and/or other documentation verifying completion of the services. Submittals shall include a complete description of when surcharges or fees apply and the basis of their cost(s), as well as any proposed escalator(s) or calculations.

The submitted fuel surcharge schedule shall include the surcharge to be applied above the \$/gallon as shown on Exhibit C in at least \$0.25 increments. Any surcharge must be itemized on each invoice. Fuel

Ball
5/29/2020

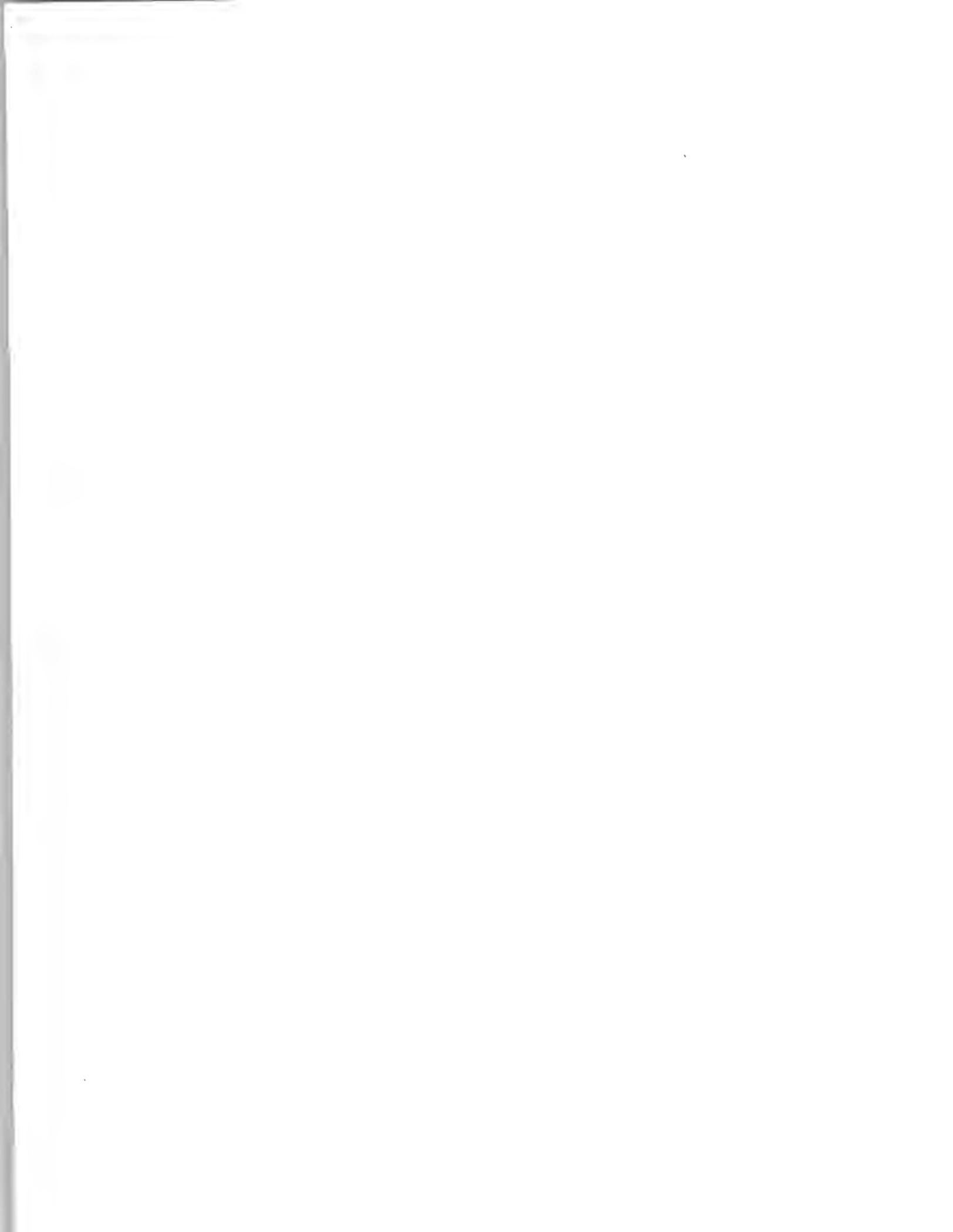


EXHIBIT B
SCOPE OF SERVICES – Continued

surcharge schedule shall be revised annually and be applicable to the entire fiscal year starting in July of each year.

Cost proposals will include anticipated one-time or per event charges. All invoices shall be itemized on a per load/per event basis. Recurring charges shall be paid in accordance with the approved contract rate schedule. All disposal site tipping fees shall be paid by the transporter. The transporter shall include any proposed markup percentages on their submitted cost proposal.

If the transporter proposes an hourly rate on their contract pricing, a single event or load will have a maximum hour limit for the identified locations shown on Exhibit C. If the transporter proposes a mileage rate, a single load will have a maximum allowable limit of the round trip miles from the Franklin WWTP to the disposal location, as determined by public mapping programs such as mapquest or googlemaps. The proposal shall also include a description and associated costs for any anticipated contingency costs or unforeseen events. Payment for services will be made following approval by the WRBP after submission of invoices and/or other documentation verifying completion of the services. Submittals shall include a complete description of when surcharges or fees apply and the basis of their cost(s), as well as any proposed escalator(s) or calculations. The submission should include a clear description of when contingent items would be used. Submitters may modify the Exhibit C form or append information, as long as their descriptions are clear.

The WRBP may reject any and all of the proposals on any basis without disclosure of a reason. The failure to make such a disclosure shall not result in accrual of any right, claim or cause of action by any unsuccessful proposing firm against the WRBP.

Costs for preparing and submitting proposals and for executing contract documents, including but not limited to obtaining a Certificate of Good Standing, notarization, and postage, are the responsibility of the selected firm.

Ability to enter into a State Contract

The selected transporter will be under contract to the New Hampshire Department of Environmental Services. A service contract will be executed with the transporter based on the proposed scope of work; plus, a contract allowance available to cover potential, unforeseen costs.

A blank copy of the standard state service contract Agreement (Form P-37) is included as Appendix 4. Firms should review the general conditions of the P-37 Agreement form, especially the insurance requirements contained in Item 14. **The selected transporter shall name the NHDES-WRBP and the Town of Merrimack, NH Wastewater Treatment Facility as additional insured; not just certificate holders and shall provide copies of all insurance policies to the WRBP prior to contract award and within 30 days of each subsequent renewal.** The selected firm will be sent a "Notice of Intent to Award" along with a contract for execution and instructions for completing a "Corporate Resolution" confirming the authority of the person executing the contract and for obtaining a "Certificate of Good Standing" from the NH Secretary of State's office. Please note that any firm doing business with the State must be

5/29/2020
[Handwritten signature]

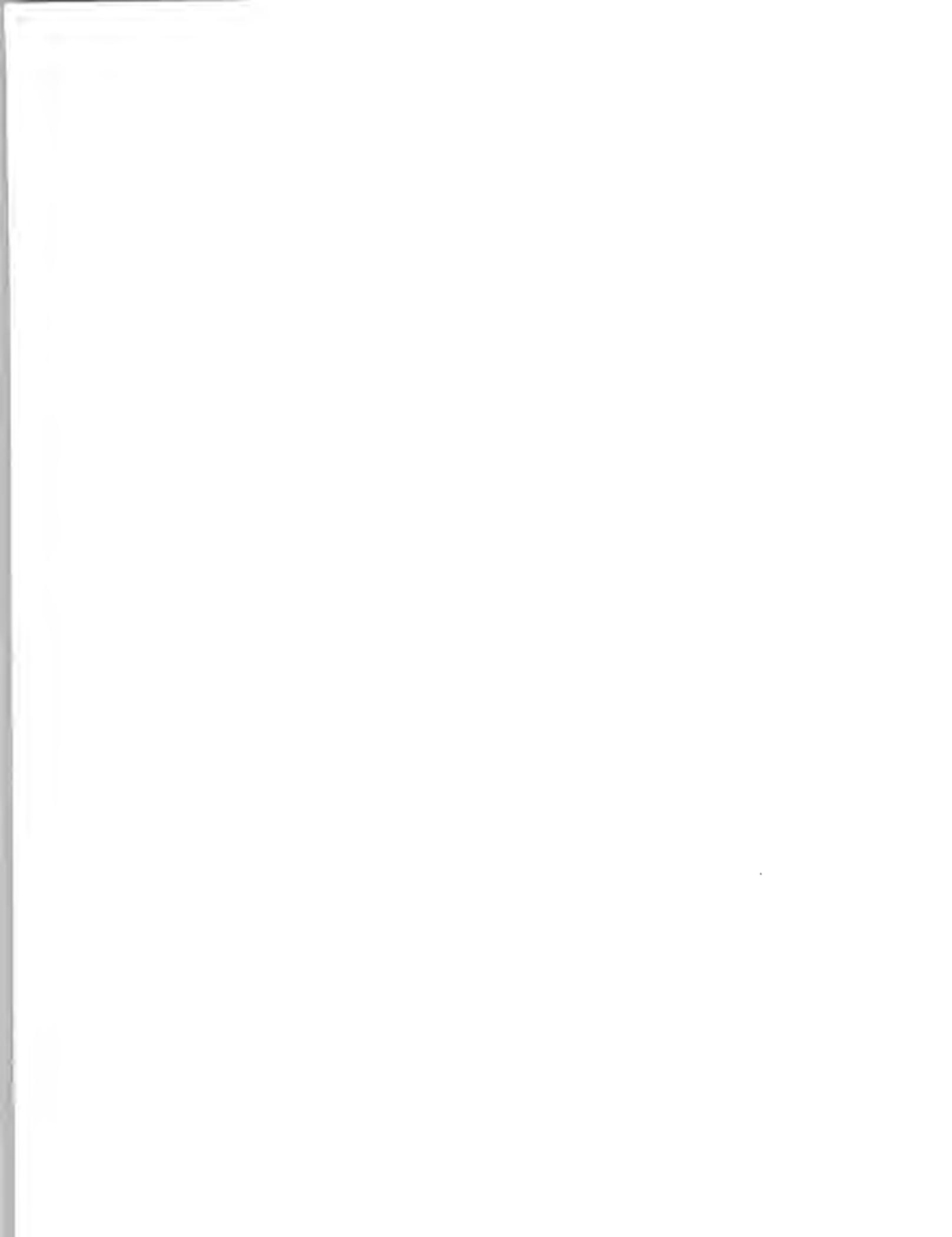


EXHIBIT B
SCOPE OF SERVICES – Continued

registered and in good standing with the NH Secretary of State's Office in order to process a contract. The firm is responsible for providing the WRBP with a current certificate issued by the NH Secretary of State dated after April 1, 2020. If, at the time the firm receives the "Notice of Intent to Award", the firm is not registered, the firm will be allowed ten (10) days to complete this task. If, at the end of the ten (10) days the firm is not registered, it will be the Department's option to disregard the firm's proposal and disqualify the firm. When the executed contract documents are returned, the contract will be approved by the Commissioner of the Department of Environmental Services, the NH Attorney General's office, and the Governor and Executive Council of the State of New Hampshire; a process that usually takes 6-8 weeks.

Basis of Award

The contract will be awarded to the lowest responsive and responsible bidder with the necessary experience, skills and equipment to perform the scope of work. The calculations and assumptions for the basis of award and contract price limitation is detailed on Exhibit C.

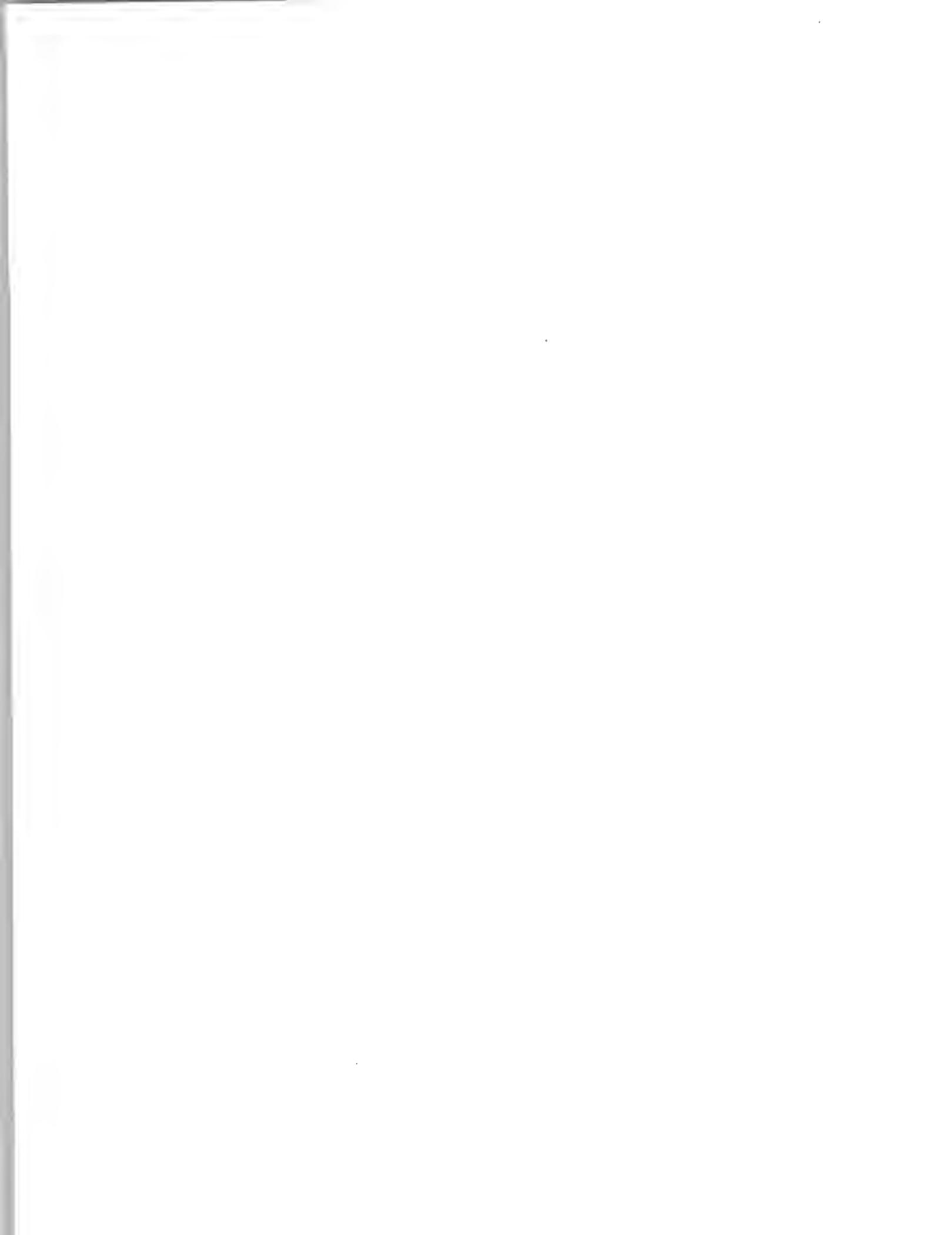
The WRBP reserves the right to accept or reject any and all proposals and to waive minor discrepancies. Please note that this contract, and any amendment to it, is subject to approval of the Governor and Executive Council of the State of New Hampshire.

A qualified firm shall be one that can demonstrate that they can perform the scope of services, has demonstrated project and personnel experience in successfully performing similar services, has sufficient resources and is willing to assign adequate, qualified personnel and equipment to successfully transport the WRBP biosolids for the duration of the contract.

The WRBP reserves the right to determine what constitutes a conforming proposal; to determine if a firm 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.

This Agreement consists of the following documents: the request for proposals dated May 11, 2020 and Appendices 1 through 5; plus, any addenda issued by the WRBP which are all incorporated herein by reference as if fully set forth herein.

Bull
5/29/2020



**EXHIBIT "C"
COSTS AND TERMS OF PAYMENT**

		FY21		FY22	
1. Primary Outlet - Merrimack, NH WWTP			per T		per T
Tipping Fee mark-up %/wet ton	%/wet ton	15.0%	78.35	15.0%	80.74
Transportation costs:					
Option #1: \$/hr (1 load max of 5 hours)	\$/hr	[]		[]	
or		or		or	
Option #2: \$/mile (Max 150 miles RT)	\$/mile	[]		[]	
(scale available at Merrimack WWTP - no scale fees apply)					

Biosolids Costs/FY Calculation for Merrimack WWTP:

Tipping fee costs:

2400 wet tons/FY20 * \$68.16 (est. for tipping fee including 3% increase in April 2021)
* proposed % mark-up

\$ \$ 188,040.00

2400 wet tons/FY21* \$71.4142 (est. for tipping fee including 3% increase in April 2022)* proposed %mark-up

\$ \$ 193,776.00

150 loads/FY transportation under proposed option:

150 * 5 hours * \$/hour if option #1

per load \$ 810.00
\$ \$ 121,500.00

or

150 * 150 miles * \$/mile if option #2

or []

Second load delivered to Merrimack in one day is 1/2 transport price for that load

\$ 835.00
\$ \$ 125,250.00

or []

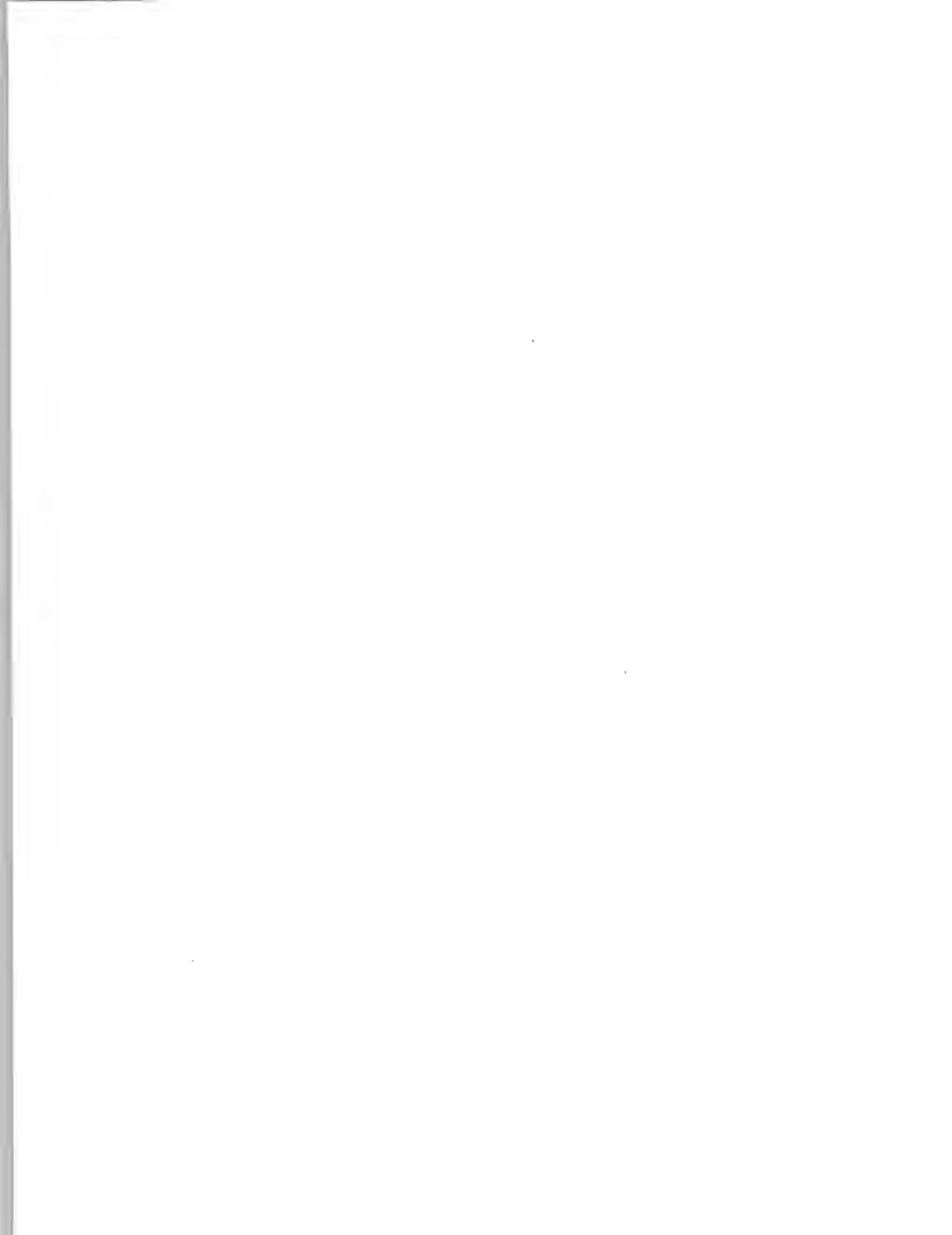
Total Base Service Cost/FY:

\$ 309,540.00

\$ \$ 319,026.00

**NORMANDEAU TRUCKING, INC.
MCCORMACK-WHITCO MEMORIALS
NORMANDEAU STONE
P.O. BOX 243, 130 LANCASTER ROAD
GROVETON, NH 03582**

Initials *BN*
Date *5/29/2023*



**EXHIBIT "C" - CONTINUED
CONTINGENT COSTS**

		FY21	FY22
5. Public scale fee/weighing event			
	\$/event	\$ 101.00	\$ 104.00
10 events/FY under this option:			
10 * \$/event		\$ 1,010.00	\$ 1,040.00
<hr/>			
6. Fuel Surcharge Schedule (to be attached as part of submittal)			
\$/gallon threshold before surcharges begins in each FY	\$/gal	2.50	3.00
See respective schedules for each location			
<hr/>			
7. Other costs : describe <u>Unplanned services \$101/hr or 15% mark-up on other costs</u>			
Unit of measure (\$/hour, each, etc.) _____			
Quantity per FY: _____	\$/FY	\$ 101.00	\$ 104.00
<hr/>			
8. Other costs : describe <u>Mt. Carberry landfill 15% mark-up on tipping fee</u>			
Unit of measure (\$/hour, each, etc.) _____	per load	\$ 1,746.00	\$ 1,798.38
Quantity per FY: _____	\$/FY	\$	\$
<hr/>			
Total Base Service Costs (Item 1) + Contingency Costs Items 2-5 only /FY	\$/FY	401,176.00	414,355.20
Other contingency items to be include in \$25,000/FY allowance	\$/FY	\$ 25,000.00	\$ 25,000.00
Total Contract Price Limitation		\$ 865,531.20	

Notes:

1. Basis of award to the sum of base service costs (Item 1) plus contingency costs (Items 2-5) for FY21 and FY22. Estimated values for tipping fee and quantities were used to determine basis of award and contract amounts/FY. Actual tipping fees and quantities shall be the basis of payment under this contract. The WRBP reserve the right to include other proposed costs or contingencies in the basis of award or contract price limitation as may be in the best interest of the WRBP.
2. An allowance of \$25,000 per FY is added to the total base service costs plus contingency calculations per FY to determine the contract price limitation. The allowance in each FY may be used in the event that more than 2400 wet tons of biosolids are produced, the primary outlet cannot take the material or restricts the volume, or that other costs are incurred, including but not limited to those described above.
3. Proposals shall include a complete description of when surcharges or fees apply and the basis of their cost as well as any proposed calculations or escalator(s). Proposals shall include a fuel surcharge schedule for FY21 for fuel costs above \$2.50/gallon in \$0.25/gallon increments.
4. Full transportation per load costs for light loads less than 15 wet tons will only be allowed if at the request of the WRBP. If transporter hauls a light load without such a request, the transportation costs shall be prorated based on the % of the load below 15 wet tons (ex. 12 tons/15 tons = 80% of the transportation cost). The WRBP shall pay the documented tipping fee for the full amount transported to the disposal outlet.
5. Transporter may propose alternative contingent locations in their proposal and provide pricing. The WRBP reserves the right to use any alternative disposal location as may be in their best interest.

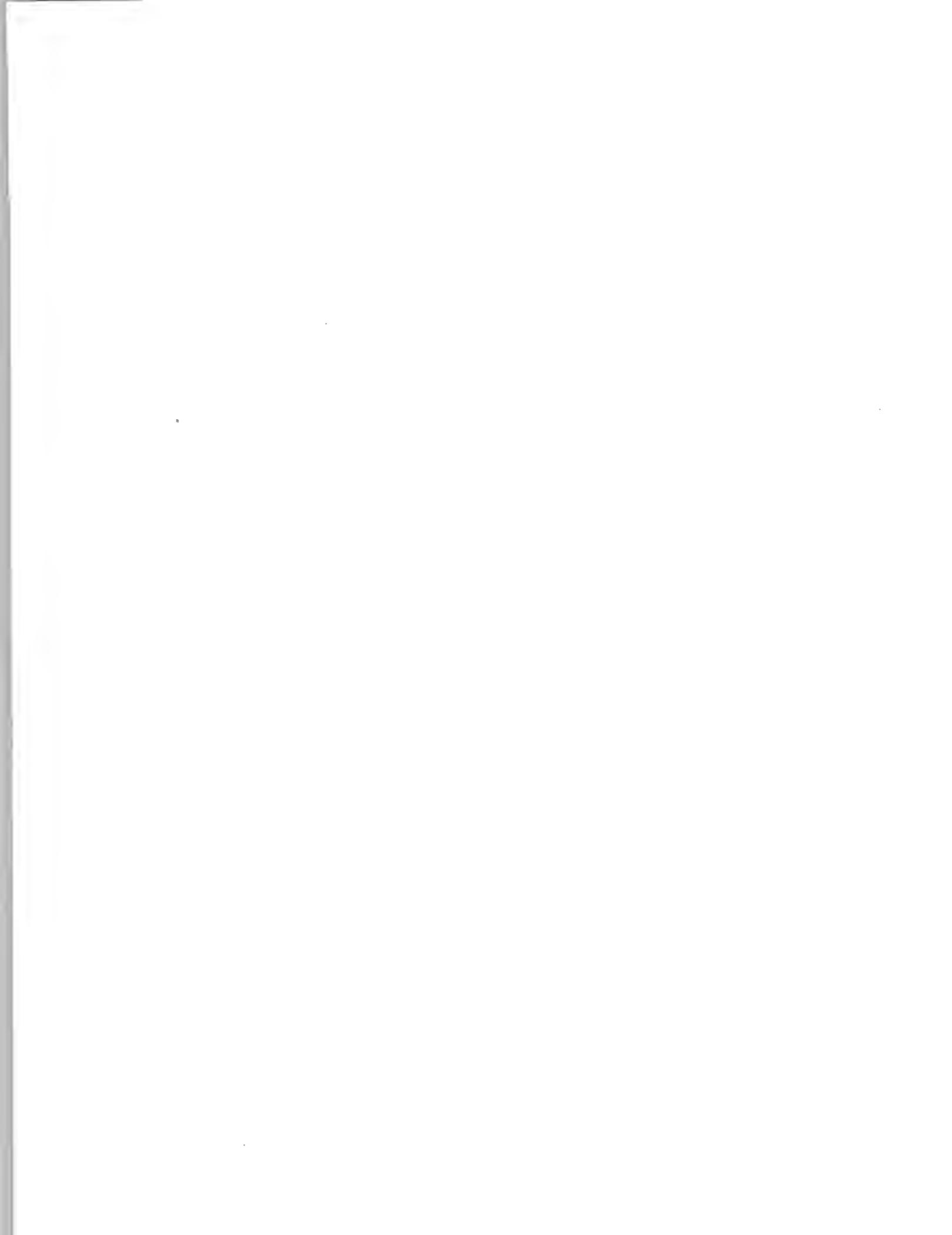
Terms:

1. The transporter shall submit invoices and supporting documentation (i.e. weight tickets from Merrimack) to the Franklin WWTP on, at least, a bi-weekly basis. The WRBP shall pay tipping fees to the transporter based on the weigh tickets provided by Merrimack for each load. The transporter invoices shall be itemized to show the basis for payment (hours/percentage/mileage) per the executed contract. The invoices will be subject to verification and approval by the Franklin WWTP and, in the event that no discrepancies exist, will be paid within thirty (30) days of approval of the submitted invoices and any required supporting documentation.
2. The transporter shall accompany each invoice to the WRBP with a report documenting, at minimum, the weight of each load, the disposal location, date of removal, date of delivery, truck number, and driver's name.
3. The Merrimack disposal location shall be paid by the transporter within thirty days of their invoicing the transporter; with any interest or surcharges for non-payment the sole responsibility of the transporter. The WRBP shall not reimburse costs for interest or penalties assessed to the transporter by Merrimack nor the additional cost to use contingent locations in the event that Merrimack refuses loads until payment is made.
4. The WRBP reserves the right to add an additional contingency amount in each contract FY and to use contingency or allowance amounts for unforeseen costs not limited to the contingencies identified above.
5. This contract is for a period from June 30, 2020 to July 1, 2022 (FY21-FY22); with the ability to extend the contract in 2-year increments upon successful negotiations and Governor and Council approval.
6. Approval of this contract does not authorize any expenditure over the contract price limitation.

**NORMANDEAU TRUCKING, INC.
MCCORMACK-WHITECO MERRIMACK
NORMANDEAU STC.
LANCASTER**

Initials _____
Date _____

[Handwritten Signature]
2020



State of New Hampshire

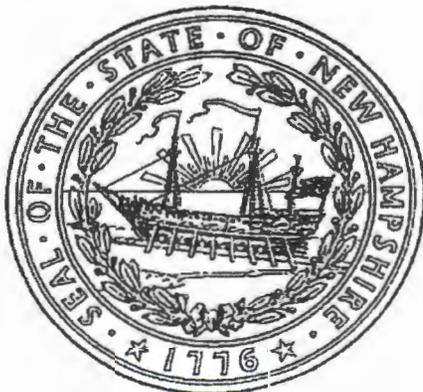
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NORMANDEAU TRUCKING, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on September 17, 1993. 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: 196329

Certificate Number: 0004923378

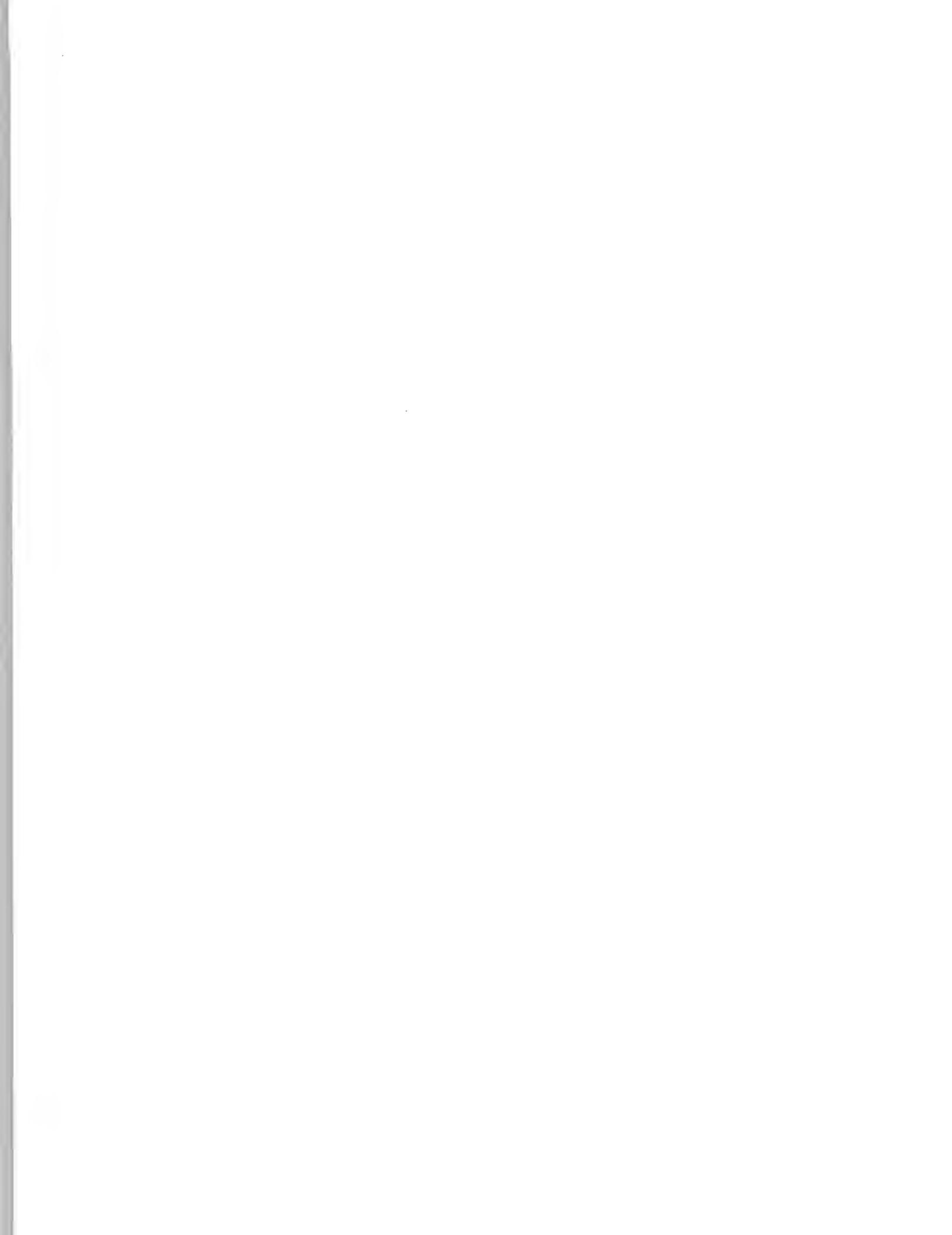


IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of June A.D. 2020.

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

William M. Gardner
Secretary of State



Certificate of Authority

I, Kelley Fitch, Secretary/Treasurer of Normandeau Trucking, Inc.
Printed Name of Certifying Officer Title Name of Company

hereby certify that Barry Normandeau 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 President,
Office/Position of Certifying Officer
of Normandeau Trucking, Inc., this 29th day of May, 2020
Name of Company

Kelley Fitch
Signature of Certifying Officer

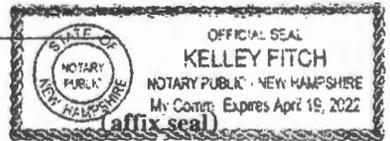
Notarization

State of _____
County of _____
On May 29, 2020, before me, Kelley Fitch,
Date Name of Notary or Justice of the Peace

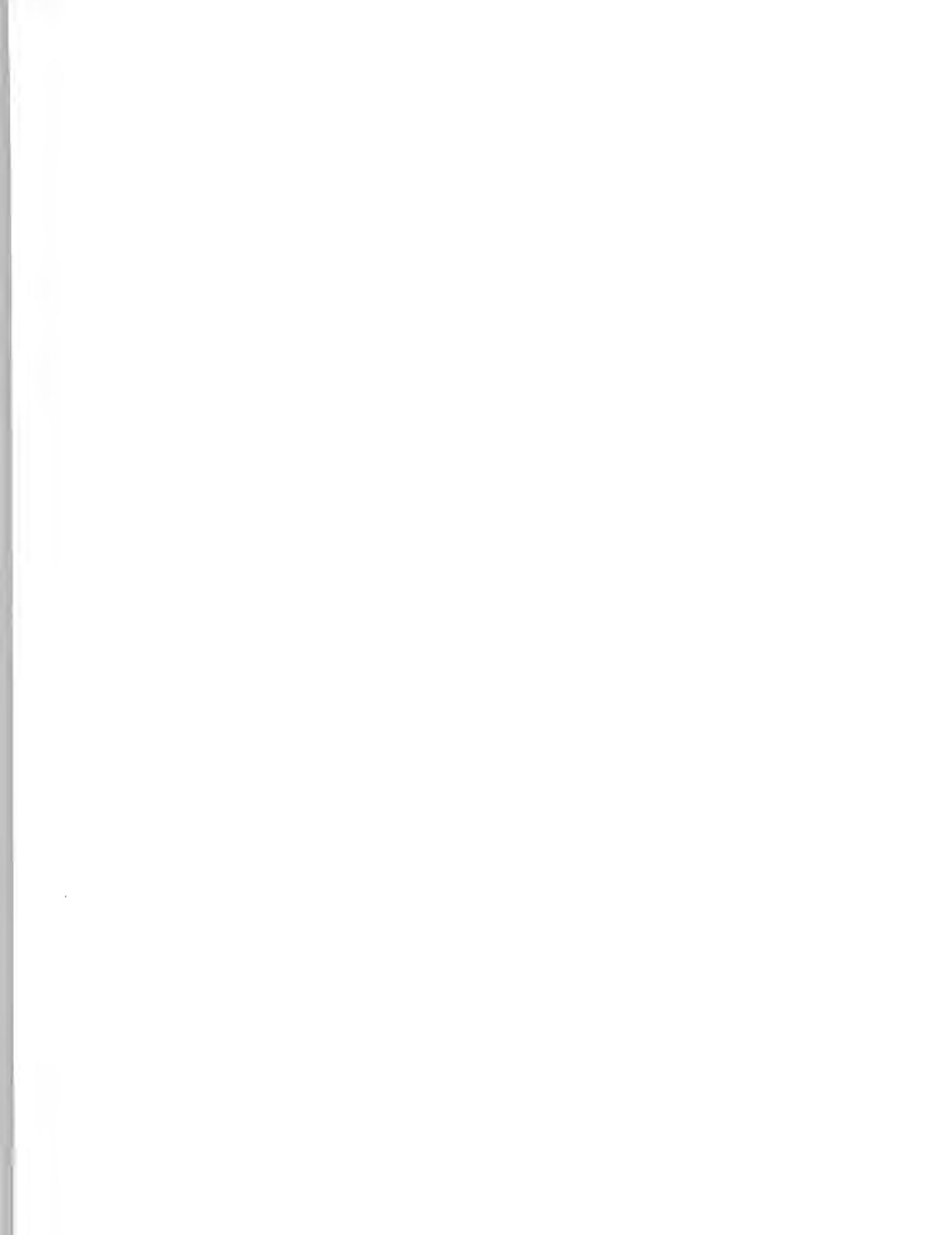
the undersigned officer, personally appeared Barry Normandeau, who
Printed Name of Certifying Officer
acknowledged him/herself to be the President, of Normandeau Trucking, Inc.
Office/Position Name of Company
and that she/he, being authorized to do so, executed the foregoing instrument for the
purposes therein contained.

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

Kelley Fitch
Notary Public or Justice of the Peace



Commission Expires: 4/19/2022





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/28/2020

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

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

PRODUCER Wieczorek Insurance 166 Concord St. Manchester NH 03104		CONTACT NAME: Michelle Weldon PHONE (A/C, No. Ext): (603) 668-3311 E-MAIL ADDRESS: michelle@wizinsurance.com		FAX (A/C, No): (603) 668-8412
INSURED Normandeau Trucking, Inc., etal. PO Box 243 130 Lancaster Road Groveton NH 03582		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Firemen's Ins Co of Washington DC		21784
		INSURER B: Acadia Insurance Co		31325
		INSURER C:		
		INSURER D:		
		INSURER E:		
		INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** AI 19-20 **REVISION NUMBER:**

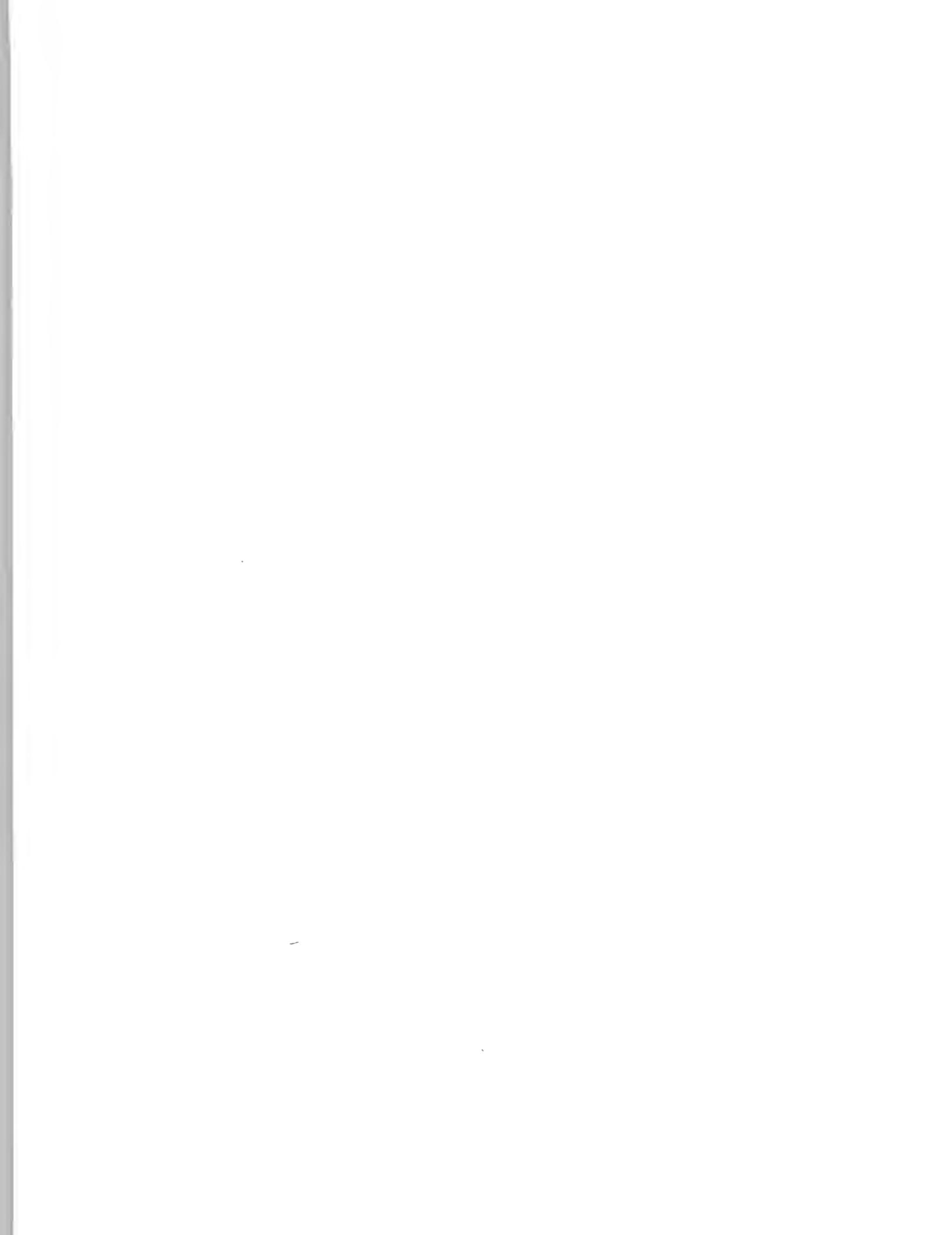
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		CPA0040704	7/1/2019	7/1/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000 Employee Benefits \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X		CAA0040705	7/1/2019	7/1/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 1,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	X		CUA0040706	7/1/2019	7/1/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ PER STATUTE OTH-ER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Motor Truck Cargo			CPA0040704	7/1/2019	7/1/2020	Single Conveyance 50,000 Deductible 500

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: NH Department of Environmental Services-WRBP PO Box 68 Franklin, NH 03235 and the Town of Merrimack 6 Baboosic Lake Rd. Merrimack, NH 03054 Attn: Mr. Paul Micali, Finance Director /Assistant Town Manager are listed as additional insured.

CERTIFICATE HOLDER Sharon.McMillin@des.nh.gov NH Department of Environmental Services-W PO Box 68 Franklin, NH 03235	CANCELLATION 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 Robert Wieczorek/MICH <i>Robert Wieczorek</i>
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/5/2020

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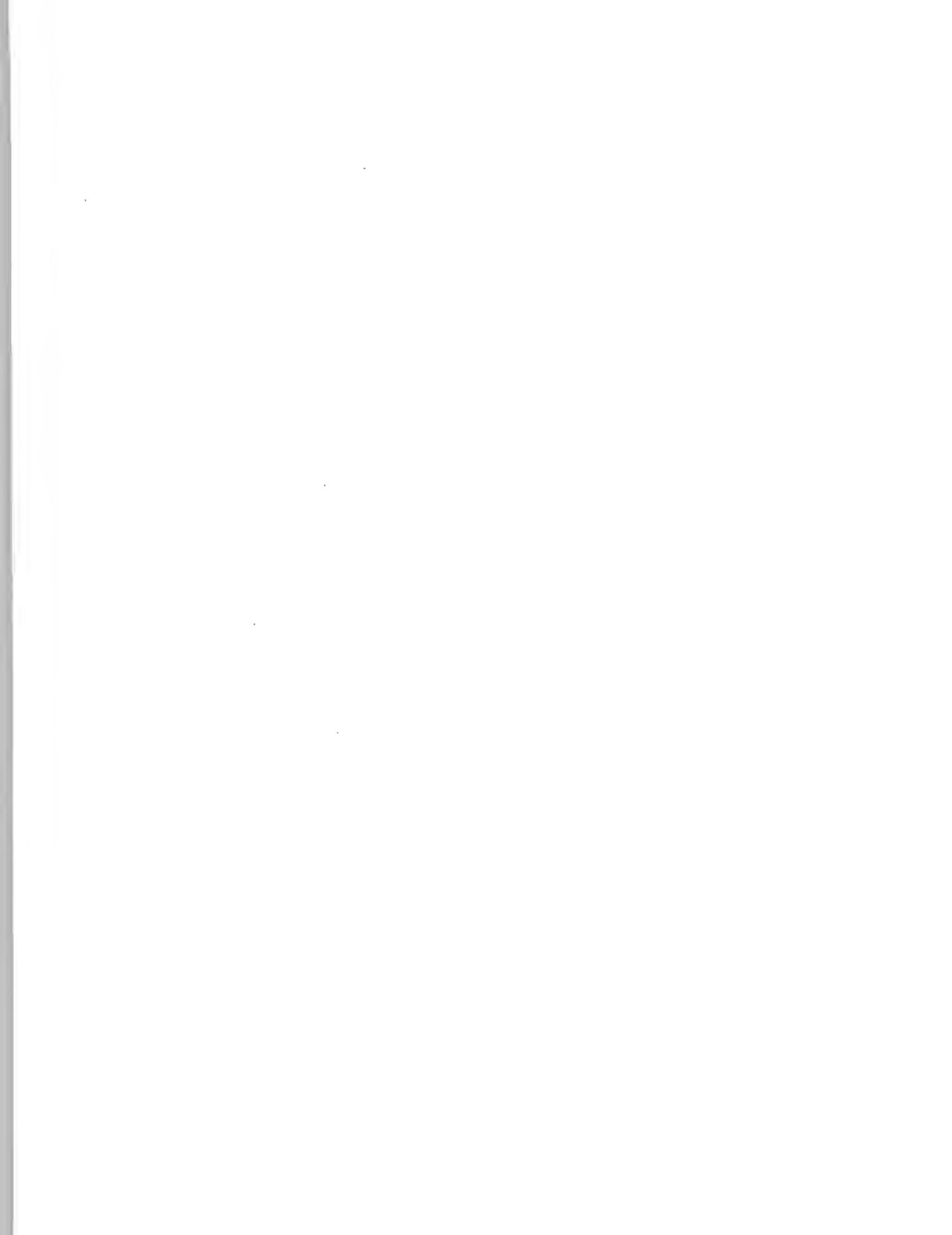
COVERAGES CERTIFICATE NUMBER: 20-21 REVISION NUMBER:

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