



The State of New Hampshire  
DEPARTMENT OF ENVIRONMENTAL SERVICES



Robert R. Scott, Commissioner

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April 24, 2025

Her Excellency, Governor Kelly A. Ayotte  
and the Honorable Council  
State House  
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Environmental Services (DES) to enter into an agreement with P&H Senesac, Inc. (VC #219630-B001), Milton, Vermont in the amount of \$172,701.00 for removal, dewatering, and disposal of residual solids from an anaerobic digester at the Franklin Wastewater Treatment plant, effective upon Governor and Council approval through June 30, 2025. 100% WRBP Funds.

Funding is available in the following account.

	<u>FY25</u>
03-44-44-442010-1300-048-500226	\$172,701
Dept. Environmental Services, Winnepesaukee River Basin, Buildings & Grounds	

EXPLANATION

This contract is for the removal, dewatering, and disposal of residual solids from secondary #1 anaerobic digester. The digester is located at the Franklin Wastewater Treatment Plant (WWTP) which is part of the regional wastewater collection and treatment system operated by the Department of Environmental Services Winnepesaukee River Basin Program (WRBP) on behalf of ten communities in the Lakes Region. Cleaning of the digester is a routine preventative maintenance function which was last performed in 2018. The scope of services is more fully described in Exhibit B.

A Request for Proposals (RFP) was prepared and sent to three (3) firms known do this kind of specialized work. The RFP was also advertised in a local newspaper, The Union Leader, and posted on the Department of Administrative Services Purchase and Property website.

Responses to the RFP are as follows:

<u>Firm Name</u>	<u>Proposals</u>
P&H Senesac, Inc, Milton, VT	\$ 172,701
Spectraserv, Kearny, NJ	\$ 249,000

- CONCORD OFFICE -

29 Hazen Drive, P.O. Box 95, Concord, New Hampshire 03302-0095  
(603) 271-3504  
TDD Access: Relay NH 1-800-735-2964

Her Excellency, Governor Kelly A. Ayotte  
and the Honorable Council

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Denali Water Solutions, LLC, Russellville, AR  
Wren Environmental, Marlborough, MA  
Synagro Northeast, LLC, Naugatuck CT

Non-Repsonsive  
No Response  
No response

As a result of the proposals, we wish to award the contract to P&H Senesac, Inc. This firm has satisfactorily performed similar services for the WRBP in the past.

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.



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 03301	
1.3 Contractor Name P & H Senesac, Inc.		1.4 Contractor Address P.O Box 577, Milton, NH 05468	
1.5 Contractor Phone Number (802) 524-7013	1.6 Account Unit and Class -1300-048-500226 03-44-442010-	1.7 Completion Date 6/30/2025	1.8 Price Limitation \$172,701.00
1.9 Contracting Officer for State Agency Sharon McMillin		1.10 State Agency Telephone Number (603) 934-9930	
1.11 Contractor Signature  Date: 4/7/25		1.12 Name and Title of Contractor Signatory Paul E. Senesac III, President	
1.13 State Agency Signature  Date: 4/24/25		1.14 Name and Title of State Agency Signatory Robert R. Scott, Commissioner, NHDES	
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: 4/28/2025			
1.17 Approval by the Governor and Executive Council (if applicable)  G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials   
 Date 4/17/25

**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, 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.

3.3 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. 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 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, 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 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

**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 and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. 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 age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. 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 this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

Contractor Initials   
Date 4/17/25

## 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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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.

## 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) calendar 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) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

## 10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, 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 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure 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 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, 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.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 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.** The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. 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 State's sovereign immunity, 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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. 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 any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

**19. CHOICE OF LAW AND FORUM.**

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

**20. CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

**21. THIRD PARTIES.** This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

**22. 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.

**23. SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

**24. FURTHER ASSURANCES.** The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

**25. 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.

**26. 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.

Contractor Initials   
Date 4/27/23

**EXHIBIT A  
SPECIAL CONDITIONS**

Item 1- Waste Disposal

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

Item 2 – Confined Space

**CONFINED SPACE CERTIFICATION**

I, Paul E. Senesac III, of  
(Name)

P & H Senesac, Inc.  
(Company Name)

hereby certify that the confined space policy of

P & H Senesac, Inc.  
(Company Name)

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

P & H Senesac, Inc.  
(Company Name)

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

Initials   
Date 4/7/25

## **EXHIBIT B**

### **SCOPE OF SERVICES**

#### **Background**

Secondary Digester #1 has been in service continuously since it was last cleaned in 2018. Historically, all but approximately 220,000 gallons of material can be removed from the tank. At this volume, the material has a typical solids content between 4 and 7 percent. Rainfall and other precipitation that may occur between the time when all, but the 220,000 gallons of material is removed from the tank and the time when the contractor begins work will likely cause an increase in the volume, but the contract scope shall be based on the solids in the digester, which will not increase.

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

#### **Scope of Work**

The contractor shall remove material from the digester, screen, macerate, and then dewater it using a centrifuge and polymer to a continuous minimum of 24 percent solids. Polymer is to be supplied by the contractor. Digester material shall be screened (mesh on the screen shall be no larger than ½ inch) and then macerated to shred any material that passes through the screen. The contractor shall dewater the digester contents into a watertight container or dump truck supplied by the contractor. The Contractor is also responsible for selection of, and approvals into, appropriate disposal site(s), transport and disposal of the dewatered material and debris. After the disposal of the material the contractor will provide the WRBP a copy of the weight slips for each load and/or manifests to confirm compliant disposal.

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

The contractor shall use a centrifuge to dewater the digester contents using polymer into a watertight container or dump truck supplied by the contractor. Dewatering equipment (centrifuge) shall provide 24 percent solids and at least 95 percent solids recovery; however, the maximum concentration of Total Suspended Solids (TSS) in the recycle flow will be no greater than 250 mg/l. Once the contractor begins dewatering, samples of the digester's solids will be taken by the WRBP and tested to verify compliance with the current federal and state quality standards and the terms of the contract. The material will be removed by the contractor as it is being dewatered by the contractor and disposed off-site. Only dewatering using centrifuges will be allowed under this contract. Alternative dewatering methods are not effective and have led to plant operational issues. Contractor shall provide the power required to operate the equipment necessary to fulfill contract requirements so they shall supply a generator and connections necessary to complete the scope of work.

**The hours of dewatering will be limited to 8 hours a day, 7:00am to 3:00pm Monday through Friday except**

**State Holidays.** Since all four digesters are in operation throughout the summer and autumn months, and due to our solids loading at the treatment plant, **Secondary Digester # 1 will not be available for cleaning until April 1, 2025. Work shall be completed by May 16, 2025.**

#### **Rag Screening and Disposal**

In the past, even after macerating the sludge prior to dewatering, rags and plastics were present in the dewatered material which made the biosolids unacceptable for disposal. Therefore, contractor shall screen out such materials prior to the macerating of the sludge. The contractor shall provide all equipment needed to screen out the plastics and rags before dewatering. The contractor shall include expenses for locating a disposal site, the cost of a watertight container for the screened material, the cost to properly dispose of all screened out debris material, and cost of biosolids off site trucking and disposal. Screening by the contractor shall be accomplished in a manner that does not result in sludge or liquid spills onto the ground surface per the "BMPs for Stormwater Management" practices described below.

#### **BMPs for Stormwater Management**

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

1. Any amount of sludge that is spilled onto the ground, including any splatters from mixing containers, will have a generous amount of lime (supplied by the contractor) spread over it as soon as the spill is detected. Once the lime has been spread over the spill, the contractor will immediately clean up the spill and deposit the material in the sludge container.
2. Cake from the dewatering equipment that falls onto the ground will be cleaned up immediately by the contractor. The dewatering area will always be kept clean.
3. While screening out the rags and mat, the contractor will pay close attention to the surrounding area for any material that falls onto the ground. The contractor will immediately pick up any material that has fallen onto the ground and deposit them into the container that is being used for the collection of such material.
4. Polymer spills will be cleaned up using vermiculite or another inert material to absorb the liquid material and then placed in the rag container.
5. The gate seals on the containers must be in good enough condition to prevent leakage when the gate is closed. Containers with holes in them that would cause leakage onto the ground or over the road shall not be allowed to be used. No container will be allowed to leave the work site if it is leaking. It will be the contractor's responsibility to make sure containers are watertight to prevent leakage.

#### **Contractor Responsibilities**

The contractor shall be responsible for the following work.

1. The contractor shall be responsible for supplying power to run their dewatering equipment and all other equipment associated with the digester cleaning and material disposal work. It will be the contractor's responsibility to connect all the equipment to the power source that they have provided for the digester cleaning.
2. Pumping and transferring digester contents.

3. Polymer supply, conditioning and dewatering to a minimum 24%.
4. Dewatering equipment to provide at least 95% solids recovery; however, the maximum concentration of Total Suspended Solids (TSS) in the recycle flow will be no greater than 250 mg/l. Confirmatory sampling conducted by WRBP staff will be a composite sample consisting of grab samples taken throughout the day.
5. Equipment to screen and/or macerating the sludge. The contractor shall supply a screening device and containers with no holes for rags and plastics which will be properly disposed off-site at the contractor's expense.
6. Mobilization on site, power, removal of the material from the digester, processing of rags and plastics and their disposal, dewatering and disposal of digester contents, final rinse down of the tank, and demobilization costs.
7. After all material is removed from the tank, the digester will be hosed clean by the contractor. Wash water used by the contractor will be removed by the contractor and discharged under the direction of WWTP staff into the manhole associated with Tunnel #4 sump.
8. Contractor is responsible for selection of, and approvals into, appropriate disposal site(s), transport and disposal of the dewatered material and all debris.
9. Contractor is responsible for compliance with all applicable state, federal and local rules, laws, and regulations and the WRBP BMPs and Safety policies, or more stringent procedures.

To summarize, the contractor shall remove material from the digester, screen and macerate the material prior to dewatering it using polymer. Polymer and centrifuge and generator for power are to be supplied by contractor. The contractor is required to maintain a continuous, minimum 24 percent cake solids. A watertight container or watertight dump truck or roll off will be supplied by the contractor to receive the dewatered sludge from the centrifuge and transport all materials off site. It is required that the digester material be screened and macerated by the contractor to remove rags and plastics to be in compliance with New Hampshire's Sludge Management Rule Env-Wq 806.08 (f) for land application and/or landfill requirements to minimize visible or identifiable plastics or other non-biodegradable solids as required for compliant, off-site disposal. Note that the WRBP Franklin WWTF has no current permits or permissions for land application in NH.

Information contained in the state's Request for Proposal dated February 24, 2025 and any attachments or addenda thereto are hereby included in Exhibit B by reference.

**EXHIBIT C  
COST AND TERMS OF PAYMENT**

**COST PROPOSAL:**

Item 1. Exhibit B Scope excluding transport and disposal of dewatered sludge/biosolids, includes rag/debris transport and disposal \$ 53,201.00

Item 2. Dewatered Solids Transportation (\$/ton; minimum 15 tons/load to WRBP landfills) \$ 65.00

Item 3. Dewatered Solids Disposal tipping fee (\$/ton) – \$0.00 to NCES and NEWSVT since WRBP pays landfill directly.

Item 3a. Dewatered Solids Disposal tipping fee:

Alternative location name \_\_\_\_\_ & tipping fee (\$/Ton) \$ \_\_\_\_\_  
(assume max. 300 tons for calculation below)

Item 4. Contingency (\$/ton transport from Item 2.) + (\$/ton tipping fee alternative location from Item 3a., if applicable) = \$ \_\_\_\_\_ + \$ \_\_\_\_\_ = \$ \_\_\_\_\_ (assume max. 50 tons for calculation below)

Contract Price Limitation:

Item 1. + (300 tons \* Item 2.) + (300 tons \* Item 3a.) + (50 tons \* Item 4.) = \$ 172,701.00

Item 1, 2, and 3 costs SHALL NOT include landfill tipping fees to the WRBP landfill disposal sites at NCES in Bethlehem, NH or NEWSVT in Coventry, VT. Those tipping fees will be paid directly to the landfill by the WRBP. Above costs shall include all other scope items, including rag/debris transportation and disposal.

If alternative disposal site(s) are used, the above cost proposal shall include all scope items including sludge/biosolids disposal tipping fee costs.

**TERMS OF PAYMENT:**

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

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

Contractor shall be paid for actual transportation and disposal fees based on weigh scale tonnage. Weight scales are available at the two WRBP disposal sites. Contractor to be paid within thirty (30) days of submission of invoice(s) and scale tickets, as shown above. Approval of the work does not authorize any expenditure over the contract price limitation.

Remit Invoices To:

NHDES-Water Division  
Attn: Anthony Durso  
29 Hazen Drive, P.O. Box 95  
Concord, NH 03302-0095

I (We) agree to furnish the services specified in EXHIBIT B at the costs shown above.

P & H Senesac, Inc.

\_\_\_\_\_  
Company Name

Initials AD  
Date 4/7/25

## **Addendum #1 to RFP DES 2025-14 Secondary Digester Number 1 Cleaning**

Date: 3/6/2025

1. The due date for submission is changed to **March 21, 2025 at 3:00 PM.**
2. Executed Addendum #1 and the Modified Exhibit C shall be returned as part of the submission and become part of the final contract upon award.
3. The WRBP's primary disposal site for biosolids is the NCES landfill in Bethlehem, NH. To assist contractors with disposal options, this disposal site may be willing to accept conforming, dewatered biosolids from this digester clean-out project. It is the sole responsibility of the contractor to abide by this location's profile parameters, contracts, logistic and receiving restrictions and other requirements and to pay all transportation costs. Such costs shall be included in the contractor's costs on the modified Exhibit C (attached). The WRBP will pay the per ton tipping fees directly to the NCES landfill based on verified weigh tickets.
4. The WRBP's contingent disposal site for biosolids is the NEWSVT landfill in Coventry, VT. To assist contractors with disposal options, this disposal site may be willing to accept conforming, dewatered biosolids from this digester clean-out project. It is the sole responsibility of the contractor to abide by this location's profile parameters, contracts, logistic and receiving restrictions and other requirements and to pay all transportation costs. Such costs shall be included in the contractor's costs on the modified Exhibit C (attached). The WRBP will pay the per ton tipping fees directly to the NEWSVT landfill based on verified weigh tickets.
5. The contact for both Casella locations is Justin Iwen, Logistics Specialist at [Justin.Iwen@casella.com](mailto:Justin.Iwen@casella.com) or 603-219-1638 (cell).
6. Alternative, compliant disposal locations are allowed. Contractor is responsible for all transportation costs and disposal or other fees/costs to alternate locations.
7. The WRBP shall not be responsible for the trucks/containers and logistics for transport and disposal of materials off site, regardless of disposal location. The WRBP shall not be responsible for any project delays due to contractor logistics or disposal site limitations.
8. Coordination and permitting/permissions for off-site disposal for sludge/biosolids and rags/debris is the sole responsibility of the contractor.
9. Tonnage is estimated based on previous digester cleaning projects that ranged from 250 to 300 tons of sludge/biosolids. Contractor to be paid based on actual tonnage of sludge/biosolids transported and disposed (see modified Exhibit C) as verified by each load's weigh slips from a certified scale.
10. Contractor is the responsible generator for all materials disposed off-site and completion of any and all required documentation, signatures, profiles, sampling and testing required for acceptance of generated mater at end disposal site(s).
11. Casella landfills require that the contractor, as generator, execute a Special Waste Profile Form for a One-Time Event (blank form attached for reference). Note that the check box for One Time Event in Section V must be checked. The WRP shall be the bill to address only for Casella, approved disposal locations. Note that the WRBP's Casella profile CANNOT be used for final contractor-dewatered material disposal acceptance.

Initials   
Date 4/7/25

12. The WRBP's available analytical for their NH-SQC Class B biosolids (attached) are provided for reference. Contractor is responsible for waste characterization and approvals, and additional sampling and testing of their dewatered material including but not necessarily limited to % solids and Free Liquids (Paint Filter).
13. All costs associated with sampling, testing and material acceptance into the disposal site(s) are the sole responsibility of the contractor.
- 14. Contractor is responsible for correcting any nonconforming situations or rejection by a disposal site.

Attachment – modified Exhibit C “Costs and Terms of Payment”.

It is the responsibility of proposing firms to check for addenda on the state's website for this RFP located at <https://apps.das.nh.gov/bidscontracts/bids.aspx> and acknowledge their receipt in their response.

This Addendum #1 and the modified Exhibit C shall be returned as part of the RFQ submission.

Initials WAE  
Date 4/7/25



**Corporate Resolution**

I, Alyssa L. Senesac, hereby certify that I am the duly elected and acting Secretary/Treasurer of P & H Senesac, Inc., a Vermont Corporation, and that by unanimous written consent by the Board of Directors of P & H Senesac, Inc., pursuant to New Hampshire RSA 293-A:150 and 193-A:44, dated 4/7/25 resolutions, of which the following are true copies, were unanimously adopted:

RESOLVED, that Paul E. Senesac III of the Corporation, be authorized, empowered, and directed to execute on behalf of the Corporation, a contract dated 4/7/25 with the Water Division, Department of Environmental Services of the State of New Hampshire for the Digester Cleaning and Dewatering.

RESOLVED that the President of the Corporation, Paul E. Senesac III, be authorized, empowered, and directed to sign, and to seal with the Corporate Seal a Certificate of the foregoing action.

I further certify that Paul E. Senesac III is the duly elected President/Owner of P & H Senesac, Inc. has accepted said office, and is acting therein.

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

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the Corporation this day of 4/7/25.

A handwritten signature in black ink, appearing to read 'Alyssa Senesac', is written over a faint circular embossed seal.

Alyssa Senesac  
Secretary/Treasurer

# 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 P & H SENESAC, INC. is a Vermont Profit Corporation registered to transact business in New Hampshire on May 08, 1991. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 155573

Certificate Number: 0007148085



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 3rd day of April A.D. 2025.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan  
Secretary of State

