



# City of Concord, New Hampshire

## PURCHASING DIVISION

COMBINED OPERATIONS & MAINTENANCE FACILITY

311 NORTH STATE STREET, CONCORD, NH 03301

(603) 225-8530 FAX: (603) 230-3656

www.concordnh.gov

March 10, 2011

### ADDENDUM NUMBER ONE

RFP27-11

### SLUDGE/BIOSOLIDS MANAGEMENT SERVICES

TO ALL FIRMS OF RECORD: This addendum forms a part of and modifies the proposal and contract documents and technical specifications for the project named above. The following additions, changes and clarifications are made to the original proposal documents:

- 1. Mandatory Pre-Proposal Meeting Sign-in Sheet.** A copy of the sign-in sheet from the mandatory pre-proposal meeting held on March 10, 2011 at 10:00 am is attached for your review and records.
- 2. Agreement for Sludge/Biosolids Management Services.** A copy of the City's Agreement, Addendum #1, #2, #3 and most recent price adjustment are attached for your review and records.
- 3. Concord Class A Biosolids Label.** A copy of the City's Class A Biosolids Label is attached for your review and records.
- 4. Current Unit Prices.** The City's current (7.1.10 – 6.30.11) unit prices for the following products are provided:

<u>Product</u>	<u>Unit Price</u>	<u>Vendor</u>
High Calcium Quick Lime	\$.0875/lb	Madigan Lime Corp.
High Carbon Wood Ash	\$9.27/cu yd	Resource Management Inc.
Short Paper Fiber	\$7.73/cu yd	Resource Management Inc.

PLEASE BE ADVISED THAT THE PROPOSER MUST ACKNOWLEDGE RECEIPT OF ADDENDUM ONE ON THE PROPOSAL SHEET SIGNATURE PAGE (PAGE 23).

CITY OF CONCORD, NEW HAMPSHIRE

DOUGLAS B. ROSS  
PURCHASING MANAGER

CITY OF CONCORD  
PURCHASING DIVISION  
MANDATORY PRE-PROPOSAL SIGN-IN SHEET  
SLUDGE/BIOSOLIDS MANAGEMENT SERVICES

RFP NO. RFP 27-11 DATE: MARCH 10, 2011 TIME: 10:00 AM

ATTENDEES

PRINTED NAME	COMPANY NAME (Representing)	TELEPHONE # (Including area code)	FAX #	E-MAIL
1. <u>Doug Ross</u>	<u>CITY OF CONCORD - PURCHASING MANAGER</u>	<u>(603) 230-3664</u>	<u>(603) 230-3656</u>	<u>dross@concordnh.gov</u>
Mailing Address:	<u>311 NORTH STATE STREET, CONCORD, NH 03301</u>			
2. <u>THOMAS BAROWSKI</u>	<u>INTERSTATE WASTE</u>	<u>802-244-1100 x226</u>	<u>802 244 5133</u>	<u>tbarowski@iswaste.com</u>
Mailing Address:	<u>19 KAISER DRIVE WATERBURY VT 05676</u> <u>8550 CORO 22A BLOOMINGDALE OH 43910</u>			
3. <u>Robert Morrison</u>	<u>Synagro</u>	<u>740-504-0260</u>	<u>740-944-1875</u>	<u>rmorrison@synagro.com</u>
Mailing Address:				
4. <u>Gavin Macdonald</u>	<u>Resource Management Inc</u>	<u>(603) 536-8900</u>	<u>(603) 536-8998</u>	<u>gmacdonald@resource.com</u>
Mailing Address:	<u>1171 NH ROUTE 175 HOLDENSBLOSS NH 03245</u>			
5. <u>Patrick Ellis</u>	<u>New England Organics</u>	<u>603-228-6482</u>	<u>603-228-2010</u>	<u>Patrick.Ellis@neoc.com</u>
Mailing Address:	<u>91 North State Street, Suite 102, Concord, NH 03301</u>			
6. <u>Giles Dagoner</u>	<u>INTERSTATE WASTE</u>	<u>802 524-5430</u>	<u>802-244-5133</u>	<u>gdagoner@iswaste.com</u>
Mailing Address:	<u>19 KAISER DR, WATERBURY VT 05676</u>			
7. <u>Michael Hanscom</u>	<u>City of Concord</u>	<u>603-230-3856</u>	<u>603-230-3850</u>	<u>mhsanscom@concordnh.gov</u>
Mailing Address:	<u>125 Hall St., Concord, NH 03301</u>			

ATTENDEES

PRINTED NAME	COMPANY NAME (Representing)	TELEPHONE # (Including area code)	FAX #	E-MAIL
8. Thomas NEFORAS	City of Concord	230-3857	603-230-3850	Tneforas@concordNH.gov
Mailing Address:	175 HALL ST. CONCORD NH 03301			
9. DAN DRISCOLL	CITY OF CONCORD	230-3858	230-3850	Ddriscoll@concordNH.gov
Mailing Address:	175 HALL ST. CONCORD NH 03301			
10. Mike Viani	Casella Waste System	603-223-2376	603-223-0985	mike.viani@casella.com
Mailing Address:				
11. Jason Woodard	Casella Waste Systems	877-662-0223	802-334-5431	jason.woodard@casella.com
Mailing Address:				
12.				
Mailing Address:				
13.				
Mailing Address:				
14.				
Mailing Address:				
15.				
Mailing Address:				

~~Handwritten signatures and scribbles, including a large signature that appears to be "John" and another that says "John Woodard".~~

**Agreement to Provide  
Biosolids Recycling Services**

between the

**City of Concord**

and

**White Mountain Resource Management, Inc.**

This agreement for biosolids recycling services (the "Agreement") entered into this 21<sup>st</sup> day of June, 1996 is made by and between the City of Concord (hereinafter "Concord") having its address at City Hall, 41 Green Street, Concord, New Hampshire 03301 and operating a wastewater treatment facility at 125 Hall Street, Concord, New Hampshire; and White Mountain Resource Management, Inc. (hereinafter "RMI"), a New Hampshire corporation with a place of business at P.O. Box 1081, Ashland, New Hampshire 03217.

Whereas, Concord operates a wastewater treatment facility (hereinafter the "WWTF") in Concord, New Hampshire which generates an estimated 6,000 wet tons per year of biosolids as a by-product and wishes to recycle said biosolids in an environmentally sound, economical, and reliable manner; and

Whereas, RMI has extensive experience in managing, handling and recycling biosolids and desires to provide a comprehensive service for the removal and utilization of biosolids from the Concord WWTF; and

Now, therefore, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Concord and RMI agree as follows:

**Section 1. Basis of the Agreement**

1.1 Concord and RMI enter into an Agreement under which RMI will provide services of managing, handling, and transporting, 100% of the biosolids generated by the WWTF, provided the biosolids meet the criteria for biosolids recycling specified in the New Hampshire Department of Environmental Services (NH-DES) Env-Ws 800 Septage and Sludge Management Rules.

1.2 Concord agrees to provide RMI with 100% of the biosolids actually produced at the Concord WWTF.

1.3 Concord agrees to provide two (2) trailers for transporting the biosolids.

1.4 Concord agrees to provide RMI with the necessary data and records to perform the recycling services.

1.5 Concord shall be responsible for analysis and stabilization of the biosolids.

1.6 It is understood that sludge produced at the WWTF that does not meet the biosolids quality standards for beneficial utilization in Env-Ws 800 Septage and Sludge Management Rules may need to be sent to landfill or other appropriate disposal outlets. Sludge which does not meet the Env-Ws 800 Septage and Sludge Management Rules shall be deemed non-standard sludge.

## **Section 2. Services to be Performed**

2.1 To manage the biosolids produced by Concord, RMI shall pursue and put in place a range of utilization outlets suitable for Concord's biosolids. These utilization outlets may encompass a variety of options including, but not limited to, agricultural land application and topsoil manufacturing.

2.2 To recycle the biosolids, RMI shall provide a variety of services including, but not limited to, the following:

2.2.a Conduct a program of recycling that complies with all federal, state, and local laws and applicable rules and regulations.

2.2.b Consult on the biosolids handling and storage system(s) at the WWTF, in a manner consistent with the WWTF's needs and the transportation system(s) to be utilized, to facilitate the efficient storage, transportation and utilization of the biosolids in a variety of applications.

2.2.c Market biosolids to end users acceptable to Concord.

2.2.d Perform site evaluations, create site management plans, and perform all aspects of regulatory compliance, as required by the terms of applicable regulatory approvals.

2.2.e Complete all permitting activities, including but not limited to obtaining all necessary permits and performing permit compliance activities, necessary to carry out the purposes of this Agreement, and to comply with federal, state and local laws.

2.2.f Conduct an effective program of public and regulatory relations.

2.2.g Coordinate and manage the logistics of trucking, delivery and final use of

biosolids at utilization sites.

2.2.h Transport the biosolids from the WWTF to the utilization site, unless Concord is performing the transportation.

2.2.i Manage the above work on behalf of, and in a manner acceptable to Concord.

2.3 In addition to its responsibilities of managing, handling, transporting and delivering biosolids to utilization sites, at Concord's request, RMI may provide additional services to Concord not included herein. Payment for any such additional services shall be independent of the provisions specified in Section 4.

2.4 Nothing herein shall require RMI to violate the terms of any governmental permit, or to utilize or dispose of biosolids other than in full conformity with such laws and regulations governing the utilization and disposal of biosolids as may be in effect from time to time. RMI agrees to use its best efforts to diligently pursue its responsibilities under this Agreement, but shall not be responsible for delays caused by Force Majeure events beyond its control as defined in the Agreement.

2.5 RMI shall, as part of its management duties, identify potential alternative outlets, such as landfills or incinerators, for the disposal of non-standard sludge which does not meet the criteria set forth in the NH-DES Env-Ws 800 Septage and Sludge Management Rules. RMI shall consult with Concord and shall represent Concord's best interests in the course of all negotiations with the operators of such facilities. RMI shall dispose of Concord's non-standard sludge at alternative outlets only with the written, advance approval of Concord.

### **Section 3 Biosolids Quantity**

The terms set forth herein are based upon an expectation that the WWTF will produce a total of approximately 6,000 wet tons of biosolids per year. It is understood that RMI will recycle 100% of the biosolids in a beneficial utilization program, regardless of actual yardage produced. It also is understood that the actual tonnage of biosolids generated by Concord may differ from this amount, and may be more or less due to changes in flow at the WWTF or Force Majeure events.

### **Section 4. Pricing Provisions**

4.1 For the recycling services to be provided by RMI pursuant to this Agreement, Concord agrees to pay RMI a recycling fee per wet ton of biosolids according to the following schedule:

RMI Trucks	Concord Trucks
\$33.60/WT	\$19.48/WT

4.2 For material sent to alternative outlets, Concord agrees to reimburse RMI for the full amount of all payments actually made by RMI to dispose of non-standard sludge in a reasonable manner, plus 10%, provided the payments made by RMI are approved in writing, in advance by Concord.

4.3 RMI shall be reimbursed for additional trucking services it provides to Concord at a rate of \$70.00/hour from point of origin to point of return.

4.4 Concord agrees to reimburse RMI, at actual cost plus ten percent, for any permitting fees, in-field stabilization costs or biosolids analyses required by the New Hampshire Department of Environmental Services (NH-DES). Any additional testing performed by RMI will be billed to Concord at cost plus 10%, provided Concord has approved the testing in writing, in advance.

4.5 The fees in Section 4.1, 4.3, and 4.4 will be increased at a rate of 3.5% annually, on the anniversary date of the Agreement. Deliveries to alternative outlets for non-standard sludge are exempted from this Section 4.5.

### **Section 5. Agreement Duration**

The term of the Agreement shall be deemed to have commenced on the date first written above (the "Commencement Date") and shall expire five (5) years thereafter. RMI and Concord may mutually agree to extend the Agreement pursuant to the terms of Section 6 hereof.

### **Section 6. Extension of the Term**

Notwithstanding any other provision of this Agreement, the term of the Agreement can be extended by mutual agreement for an additional five-year period at the end of the initial five-year period, when either party provides written notice of extension of the Agreement to the other party no later than ninety (90) days prior to the end of the Agreement, and the other party agrees to such terms by counter-signature. Thereafter, the term of the Agreement can continue to be extended every five years for five-year terms by mutual agreement in the same manner.

### **Section 7. Biosolids Quality**

7.1 In general, Concord will provide RMI with biosolids which meet the beneficial utilization requirements of the Env-Ws 800 Septage and Sludge Management Rules as promulgated by the New Hampshire Department of Environmental Services.

7.2 If Concord produces any non-standard sludge which does not meet the beneficial utilization requirements of the Env-Ws 800 Septage and Sludge Management Rules, RMI shall be notified as soon as practicable by Concord so that if such non-standard sludge is unacceptable for the intended utilization purpose, the non-standard sludge can be withheld at the WWTF. Non-standard sludge can be disposed of at an approved

alternative outlet by RMI, if necessary, in accordance with the terms set forth herein. Any contamination of the biosolids in any manner whatsoever shall be cause for notice to be given by Concord to RMI as described above. Failure to give such notice within such time as to allow for the non-standard sludge to be withheld at the WWTF shall cause Concord to be liable to RMI for any and all damages suffered by RMI arising from the utilization of such non-standard sludge. If Concord produces non-standard sludge and does not notify RMI within such time as to allow for the non-standard sludge to be withheld at the WWTF, Concord shall indemnify and hold RMI harmless from all damages, costs, and liabilities arising from utilization of the non-standard sludge unless such damages are caused by RMI. Concord shall have the right to inspect all loads of biosolids in the possession of RMI to ensure that contamination of the biosolids does not occur while the biosolids are in the possession of or under the control of RMI. In a like manner, RMI shall hold Concord harmless from all damages, costs and liabilities arising from any such contamination of the biosolids by RMI, or if RMI recycles or disposes of non-standard sludge contaminated by Concord in an improper manner, after notification by Concord to RMI that the sludge was non-standard.

7.3 In the event that RMI finds any load of biosolids provided by Concord fails to meet the quality standards applicable to the utilization/disposal method previously agreed to by RMI and Concord for that load, RMI shall promptly notify Concord. At its option, Concord may (1) direct RMI to dispose of the non-standard sludge at an approved alternative outlet or (2) assume direct responsibility for disposal of the non-standard sludge.

7.4 Nothing set forth herein shall be construed as obligating RMI to handle any hazardous waste in any manner. It is expressly understood that RMI does not and shall not handle any waste defined as hazardous under either federal or state law; provided, however, that in the event that material handled by RMI pursuant to this Agreement shall become reclassified as hazardous waste by law or by regulation adopted by an agency of competent jurisdiction, RMI shall not be obligated to handle such material, but shall use its best efforts on behalf of Concord to identify disposal options for such material.

## **Section 8. Biosolids Removal**

8.1 Biosolids removal operations conducted by RMI shall not cause an interruption in WWTF operations.

8.2 In order to minimize waiting times at the WWTF, Concord will expedite loading operations to the extent practical. It is understood that Concord will be responsible for loading the biosolids into containers or trucks at the WWTF site.

8.3 In order to assist RMI in scheduling work crews, Concord will devote its best efforts to provide RMI with advanced notification of equipment failures or other circumstances which may impact the normal schedule.

## **Section 9. Cancellation Under Special Circumstances**

9.1 In the event that the landspreading of biosolids is prohibited by a federal or state regulatory agency with appropriate jurisdiction at any time during the term of this Agreement, this Agreement shall remain in full force and effect; provided, however, that if RMI cannot find utilization or disposal techniques which can be provided to Concord for equal or less than the pricing in Section 4, either Concord or RMI may terminate this Agreement upon sixty (60) days written notice.

9.2 RMI agrees that funds expended for the purpose of the Agreement must be appropriated by Concord for each fiscal year included within the Agreement period.

Therefore, the Agreement shall automatically terminate without penalty or termination costs if such funds are not appropriated. In the event that funds are not appropriated for the Agreement, RMI shall not prohibit or otherwise limit Concord's right to pursue and contract for alternate solutions and remedies as deemed necessary for the conduct of Concord affairs. The requirements stated in this paragraph shall apply to any amendment or the execution of any options to extend the Agreement.

9.3 If through any cause, RMI shall fail to furnish in a timely and proper manner its obligations under this Agreement, or if RMI shall violate any of the covenants, agreements or stipulations of this Agreement, Concord shall thereupon have the right to terminate this Agreement by giving written notice to RMI of such termination and specifying the effective date thereof at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data programs and reports prepared by RMI under this Agreement shall, at the option of Concord become its property and RMI shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, RMI shall not be relieved of liability to Concord for damages sustained by Concord by virtue of any breach of the Agreement, and Concord may withhold any payments until such time as the exact amount of damages due Concord is determined.

## **Section 10. Payment**

Services shall be billed to Concord on a monthly basis in arrears by RMI and paid by Concord within thirty (30) days from receipt of invoice.

## **Section 11. Indemnification**

11.1 Concord shall defend, indemnify and hold harmless RMI, its agents, officers, directors, and employees from and against all claims, damages, losses or actions brought against RMI which are caused by Concord's employees pursuant to this Agreement.

11.2 RMI shall defend, indemnify and hold harmless Concord, its agents, officers, directors, and employees from and against all claims, damages, losses or actions brought against Concord which are caused by RMI, its agents, officers, directors, and employees pursuant to this Agreement.

11.3 The indemnities granted in this Section 11 and in Section 7.2 shall survive the termination of this Agreement, whether said termination occurs due to the passage of time or otherwise.

## **Section 12. Insurance**

12.1 RMI shall continuously carry with a reputable insurance company or companies the following insurance:

12.1.a Worker's Compensation and Occupational Disease Insurance in such amounts as may be required by law.

12.1.b Bodily injury and property damage liability including, without limitation, comprehensive general liability ( including blanket contractual liability), comprehensive automobile liability and employer's liability, (hereinafter collectively "Liability Insurance").

12.2 The Liability Insurance obtained by RMI shall include provisions or endorsements stating that the carrier of the policy shall neither cancel the policy nor reduce the liability limits thereof without first giving thirty (30) days prior written notice to RMI and Concord.

12.3 Initial limits of liability (per occurrence) under the Agreement shall be as follows:

- (a) general liability: \$1,000,000.00; aggregate \$2,000,000.00
- (b) automobile liability: \$1,000,000.00
- (c) employer's liability: Statutory

12.4 A certificate in form satisfactory to Concord certifying to the issuance of such insurance from RMI insurer regarding the coverage provided by such insurance, shall be furnished to Concord prior to commencing work under this Agreement, and upon reasonable request thereafter.

## **Section 13. Successors and Assigns**

This Agreement shall be binding on the successors and assigns of RMI and Concord but shall not be assigned by either party except to an affiliated entity or for the purpose of obtaining financing without the written consent of the other party. "Affiliated entity" as used herein shall mean an entity owned or controlled by the assigning party.

## **Section 14. Applicable Law**

14.1 The construction, performance and validity of the Agreement shall be governed by the laws of the State of New Hampshire.

14.2 Any and all suits for any and every breach of this Agreement shall be commenced and maintained in any court of jurisdiction in the State of New Hampshire.

## **Section 15. Waiver**

Unless otherwise specifically provided by the terms of the Agreement, no delay or failure to exercise a right resulting from any breach of the Agreement shall impair such right or shall be construed to be a waiver thereof, but such right may be exercised from time to time and as often as may be deemed expedient. Any waiver shall be in writing and signed by the party granting such waiver. If any representation, warranty or covenant contained in the Agreement is breached by any party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach under the Agreement.

## **Section 16. Counterparts**

The Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, or in separate counterparts.

## **Section 17. Notices**

Any notices required hereunder shall be given in writing, by certified mail, to the parties at the addresses set forth below. Any oral notice necessitated by time constraints shall be confirmed in the manner described above to the other party:

Notice to Concord:

Joseph C. Musumeci  
Purchasing Director  
City Hall  
41 Green Street  
Concord, NH 03301

Notice to RMI:

Shelagh Connelly, President  
White Mountain Resource Management, Inc.  
P.O. Box 1081  
Ashland, NH 03217

**Section 18. Force Majeure**

18.1 Force Majeure shall mean any event which is beyond the reasonable control of, and without the fault of, the party claiming Force Majeure, including but not limited to: fire, flood, storm, acts of God, emergencies, accidental breakdown of WWTF equipment, or acts or actions of government or court, sabotage, and civil insurrection.

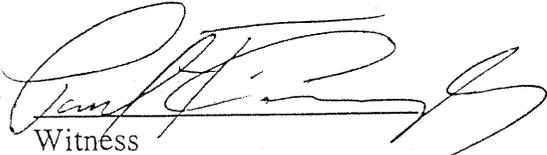
18.2 In circumstances other than those defined in Section 9, any party claiming Force Majeure shall give written notice to the other party of the Force Majeure event within seven (7) days thereof. Such party shall be excused from performance of its obligations hereunder for such time as was lost due to the Force Majeure, but not exceeding thirty (30) days, unless such party (a) has provided the other party within thirty (30) days of the Force Majeure event a written plan describing the cause of the Force Majeure and the steps it is taking to cure the Force Majeure with its best efforts, and (b) diligently acts with its best efforts to cure such Force Majeure. Should such extended cure period last more than three (3) months, then the non-Force Majeure party may at its option, terminate this Agreement upon ninety (90) days written notice.

**Section 19. Entire Agreement Modification**

The Agreement constitutes the entire understanding between the parties, supersedes any and all previous understandings between the parties, and binds and inures to the benefit of the parties, their successors and assigns. No modifications to this Agreement shall be valid unless in writing and signed by both parties hereto.

In Witness Whereof, The Agreement has been executed on behalf of the undersigned parties by their respective representative thereunto duly authorized, as of the date first written above.

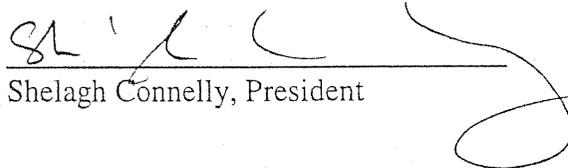
CITY OF CONCORD

  
Witness

  
Joseph C. Musumeci, CPPO

WHITE MOUNTAIN  
RESOURCE MANAGEMENT, INC.

  
Witness

  
Shelagh Connelly, President

## Appendix A

The biosolids from Concord shall comply with all of the criteria for beneficial utilization as specified in Env-Ws 800 and promulgated by the New Hampshire Department of Environmental Services. In particular, the metal standards (as required by reference to 40 CFR Part 503) for Table 1, Section 503.13 are listed below. The biosolids shall also meet the pathogen and vector attraction reduction requirements of 40 CFR Part 503.33(b)(6). Specifically, that Concord shall supply biosolids to RMI that shall be treated with enough lime to raise the pH to 12 for two hours and remain at a pH of 11.5 for an additional 22 hours without any additional lime added.

Table 1, Section 503.13

Arsenic	75
Cadmium	85
Copper	4,300
Lead	840
Mercury	57
Molybdenum	75
Nickel	420
Selenium	100
Zinc	7,500

Values indicate maximum concentration allowed in mg/kg.

**Addendum # 1**  
**to the**  
**Agreement to Provide Biosolids Recycling Services**  
**between the City of Concord**  
**and**  
**White Mountain Resource Management, Inc.**

The *Agreement to Provide Biosolids Recycling Services between the City of Concord and White Mountain Resource Management, Inc.* is hereby amended as attested to by the signature of both parties on this document Addendum #1. This Addendum #1 shall be in effect for the term commencing June 21, 2001 and ending June 30, 2006.

In addition to the original terms and conditions of the Agreement, the following terms and conditions are amended to the original Agreement pursuant to Section 6 as follows:

- I. Section 1 Basis of the Agreement of the original Agreement shall be amended as follows:

Replace the reference to the Rules in the final part of Section 1.1 with the following text:

- 1.1 "...in the New Hampshire Department of Environmental Services (NH-DES) Env-Ws 800 Sludge Management Rules."

This reference shall be accepted throughout the entire Agreement.

Replace all of Section 1.2 with the following text:

- 1.2 Concord agrees to provide RMI with 100% of the biosolids actually produced at the Concord WWTF, less an annual hold-back amount of up to 2,000 wet tons of Class A biosolids for specific use by the City of Concord or City residents.

Delete all of Section 1.3

II. Section 4 Pricing Provisions of the original Agreement shall be amended as follows:

Replace Section 4.1 with the following text:

- 4.1 For the recycling services to be provided by RMI pursuant to this Agreement, Concord agrees to pay RMI a recycling fee per wet ton according to the following schedule:
- 4.1.a Year # 1 (June 21, 2001 – June 30, 2002): Class B biosolids  
Concord transports with existing City equipment - \$25.55 per wet ton  
RMI transports with RMI trucks and existing City trailers - \$42.24 per wet ton
- 4.1.b After receipt of an approved SQC for Class A biosolids, allowing for general distribution and unrestricted use, from NH-DES:  
RMI transports with RMI trucks and existing City trailers - \$20.00 per wet ton
- 4.1.c Both parties shall agree to renegotiate the recycling fees and scope of services no later than June 30, 2003. The parties shall agree to establish such fees and services for the remaining term through June 30, 2006. The fees shall be agreed to and entered below into this Section 4.1.c of this Addendum. If the parties cannot agree to terms for the remainder of the Agreement, Section 5.2 of this Addendum shall be invoked.  
RMI transports with RMI trucks and existing City trailers - \$\_\_\_\_\_ per wet ton  
RMI transports with RMI trucks and RMI trailers - \$\_\_\_\_\_ per wet ton

It is understood that the recycling fees in Section 4.1 are based upon the current regulatory requirements in place in the State of New Hampshire at the time of signature of this Addendum. Any significant changes to the regulations governing the beneficial use of biosolids at the local, state or federal level shall be cause for re-negotiation of the scope of services and the recycling fees.

Replace Section 4.2 with the following text:

- 4.2 For non-standard sludge sent to alternative outlets, Concord agrees to reimburse RMI for the full amount of all payments actually made by RMI to dispose of non-standard sludge in a reasonable manner, plus 15%, provided the payments made by RMI are approved in writing in advance by Concord.

Replace Section 4.3 with the following text:

- 4.3 RMI shall be reimbursed for trucking services it provides for transporting non-standard sludge, or any other additional trucking services provided by RMI to Concord, at a rate of \$75.00 per hour from point of origin to point of return.

Replace Section 4.4 with the following text:

- 4.4 Concord agrees to reimburse RMI for any additional out-of-pocket fees as may be required by authorized regulatory agencies at cost plus 15%, provided Concord approved the service in writing, in advance. This shall include, but not be limited to analytical testing fees for biosolids, and regulatory fee requirements.

Insert a new Section 4.5 with the following text:

- 4.5 If the price of diesel fuel is \$2.00 per gallon or greater during the term that RMI provides biosolids recycling services to Concord pursuant to this Agreement, Concord agrees to pay RMI a fuel surcharge of \$14.99 per load of biosolids hauled by RMI trucks.

Replace original Section 4.5 with the following text as new Section 4.6:

- 4.6 The pricing provisions in Section 4.1, 4.3 and 4.5 shall be increased by 3% annually on the 1<sup>st</sup> day of July, unless otherwise specified.

III. Section 5 Agreement Duration of the original Agreement shall be amended as follows:

Replace Section 5 with the following text

- 5.1 The term of the Agreement as amended shall be deemed to have commenced on the 21<sup>st</sup> day of June 2001, and, unless terminated as provided elsewhere in the Agreement, shall expire June 30, 2006, unless both parties agree to extend the Agreement pursuant to the terms of Section 6.
- 5.2 Notwithstanding any other provision for termination in this Agreement, either party shall have the option to terminate this Agreement, for cause or convenience, upon 180 days written notice to the other party. Should the parties terminate the Agreement, neither party shall have any further obligations hereunder except for amounts due and owing upon termination.

IV. Section 7 Biosolids Quality of the original Agreement shall be amended as follows:

Add the following text to end of Section 7.1:

- 7.1 Concord shall produce primarily a Class A biosolids product. It is understood that on limited occasions Concord may need to revert to a Class B biosolids product. For either material, Concord shall be responsible for meeting the specific compliance criteria and product quality standards associated with these materials.

- V. Section 17 Notices of the original Agreement shall be amended as follows:  
Replace Section 17 with the following text:

Any notices required hereunder shall be given in writing, by certified mail, postage prepaid or by a nationally recognized overnight delivery service, to the parties at the addresses set forth below. Any oral notice necessitated by time constraints shall be confirmed in the manner described above to the other party:

Notice to Concord :  
Purchasing Director  
The City of Concord  
41 Green Street  
Concord, NH 03301

Notice to RMI:  
Shelagh Connelly, President  
White Mountain Resource Management, Inc  
P.O. Box 1081  
Ashland, NH 03217

with copy to:  
Superintendent  
Hall Street WWTF  
125 Hall Street  
Concord, NH 03301

For Overnight Delivery:  
White Mountain Resource Management, Inc  
Route 175  
Holderness, NH 03245

In Witness Whereof, The Addendum #1 has been executed on behalf of the undersigned parties by their respective representative thereunto duly authorized, as of the date of final signature written below.

THE CITY OF CONCORD

Douglas B. Poirer

Its: Purchasing Agent

Lyn May Spain  
Witness

June 15, 2001  
Date

WHITE MOUNTAIN  
RESOURCE MANAGEMENT, INC.

Shelagh Connelly

Its: President

Margaret A. Bonard  
Witness

June 14, 2001  
Date

**Addendum # 2**  
to the  
**Agreement to Provide Biosolids Recycling Services**  
**between the City of Concord**  
**and**  
**Resource Management, Inc.**

The *Agreement to Provide Biosolids Recycling Services between the City of Concord and Resource Management, Inc.* is hereby amended as attested to by the signature of both parties on this document Addendum #2. This Addendum #2 shall be in effect for the term commencing February \_\_\_\_, 2003 [commencement date] and ending June 30, 2006.

In addition to the original terms and conditions of the Agreement and the subsequent Addendum #1 [collectively termed the "Agreement"], the following terms and conditions are amended to the Agreement as follows:

- I. Section 4 Pricing Provisions of the Agreement shall be amended as follows:

Replace Section 4.1 with the following text:

- 4.1 For the recycling services to be provided by RMI pursuant to this Agreement, Concord agrees to pay RMI a Class B biosolids recycling fee per wet ton according to the following schedule:
- 4.1.a Year # 2 (July 1, 2002 – June 30, 2003): Class B biosolids
- Concord transports with existing City equipment - \$26.32 per wet ton
  - RMI transports with RMI trucks and existing City trailers - \$43.51 per wet ton
  - RMI transports with RMI trucks and RMI trailers - \$51.51 per wet ton
- 4.1.b After receipt of an approved SQC for Class A biosolids, allowing for general distribution and unrestricted use, from NH-DES:
- RMI transports with RMI trucks and existing City trailers - \$20.00 per wet ton
  - RMI transports with RMI trucks and RMI trailers - \$28.00 per wet ton

- 4.1.c Both parties shall agree to renegotiate the recycling fees and scope of services no later than six (6) months after Concord begins making a biosolids product that complies with the conditions of a Class A SQC issued by the NH-DES for general distribution and unrestricted use. Concord shall notify RMI in writing that this condition has been met, and the renegotiation date shall be set for six (6) months from that date.
- 4.1.d The parties shall agree to establish such fees and services for the remaining term through June 30, 2006. The fees shall be agreed to and entered below into this Section 4.1.d of this Addendum. If the parties cannot agree to terms for the remainder of the Agreement, Section 5.2 of the Agreement shall be invoked.

RMI transports with RMI trucks and RMI trailers - \$ \_\_\_\_\_ per wet ton

It is understood that the recycling fees in Section 4.1 are based upon the current regulatory requirements in place in the State of New Hampshire at the time of signature of this Addendum. Any significant changes to the regulations governing the beneficial use of biosolids at the local, state or federal level shall be cause for re-negotiation of the scope of services and the recycling fees.

II. Section 8 Biosolids Removal of the Agreement shall be amended as follows:

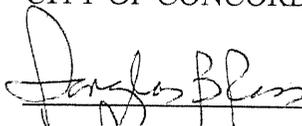
Insert Section 8.4 as follows:

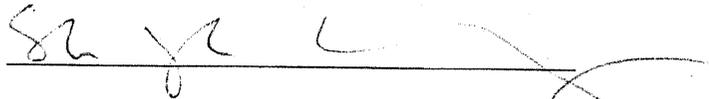
Should RMI be directed by the City to utilize existing City trailers, City shall provide trailers that have a valid State Inspection, have a sludge hauler permit in compliance with the Env-Ws 800 rules, are watertight and tarped, and meet safe operating standards, including a system for daily vehicle inspection reports. Concord shall be responsible for maintenance and repairs to be completed prior to RMI engaging City trailers daily. City shall swap existing City trailers into and out of the temporary loading bay.

In Witness Whereof, The Addendum #2 has been executed on behalf of the undersigned parties by their respective representative thereunto duly authorized, as of the date of final signature written below.

CITY OF CONCORD

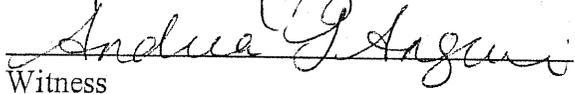
RESOURCE MANAGEMENT, INC.

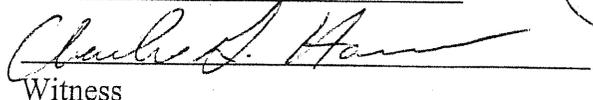
  
\_\_\_\_\_

  
\_\_\_\_\_

Its: Purchasing Agent

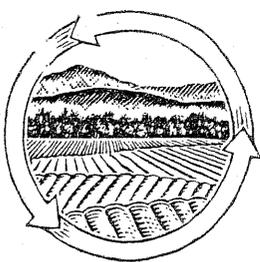
Its: President

  
Witness

  
Witness

Date: 2/26/03

Date: 1/30/03



# Resource Management Inc.

**COPY**

from  
Donna  
Copy in  
Book as  
well  
4/12/06  
DA

## Addendum # 3

to the

**Agreement to Provide Biosolids Recycling Services**

**between the City of Concord**

**and**

**Resource Management, Inc.**

The *Agreement to Provide Biosolids Recycling Services between the City of Concord and Resource Management, Inc.* is hereby amended as attested to by the signature of both parties on this document Addendum #3. This Addendum #3 shall be in effect for the term commencing July 1, 2006 [commencement date] and ending June 30, 2011.

In addition to the original terms and conditions of the Agreement and the subsequent Addenda #1 and #2 [collectively termed the "Agreement"], the following terms and conditions are amended to the Agreement as follows:

**I. Section 4 Pricing Provisions of the Agreement shall be amended as follows:**

Replace text in Section 4.1 with the following:

4.1 For the recycling services to be provided by RMI pursuant to this Agreement, Concord agrees to pay RMI a biosolids recycling fee per wet ton according to the following schedule:

4.1.a Class A biosolids

RMI transports with RMI trucks and RMI trailers: \$31.52 per wet ton

4.1.b Class B biosolids

RMI transports with RMI trucks and RMI trailers: \$57.98 per wet ton

[Delete Sections 4.1.c. and 4.1.d]

It is understood that the recycling fees in Section 4.1 are based upon the current regulatory requirements in place in the State of New Hampshire at the time of signature of this Addendum. Any significant changes to the regulations

governing the beneficial use of biosolids at the local, state or federal level shall be cause for re-negotiation of the scope of services and the recycling fees.

**II. Section 8 Biosolids Removal of the Agreement shall be amended as follows:**

Replace Section 8.4 with the following:

8.4 RMI shall be authorized continued access to and use of the pad located at the Penacook wastewater treatment facility for purposes of storing and processing wastewater solids. RMI shall be responsible for maintenance and upkeep of the pad.

In Witness Whereof, The Addendum #3 has been executed on behalf of the undersigned parties by their respective representative thereunto duly authorized, as of the date of final signature written below.

CITY OF CONCORD

RESOURCE MANAGEMENT, INC.

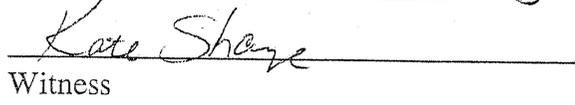
  
\_\_\_\_\_

  
\_\_\_\_\_

Its: Purchasing Agent

Its: President

  
\_\_\_\_\_

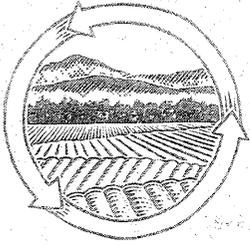
  
\_\_\_\_\_

Witness

Witness

Date: 4/10/06

Date: 3-14-06



# Resource Management Inc.

June 9, 2010

Douglas B. Ross  
Purchasing Manager  
City Hall  
41 Green Street  
Concord, NH 03301

**RE: Annual Price Adjustment to Agreement to Provide Biosolids Recycling Services between the City of Concord and Resource Management, Inc.**

Dear Mr. Ross:

This letter is to provide notice to the City of Concord of the annual price adjustment to the Biosolids Recycling Agreement. In accordance with the provisions of Section 4, the following pricing schedule shall be in effect commencing **July 1, 2010 through June 30, 2011**:

4.1a Class A biosolids recycling services	\$35.49 per wet ton biosolids recycled
4.1b Class B biosolids recycling services	\$65.28 per wet ton biosolids recycled
4.2 Non standard sludge	Cost plus 15% to alternative outlet
4.3 Trucking	\$97.87 per hour from point of origin and return
4.4 Out of pocket fees	Cost plus 15%
4.5 Fuel surcharge	\$19.57 per load if diesel $\geq$ \$2.00 per gallon
4.6 Annual increase for inflation	3% annually on July 1

Resource Management, Inc. is pleased to continue providing biosolids recycling services to the City of Concord. Feel free to call me with any questions.

Sincerely,

Maggie M. Crawford  
Bookkeeper

The undersigned, an authorized agent for this vendor, agrees to extend the following price(s), discount %, shipping and payment terms to the City of Concord for the period of 7/1/10 – 6/30/11:

<u>ITEM</u>	<u>FIRM, FIXED PRICE</u>	<u>DISCOUNT %</u>
1. Class A Biosolids	\$35.49 per wet ton	N/A
2. Class B Biosolids	\$65.28 per wet ton	N/A
3. Non-standard Sludge	Cost + 15%	N/A
4. Trucking	\$97.87 per hour	N/A
5. Out of Pocket Fees	Cost + 15%	N/A
6. Fuel Surcharge	\$19.57 per load when diesel > \$2/gal	N/A
7. High Carbon Wood Ash	\$9.27 per cubic yard	N/A
8. Short Paper Fiber	\$7.73 per cubic yard	N/A
9.		
10.		
11.		
12.		

Vendor Name: Resource Management, Inc.

Vendor Address: 1171 NH RT 175, Holderness, NH 03245

  
 Authorized Signature

Shelagh Connelly, President  
 Printed Name/Title

603.536.8900  
 Phone

603.536.8998  
 Fax

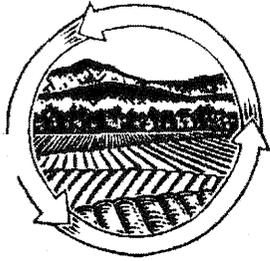
shelagh.connelly@rmirecycles.com  
 E-mail Address

PAYMENT TERMS: Net-30 Days

SHIPPING TERMS: FOB: DESTINATION  FOB: ORIGIN (Hall Street WWTF)

6/9/10  
 Date

Please sign and return to the Purchasing Division no later than June 25, 2010.



# Resource Management Inc.

## Concord Class A Biosolids Label

**Hall Street Wastewater Treatment Facility  
125 Hall Street  
Concord, New Hampshire 03301  
603-225-8691**

Concord Class A biosolids are a friable, soil-like, alkaline, fertilizer product. Quicklime or wood ash is utilized in the process to produce a material that is suitable for many uses. The slow release nutrients, organic content and high pH make it an excellent fertilizer and soil amendment for acidic native soils. Some typical uses of the product are as a fertilizer on corn or forage grass crops\*, commercial landscapes, ornamental trees and shrubs, and as the organic component in manufactured topsoil. The Concord Class A biosolids should not be applied within 35 feet of surface water\*\*, application should not exceed the recommended rates below nor should it be used for establishing residential lawns or in other settings frequented by the public such as public parks or ball fields.

Use	Application Rate
Corn	6-15 cubic yards/acre
Forage Grasses	6-15 cubic yards/acre
Lawns	1/8"-1/4" of biosolids spread over area
Ornamental Trees & Shrubs	1/8"-1/4" of biosolids spread over area

### Nutrients

Total Nitrogen (N)	Available Phosphate (P205)	Soluble Potash (K2O)
<b>2.55 %</b>	<b>0.63 %</b>	<b>.10%</b>

### Average Metals Concentration (mg/kg) of Concord Class A Biosolids

	As	Cd	Cr	Cu	Pb	Hg	Mo	Ni	Se	Zn
Concord Biosolids	2.9	0.6	11	103	11	0.4	3.2	7	1.66	208
NHDES Metal Standards	32	14	1000	1500	300	10	35	200	28	2500

Concord Class A biosolids are produced by adding quicklime or wood ash and thoroughly blending the solids with the alkaline amendment. This raises the pH to meet Vector Attraction Reduction requirements. In addition, the batch of biosolids is analyzed for pathogens to insure the final product meets State and Federal Class A standards.

\*If the Class A biosolids are used on an area larger than five acres or for topsoil manufacturing, then stockpiles need to be managed to minimize water running into and through them, and a nutrient recommendation must be obtained from UNH Cooperative Extension or other certified agricultural or crop advisor.

\*\*Concord Class A Biosolids should not be applied within 35' of surface water. In New Hampshire, the land application setback from designated rivers (as defined in RSA 483 - The Rivers Management & Protection Act) is 250' with immediate incorporation within 1/4 mile of a designated river.

Concord Class A Label 12-30-10