



DEPARTMENT OF ENVIRONMENTAL SERVICES



Thomas S. Burack, Commissioner

June 14, 2016

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Environmental Services (DES) to enter into a contract with Wright-Pierce, (VC #203111) Topsham, Maine in the amount of \$425,000.00 for as-needed engineering services for the Winnepesaukee River Basin Program (WRBP), effective upon Governor and Council approval through June 30, 2020. 100% WRBP Funds.

Funds are available in the account as follows, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified. Funding for FY 2018-2020 is contingent upon the availability and continued appropriation of funds.

Table with 5 columns: Account Number, FY17, FY18, FY19, FY20. Row 1: 03-44-44-442010-1300-046-500463, \$175,000, \$100,000, \$75,000, \$75,000. Row 2: Dept. Environmental Services, Winnepesaukee River Basin, Consultants

EXPLANATION

Approval of this request will authorize Wright-Pierce to perform engineering services under negotiated task orders for as-needed engineering services in support of the operations, maintenance, evaluation, compliance, and improvements of the WRBP infrastructure located in the Lakes Region. The DES-WRBP owns and operates the wastewater collection and treatment system for 10 communities that receive the benefit of the services. The WRBP serves the communities of Moultonborough, Center Harbor, Meredith, Gilford, Laconia, Sanbornton, Belmont, Tilton, Northfield, and Franklin that are represented by the WRBP Advisory Board.

The WRBP periodically requires engineering services on an as-needed basis or emergency contingency basis. The types of projects that could be assigned as task orders under this as-needed engineering services contract may include, but are not limited to:

- Planning studies, alternatives analyses, feasibility studies or preliminary design for projects such as those included in the WRBP Capital Investment Plan (CIP).
• Projects in the Implementation Plan and Schedule developed by the WRBP based on recommendations from the Maintenance, Operations, and Management (MOM) Study completed in 2013, including implementing an Asset Management Program and Collection System Evaluation Program.

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- Design, bidding assistance and construction management for projects deemed necessary to address unexpected problems or to repair/modify existing infrastructure due to deterioration or operational issues. Inspection and analysis of the structural integrity of DES-WRBP buildings, tunnels and other structures in response to unpredicted problems.
- Construction oversight/inspection services for emergency repairs. These projects might be triggered by emergencies such as storm or flood damage or unexpected system failures in major interceptors, pump stations or the treatment plant.

The professional services that are the subject of this contract are more completely described in Exhibit "A" of the contract.

The engineering firm was selected using the qualifications-based selection process required for consulting engineering services as described in RSA 21-I:22 and the State's Request for Proposal (RFP) dated February 24, 2015. The RFP was advertised in The Union Leader and The Concord Monitor newspapers and posted on the State's Administrative Services Purchase and Property website. Eight firms responded to the solicitation and were independently evaluated by the Selection Team (Team recommended by the WRBP Advisory Board. Four firms were shortlisted for interviews (see Attachment A). Based upon their superior proposals and interviews, the breadth of technical experience and expertise, and in recognition of the various initiatives that the WRBP will be undertaking over the next four years, the Team unanimously recommended that the WRBP enter into a contract with both of the highest ranking firms; Wright-Pierce was one of those two firms. Entering into a contract with Wright-Pierce was recommended by the WRBP Advisory Board on March 24, 2016.

All 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.

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

We respectfully request your approval.



For Thomas S. Burack, Commissioner

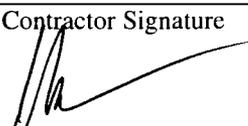
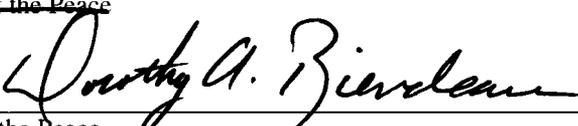
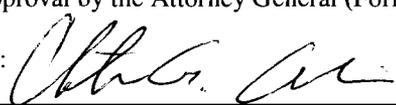
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 Wright-Pierce		1.4 Contractor Address 99 Main Street, Topsham, ME 04086	
1.5 Contractor Phone Number 888.621.8156	1.6 Account Number 03-44-442010-1300-046 500463	1.7 Completion Date June 30, 2020	1.8 Price Limitation \$425,000.00
1.9 Contracting Officer for State Agency Sharon McMillin		1.10 State Agency Telephone Number (603) 934-4032	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory John R. Nelson, Sr. Vice President	
1.13 Acknowledgement: State of <u>Maine</u> , County of <u>Sagadahoc</u> On <u>May 3rd, 2016</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <div style="text-align: center;">  [Seal] </div>			
1.13.2 Name and Title of Notary or Justice of the Peace <div style="text-align: center;"> <u>Dorothy A. Biendean, Notary</u> </div>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Clark Freise, Asst. Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>6/27/16</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

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

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

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

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

EXHIBIT A SCOPE OF SERVICES

I. The Engineer's Responsibilities

Upon execution of the Agreement, The Engineer agrees to proceed with all as-needed engineering services and other work as required and necessary to complete assigned task orders.

The types of projects that could be assigned task orders to the Selected Firms may include, but are not limited to:

- Planning studies, alternatives analyses, feasibility studies or preliminary design for projects such as those included in the WRBP Capital Investment Plan (CIP) that are scheduled to be addressed over the term of this contract.
- Alternatives analysis, recommendations and preliminary design reports to improve wastewater treatment and/or anaerobic digester efficiency and/or assess biogas co-generation alternatives and/or for improvements at pump stations. This could also include review of processes and procedures and inspection of process piping and equipment to determine best options to replace deteriorated infrastructure or improve operations.
- Consulting engineering or technical support services for wastewater treatment process optimization as part of trials or troubleshooting. This could be as-needed support from an individual or individual(s) within a firm(s) with specialized experience and expertise.
- Inspection and analysis of the structural integrity of WRBP buildings, tunnels and other structures in response to unpredicted problems.
- Design, implementation assistance and interpretation of collection system inspections and assessments for the WRBP (ex. Infiltration/Inflow (I/I) analysis, camera studies, ultrasonic inspections) including potential subcontractor selection and/or management.
- Design and construction oversight/inspection services for emergency repairs or for projects deemed necessary to address unexpected problems or to repair/modify existing infrastructure due to deterioration or operational issues. These projects might be triggered by emergencies such as storm or flood damage or unexpected system failures in major interceptors, pump stations or the treatment plant.
- Asset Management Program development and implementation assistance, including condition and criticality assessment, present worth and life cycle costs, work order generation and tracking capability. Access database migration of historic information.
- GIS mapping assistance; potentially to be incorporated into the Asset Management and Collection System Assessment initiatives.
- Technical assistance with SCADA and other electrical or electronic systems (ex. assistance with implementation of WRBP SCADA Standards and reprogramming to alleviate identified operational inconsistencies or migrate to handheld devices; or NEC 70E compliance assistance)
- Energy audits, health and safety audits, building commissioning, and historic preservation assessments, as needed.

- Value Engineering or similar project assessments.

The Engineer may use the services of subcontractor(s) where reasonable, appropriate and consistent with industry practice, as indicated herein:

- Work shall not be assigned to a subcontractor without prior approval of the DES-WRBP.
- The Engineer shall be fully responsible to the State for any acts, errors and omissions of subcontractor(s).
- Subcontractor(s) shall be bound by the same terms and conditions as those that bind the Engineer to the State, but there shall be no direct contractual relationship between a subcontractor(s) and the State.
- The State reserves the right to negotiate subcontractor service markup rates and qualifications.
- The Engineer shall be responsible for delivering all reports and documentation generated by any subcontractor.

II. The State's Responsibilities

- Assist the Engineer by placing at their disposal all available information pertinent to the assigned task order including all reports, studies, operating data, and other information relative to the project.
- Make provisions for the Engineer to enter upon the NHDES-WRBP facilities as required to perform the work assigned under this Agreement.
- Assist the Engineer in coordinating with the WRBP Advisory Board

III. Effective Date of Agreement

This Agreement shall take effect upon the date of approval by the Governor and Executive Council of the State of New Hampshire through June 30, 2020.

III. Time of Completion – Task Orders

The Engineer is to complete the work within the time frame negotiated for each task order.

IV. Contract Budget

The DES-WRBP will be billed for services as negotiated for each Task Order. Typically, this will be on a time and expense basis using the hourly billing rates that are stipulated in the Agreement, plus other allowable expenses. However, a lump sum or not-to-exceed basis may be negotiated for some task orders.

- Approval of this Agreement does not authorize expenditures in excess of the Price Limitation in Paragraph 1.8 of the Agreement.
- The Fee Schedule (submitted by the Engineer in response to the Request for Quotations) and the Fee Schedule and/or lump sum negotiated for each task order shall form the basis for

Engineer's compensation.

- Engineer to be paid within thirty (30) days of submission of invoice at satisfactory completion of work. Payment for services under this Agreement will be made after submission of invoice and other documentation which may be required to verify satisfactory completion of the services more fully described in each task order.
- Engineer shall not submit invoices more frequently than once per month.
- No minimum amount of work or dollar amount is guaranteed to the Engineer.

The Task Orders negotiated with the Engineer as part of the qualifications-based selection process and recommended by the WRBP Advisory Board on April 24, 2016 are included in the budget and request for approval of the Agreement. The total price limitation provides a contingent amount for each fiscal year of the contract term. Please be aware that the contract price limitation does not obligate the WRBP to award task orders in the full amount of the price limitation.

Information contained in the State's Request for Quotation dated February 24, 2015, Addendum #1 dated March 16, 2015, and Addendum #2 dated March 23, 2015 is hereby included in Exhibit A by reference. All information included in the Engineer's Proposal is included herein by reference.

EXHIBIT B COST PROPOSAL & TERMS OF PAYMENT

The general form of compensation for work performed under the contract shall be on a time and materials (T/M) cost-basis, with some fixed prices for certain travel and other items. Each task order shall be negotiated and a scope, schedule and budget agreed upon prior to initiation of work.

- The fee for each task shall be based on Labor Costs, plus Reimbursable Expenses and charges for subconsultants' and subcontractors' services. Labor Costs are defined as the sum of the following:
 - Direct Labor Costs chargeable to the Project.
 - Indirect Costs at a rate established in accordance with EPA guidelines. Indirect Costs are determined by multiplying Direct Labor Costs by the Indirect Cost Rate.
 - Profit mark-up shall be 15% and shall only apply to Engineer's direct labor and indirect costs.
- Billing Rates for subconsultants and subcontractors shall be inclusive of direct labor, overhead, and profit, unless otherwise negotiated for a specific task order. The Engineer's mark-up on subconsultants and subcontractors shall be 10%.
- "Direct Labor Costs" means salaries and wages paid to Engineer's personnel, but does not include the cost of normal and statutory benefits. For salaried personnel the imputed direct hourly rate shall be the weekly salary divided by 40. Direct Labor Costs and the factor applied to Direct Labor Costs will be adjusted as may be appropriate to reflect changes in the various elements that comprise them. All such adjustments will be in accordance with generally accepted accounting practices and will be consistent with Engineer's overall compensation practices and procedures.
- "Indirect Cost Rates" (Overhead Rates) shall be adjusted on a calendar year basis using the backward-looking, audited rate for the prior year in accordance with EPA Guideline as described in the Fee Schedule. However, once a task order has been approved, the overhead rates for that task order shall not be changed. Overhead rates shall provide all-inclusive costs, including all federal, state and local taxes, all payroll (direct labor) related costs, bonding, insurance (general liability, professional liability, and worker's compensation).
- Engineer, Subconsultant and Subcontractor labor costs shall clearly delineate when they apply to office time, on-site time and travel time. On-site labor time shall be measured from the time of arrival on-site to the time of departure each day. Travel time shall be measured from and to the contractor's primary office location to the WRBP job site. The maximum compensation for labor travel time shall be 2 hours each way per day. Engineer and subconsultants shall carpool and/or make appropriate travel arrangements, as necessary, to minimize mileage expense to the extent feasible.
- The Engineer's Fee Schedule provides the current direct labor rates for staff anticipated to work on Task Orders under this Agreement on a signed NHDES Form 5700-41. The Fee Schedule also provides the current Indirect Cost Rate and rates for reimbursable expenses for travel, equipment and supplies.
- All items listed in the Fee Schedule with a specified unit price shall be considered Usual and Customary rates, to which no markup may be added when billed to the State.

Initials D
Date 5/3/16

- All items listed in the Fee Schedule as “At Cost” shall be based on the actual cost to the Engineer.

The Engineer’s Fee Schedule is attached.

Initials BR
Date 5/3/16

The following summarizes the proposed fee schedule for the WRBP As-Needed Engineering Services starting in the State’s fiscal year 2017:

DIRECT LABOR RATES

The attached 5700-41 form provides a summary of typical direct labor rates based on job classifications. For time charge billing, the actual direct labor rate of individuals will be used, and the agreed upon rates for overhead and profit. Also attached is a staffing list of the individuals anticipated to be working on the proposed tasks, and their current direct labor rates. The direct labor rates for each individual will change at the time of their annual salary adjustment.

On-site labor shall be measured from the time of arrival on-site to the time of departure each day. Travel time shall be measured from and to the employee’s primary office location to the WRBP job site. The primary office location for each staff member is shown in the attached staffing list. The maximum compensation for labor travel time shall be 2 hours each way each day. The following table summarizes the the typical travel time for each office:

Office	Typical One-Way Travel Time
Manchester, New Hampshire	53 minutes
Portsmouth, New Hampshire	1 hour, 22 minutes
Portland, Maine	2 hours, 9 minutes
Topsham, Maine	2 hours, 36 minutes
Providence, Rhodes Island	2 hours, 27 minutes
Andover, Massachusetts	1 hour, 15 minutes

INDIRECT COST RATE (OVERHEAD RATE)

In accordance with EPA guidelines, Wright-Pierce’s audited overhead rates fluctuate on an annual basis and are backward looking. Thus, the 2016 overhead rates utilize the audited rate for 2015 expenses. The 2016 audited overhead rate for office work is 168.13% and for Resident Engineering Services is 112.04%.

The overhead rates includes account tracking and invoice preparation as requested.

The attached 5700 form includes the second page with the standard certification and has been signed to confirm that the rate is in accordance with EPA-approved accounting principles.

FEE SCHEDULE

OTHER DIRECT COST RATES FOR TRAVEL, EQUIPMENT AND SUPPLIES

The table below shows applicable rates for non-labor billing. Air travel expenses are not anticipated for any Wright-Pierce personnel or sub-consultants. For extended field work, overnight lodging might be a possibility for certain staff, but is not anticipated at this time.

Description	Billing Rate
Mileage	IRS Rate
Meals and Tips	At Cost
Room	At Cost
Postage	At Cost
Photocopies	\$.10/copy
Other Printing	At Cost
Blue Line Prints	\$.15/sq. ft.
Cadd Bond	\$.15/sq. ft.
Mylar	\$1.00/sq. ft.
Publications	At Cost
Photography	At Cost
Other Office Supplies	At Cost
Field Notebooks	\$10.00/each
Total Station Equipment	\$10.00/hour
Survey Auto Level	\$5.00/day
Other Field Supplies	At Cost
Subcontracts	1.1 x Cost

SUBCONSULTANT, SUBCONTRACTOR, AND RENTAL SERVICE

Wright-Pierce has a strong working relationship with a wide range of New Hampshire based subconsultants, and will make the use of New Hampshire based subconsultants a priority. For the draft work tasks, we have not selected any specific subcontractor at this time. Wright-Pierce is also willing to consider working with subconsultants and subcontractors that have performed well for WRBP on past projects.

PROFIT/SUBCONTRACTOR MARK-UP

The agreed-upon profit rate on labor costs (inclusive of overhead) is 15%. For subconsults and subcontractor services, the agreed-upon mark-up is 10%. As shown in the table above, rates for non-labor items are generally at cost.

COST OR PRICE SUMMARY FORMAT FOR SUBAGREEMENTS UNDER NH SAG & SRF			Form Approved DES 3/96	
PART I - GENERAL				
1. APPLICANT - Winnepesaukee River Basin Program			2. GRANT/LOAN NO. CWSRF-	
3. NAME OF CONTRACTOR OR SUBCONTRACTOR - Wright-Pierce			4. DATE OF PROPOSAL 4/22/2016	
5. ADDRESS OF CONTRACTOR OR SUBCONTRACTOR (Include ZIP) 230 Commerce Way, Suite 302, Portsmouth, NH 03801			6. TYPE OF SERVICE TO BE FURNISHED Evaluation, Design, Construction Services	
PART II - COST SUMMARY				
7. DIRECT LABOR (Specify labor categories)	HOURS	HOURLY RATE	ESTIMATED COST	TOTAL
Principal-in-Charge	0	\$69.01	\$0.00	
Project Manager	0	\$54.59	\$0.00	
Technical Advisor	0	\$58.20	\$0.00	
Sr Project Engineer	0	\$43.26	\$0.00	
Project Engineer	0	\$36.82	\$0.00	
Staff Engineer	0	\$28.84	\$0.00	
GIS Specialist	0	\$32.96	\$0.00	
Civil Engineer	0	\$44.29	\$0.00	
Architect	0	\$44.29	\$0.00	
Structural Engineer	0	\$54.59	\$0.00	
Mechanical Engineer	0	\$44.29	\$0.00	
Instrument. Engineer	0	\$48.93	\$0.00	
Electrical Engineer	0	\$52.53	\$0.00	
Sr Engineering Technician	0	\$38.63	\$0.00	
Engineering Technician	0	\$25.75	\$0.00	
Admin. Assistant	0	\$19.57	\$0.00	
DIRECT LABOR TOTAL:				\$0
8. INDIRECT COSTS (Specify indirect cost pools)	RATE	x BASE =	ESTIMATED COST	
	168.13%	0.00	\$0.00	
INDIRECT COSTS TOTAL:				\$0
9. OTHER DIRECT COSTS				
a. TRAVEL			ESTIMATED COST	
(1) TRANSPORTATION	1	\$0.00	\$0.00	
(2) PER DIEM	1	\$0.00	\$0.00	
TRAVEL COSTS TOTAL:			\$0.00	
b. EQUIPMENT, MATERIALS, SUPPLIES (Specify categories)			ESTIMATED COST	
Printing, postage, telephone, fax, etc.	1	\$0.00	\$0.00	
EQUIPMENT SUBTOTAL :			\$0.00	
c. SUBCONTRACTS			ESTIMATED COST	
			\$0.00	
			\$0.00	
SUBCONTRACTS SUBTOTAL :			\$0.00	
d. OTHER (Specify categories)			ESTIMATED COST	
Resident Project Representative	0	\$0	\$0.00	
OTHER SUBTOTAL :			\$0.00	
e. OTHER DIRECT COSTS TOTAL :				\$0
10. TOTAL ESTIMATED COST				\$0
11. PROFIT				\$0
12. TOTAL PRICE				\$0.00

This proposal is submitted for use in connection with and in response to (1) As Needed Engineering Services. This is to certify to the best of my knowledge and belief that the cost and pricing data summarized herein are complete, current, and accurate as of (2) May 3, 2016 and that a financial management capability exists to fully and accurately account for the financial transactions under this project. I further certify that I understand that the subagreement price may be subject to downward renegotiation and/or recoupment where the above cost and pricing data have been determined, as a result of audit, not to have been complete, current and accurate as of the date above.

(3) May 3, 2016
DATE OF EXECUTION

 John R. Nelson
SIGNATURE OF COMPOSER

Vice President
TITLE OF COMPOSER

14. LOAN RECIPIENT

I certify that I have reviewed the cost/price summary set forth herein and the proposed costs/price appear acceptable for subagreement award.

DATE OF EXECUTION

SIGNATURE OF REVIEWER

TITLE OF REVIEWER

**Winnepesaukee River Basin Program
As-Needed Engineering Services
Anticipated Staffing List**

Job Category	Intended Staff	Direct Labor Rate, \$/hr	Home Office	Anticipated Assignments
Principal-in-Charge	Paul F. Birkel	\$66.95	Portland	All
	Timothy R. Vadney	\$54.00	Portsmouth	All
Project Manager	Jeffrey R. Pinnette	\$53.00	Topsham	WWTF
	Laurie L. Perkins	\$52.68	Manchester	Collection System
Technical Advisor	W. Douglas Hankins	\$59.07	Portland	Process Optimization
	Victor S. Krea	\$53.75	Topsham	Financial
	Paul D. Brinkman	\$61.32	Andover	WWTF Asset Management
Sr Project Engineer	David F. Tobiason	\$47.25	Portland	Process Opt./ Solids Handling
	David L. Cockburn	\$39.25	Topsham	WWTF Asset Management
Project Engineer	Michael R. Theriault	\$36.41	Manchester	Process Opt./ Solids Handling
	Matthew J. Corbin	\$36.71	Andover	Collection System AM
	Donald L. Song	\$38.00	Portland	Process Opt./ Solids Handling
	D. Andrew Morrill	\$34.00	Portsmouth	Process Opt./ Solids Handling
Staff Engineer	Justin D. Motta	\$32.97	Andover	Collection System AM
	Kristen Y. Lemasney	\$31.25	Portsmouth	Process Opt./ Solids Handling
	Michael A. Curry	\$32.00	Portsmouth	Process Opt./ Solids Handling
	Benjamin W. Stiles	\$29.00	Topsham	Collection System AM
	Adam C. Higgins	\$25.46	Andover	Collection System AM
	Eliza J. Morrison	\$25.97	Manchester	Collection System AM
GIS Specialist	Jeffrey M. Normandin	\$32.30	Portsmouth	Collection System AM
Civil Engineer	Jeffrey D. Preble	\$42.84	Topsham	Asset Management
Architect	Danial I. Pratt	\$52.50	Topsham	Asset Management
Structural Engineer	David C. Skidgel	\$54.50	Portland	Asset Management
Mechanical Engineer	Nathaniel S. Balch	\$44.50	Portsmouth	Asset Management
Instrument. Engineer	Scott L. Hinckley	\$51.50	Topsham	Asset Management/SCADA
	Alex J. Misiaszek	\$46.95	Portsmouth	Asset Management/SCADA
Electrical Engineer	Stephen A. LaPrise	\$53.00	Andover	Asset Management/Electrical
	Luke J. Conte	\$50.50	Portsmouth	Asset Management/Electrical
Sr. Engineering Technician	Robert C. Barnes	\$41.48	Topsham	Solids Handling
	Robert C. Babcock	\$35.28	Providence	Solids Handling
Engineering Technician	Joseph K. Potter	\$23.95	Portland	Solids Handling
	Barry B. Beauchesne	\$28.00	Topsham	Solids Handling
	Christopher G. Hinckley	\$24.60	Topsham	Solids Handling
	Robera A. Oliver	\$27.00	Topsham	Solids Handling
	Richard J. Bourget	\$31.10	Topsham	Solids Handling
	Jeffrey W. Blackman	\$25.50	Topsham	Solids Handling
Admin. Assistant	Crystal L. Deroscher	\$17.50	Topsham	All
	Lynn M Kessler	\$17.50	Manchester	All
	Anita L. Shafer	\$23.00	Portsmouth	All
	Mellisa A. Sherlin	\$20.50	Andover	All
	Susan Gill	\$20.40	Topsham	All

EXHIBIT C SPECIAL PROVISIONS

Item 1.

Delete P-37 Agreement item 13 which reads:

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

Replace P-37 Agreement item 13 with the following:

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

Item 2.

Delete P-37 Agreement item 14.1.2 which reads: “fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

In consideration of this modification to the Agreement, the Engineer shall ensure that all electronic data is backed-up in multiple office locations and, in the case of fire or other catastrophic event, all data subject to P-37 Agreement item 9.2 shall be provided or re-created by the Engineer at no additional cost to the State.

Item 3.

Engineer shall carry professional liability insurance for errors and omissions in amounts of no less than \$3,000,000 per claim, and \$3,000,000 aggregate.

Initials 
Date 3/13/16

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 WRIGHT - PIERCE a(n) Maine corporation, is authorized to transact business in New Hampshire and qualified on September 4, 1956. I further certify that all fees and annual reports required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 26th day of April, A.D. 2016

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

William M. Gardner
Secretary of State

WRIGHT-PIERCE
CERTIFICATE OF VOTE

I, Walter J. Flanagan III, hereby certify that I am the duly elected clerk of Wright-Pierce.

I certify that the following is a true copy of a vote taken at a meeting of the board of directors of the corporation, duly called and held on April 6, 2016, at which a quorum of the board was present and voting.

VOTED:

That any one or all of the following officers of Wright-Pierce, on behalf of the corporation, are authorized to execute all Wright-Pierce contracts, both service agreements and general contractual obligations:

John W. Braccio, President
William E. Brown, Chairman
Peter C. Atherton, Vice President
Paul F. Birkel Vice President
Richard N. Davee, Vice President
Jonathan C. Edgerton, Vice President
Walter J. Flanagan III, Vice President
Michael D. Giggey, Vice President
Jeffrey P. Musich, Vice President
John R. Nelson, Vice President
Christopher N. Pierce, Vice President

I hereby certify that said vote has not been amended or repealed and remains in full force and effect.

seal


Walter J. Flanagan III, Clerk

Date: April 21, 2016



CERTIFICATE OF LIABILITY INSURANCE

WRIGHT--01 MARSENAULT

DATE (MM/DD/YYYY)
12/31/2015

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).

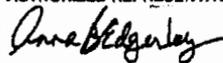
PRODUCER Norton Insurance Agency 275 US Route 1 Cumberland Foreside, ME 04110	CONTACT NAME: PHONE (A/C, No, Ext): (207) 829-3450 FAX (A/C, No): (207) 829-6350 E-MAIL ADDRESS:														
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: The Travelers Insurance</td> <td>25674</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: The Travelers Insurance	25674	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															
INSURED Wright-Pierce, c/o John Nelson 99 Main St Topsham, ME 04086															

COVERAGES **CERTIFICATE NUMBER:** **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 SUBR INSP 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 type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	630-6G892930	01/01/2016	01/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input 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	BA6G892930	01/01/2016	01/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		CUP7G000536	01/01/2016	01/01/2017	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ Aggregate \$ 10,000,000
A	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 <input type="checkbox"/> N/A	UB5G893096	01/01/2016	01/01/2017	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER NH Department of Environmental Services WRBP Sharon McMillin, Administrator 528 River St. 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 
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Attachment A

Selection Team Rankings

Proposal Rankings - 8 Responding Firms:

Proposer	Proposal Ranking Scores	Overall Proposal Rank
Brown & Caldwell	67	2
CMA Engineers	44	
Dubois King	52	
Hoyle Tanner	65	3
SDE	18	
Water Planet	18	
Weston & Sampson	64	4
Wright-Pierce	74	1

Bold - firms selected for interviews

Firms Unanimously Recommended for Contract Negotiations

Wright-Pierce
Brown & Caldwell

Selection Team Members:

Ray Korber (Bay District Advisory Board Representative)
 Peter Nourse (Gilford Advisory Board Representative)
 Rene Pelletier (DES, Water Division, Assistant Director)
 Sharon McMillin (WRBP Administrator)
 Steve Dolloff (WRBP Superintendent)

Interview Rankings - 4 firms selected for interviews:

Firm	Interview Ranking Scores	Overall Interview Ranking
Brown & Caldwell	87	1
Hoyle Tanner	66	2
Weston & Sampson	66	2
Wright-Pierce	87	1

Bold Firms Selected for As-Needed Engineering Contracts