



**THE STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF TRANSPORTATION**



*Victoria F. Sheehan*  
 Commissioner

*William Cass, P.E.*  
 Assistant Commissioner

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

Bureau of Highway Design  
 March 16, 2022

**REQUESTED ACTION**

Authorize the Department of Transportation to enter into an agreement with University of Maine, Advanced Structures and Composites Center (Vendor 177143), for manufacturing of a culvert outlet diffuser for use at a proposed rehabilitation of a culvert carrying Rocky Hill Brook under NH Route 85 in Exeter, effective upon Governor and Council approval, through September 30, 2022. 100% Federal Funds.

Funds to support this request are available in the following account in State FY 2022.

04-96-96-963515-3054	<u>FY 2022</u>
Consolidated Federal Aid	
400-500871 Highway Materials	\$20,000.00

The Consolidated Federal Fund, AU 3054, is utilized at this time to encumber funds for this request. Actual funding sources will be determined by each particular project incurring expenses as a result of this request.

**EXPLANATION**

The Department has identified a culvert in need of rehabilitation or replacement within its CRDR program. The location conveys Rocky Hill Brook under NH Route 85 through a 42" cmp that has lost its invert to rust and abrasion over time. There is 20 feet of cover over the culvert, making replacement difficult and expensive without road closure.

The existing location minimally passes larger storms, making sliplining difficult without excessive headwater rise. Due to existing pipe slope, lining with a corrugated metal pipe would satisfy minimal velocity increase, however headwater height would be higher than Department design criteria. Sliplining with a smooth pipe would minimize headwater, but increase velocity too much. A diffuser would spread out, and slow down outlet flow, while increasing capacity by 35%, making rehabilitation possible.

The typical method of design and bid does not work well for a product as new to the market as a diffuser. There are some designs and research of diffusers, but not a product catalog. NHDOT would have to design, detail and spec out a diffuser, with little in-house knowledge on the subject. Bid costs would likely be high due to unknowns.

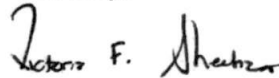
University of Maine, Advanced Structures and Composites Center, has researched diffuser technology and developed and printed diffusers that are in use. The NHDOT project will be Composites Center's first printing with materials equal to life span of HDPE. Cost to NHDOT will involve materials manufacturing, machining, and shipping, up to a maximum of \$20,000.00. University of Maine has identified that cost will likely be above that amount and are using the term "cost-share" when describing the efforts. The end product furthers their research on a diffuser of such material, as well as applying the technology to the largest size they have printed.

Project # 40792M STIC- Exeter Diffuser, is being used for the funding for the diffuser. The construction project will be advertised under Project # 43254 Exeter. Prior to the start of construction, the diffuser will be shipped to the Department by the University of Maine and an item will be in the bid plans for installation.

This Agreement has been approved by the Attorney General as to form and execution. The Department has verified that the necessary funds are available. Copies of the fully-executed Agreement are on file at the Secretary of State's Office and the Department of Administrative Services, and subsequent to Governor and Council approval will be on file at the Department of Transportation.

It is respectfully requested that authority be given to enter into an Agreement for manufacturing services as outlined above.

Sincerely,

A handwritten signature in black ink, appearing to read "Victoria F. Sheehan". The signature is written in a cursive style with a large initial "V".

Victoria F. Sheehan  
Commissioner

Attachments

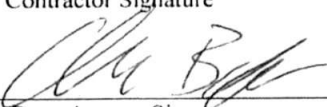
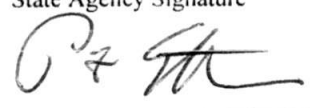
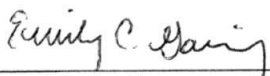
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Department of Transportation		1.2 State Agency Address 7 Hazen Drive, Concord, NH	
1.3 Contractor Name University of Maine System acting through University of Maine Advanced Structures and Composites Center		1.4 Contractor Address 35 Flagstaff Rd., Orono, ME 04469-5717	
1.5 Contractor Phone Number 207-581-2119	1.6 Account Number 04-96-96-963515-3054-500871	1.7 Completion Date 9/30/2022	1.8 Price Limitation \$20,000.00
1.9 Contracting Officer for State Agency Kirk Mudgett		1.10 State Agency Telephone Number (603) 271-3734	
1.11 Contractor Signature  Date: 3/16/22		1.12 Name and Title of Contractor Signatory Christopher Boynton, Director, Office of Research Administration	
1.13 State Agency Signature  Date: 4/5/2022		1.14 Name and Title of State Agency Signatory Peter Stamnas, Director of Project Development, NHDOT	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 4/12/2022			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

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

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

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

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

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

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

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

**8. EVENT OF DEFAULT/REMEDIES.**

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

**9. TERMINATION.**

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

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

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

**10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

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

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

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

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

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.**

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

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

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

Contractor Initials CB  
Date 3/16/22

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### 14. INSURANCE.

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

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

#### 15. WORKERS' COMPENSATION.

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

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

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

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

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

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

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

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

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

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

24. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

## Exhibit A – Modifications and Provisions to this Agreement

NOW, THEREFORE, the parties hereto agree as follows:

**7. Personnel** – Section 7.2 is deleted in its entirety and replaced as follows:

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 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.

**9. Termination** – Amend Section 9.1 by adding the following:

The Parties may mutually agree to termination at any time or either Party may terminate this agreement by providing 30 days' advance written notice to the other Party. Upon receipt of notice of termination, UMaine shall refrain from incurring any further costs under this agreement and shall use its best efforts to cancel commitments made by it prior to receipt of such notice. NHDOT shall pay for allowable expenses incurred, including non-cancelable commitments, prior to the specified date of termination.

**13. Indemnification** – Delete Paragraph 13 and replace it as follows:

Nothing in the agreement shall be construed as an indemnification by one party of the other for liabilities of a party or third persons for property loss or damage or death or personal injury arising out of the performance of this agreement. Any liabilities or claims for property loss or death or personal injury by a party or its agents, employees, contractors or assigns or by third persons, arising out of and during this agreement shall be determined according to applicable law. Nothing contained herein shall be construed as a waiver of the sovereign immunity of any party and each party shall continue to enjoy all rights, claims, immunities and defenses available to it under law.

**14. Insurance** – Section 14.2 shall be replaced with:

The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved by Maine Bureau of Insurance”.

**15. Workers' compensation** – Section 15 is deleted in its entirety and replaced with:

The Contractor will comply with providing workers compensation coverage under Maine law/jurisdiction.

**18. Choice of Law and Forum** – Section 24 is deleted and replaced with:

The parties reserve all rights as to the law and forum governing any disputes arising under this agreement.

## Exhibit B – Scope of Services

### Background Need and Purpose:

Exeter, state project #43254, is a proposed rehabilitation of a culvert carrying Rocky Hill Brook under NH Route 85. The culvert is very deep (20 ft) and therefore, replacement is deemed very costly. The site poses challenges in rehabilitation due to pipe slope. NHDOT has an obligation to meet stream crossing rules and wetland permitting rules, of which both limit outlet velocity rehabilitated, or lined culverts. The existing site already sees some erosion at its outlet. A smooth lined pipe would create velocities beyond aquatic life passage needs as well as add to outlet erosion concerns. A culvert diffuser meets those permitting needs by slowing down velocity prior to discharging flow.

University of Maine, Advanced Structures and Composites Center, has interest to further their research on 3D printing. A diffuser design of this size is integral to furthering the research by UMaine. Continued research into the functioning and integrity of the manufactured diffuser is integral to furthering the research.

### Services:

1. University of Maine System acting through the University of Maine, Advanced Structures and Composites Center, herein referred to as UMaine, shall manufacture a culvert outlet diffuser for use in Exeter, state project #43254, at a proposed rehabilitation of a culvert carrying Rocky Hill Brook under NH Route 85.
  - a. UMaine shall design, manufacture, perform applicable ASTM testing on the culvert diffuser for the existing 42" cmp culvert.
  - b. Diffuser shall be divided into four segments for easy transportation, due to the approximate overall dimensions of 15 feet in length and 3 feet in width.
  - c. UMaine shall also provide test panels for location at the construction site for follow up testing and reporting. One panel for one year after construction, and one panel for two years after construction.
  - d. Once manufactured, UMaine shall ship diffuser and test panels to NHDOT. Cost of shipping is included in contract price.



## Exhibit C – Contract Price/Price Limitation/Payment

### 1. Fixed Price Contract:

- a. The agreed to fixed price of the contract is \$20,000.
- b. NHDOT shall pay any costs for material, manufacturing, machining, and shipping related to the services described in the scope of work for an amount of up to, and not to exceed, \$20,000. The parties agree that NHDOT's payments for the scope of services shall be capped at \$20,000 and that UMaine shall be solely responsible for any such costs which exceed \$20,000.

### 2. Price Limitation:

- a. NHDOT is using State Transportation Innovation Council (STIC) funding (which is provided by the Federal Highway Association (FHWA)) to cover costs paid to UMaine.
- b. The MAXIMUM amount of funds available for this project for reimbursement under this AGREEMENT from NHDOT shall be \$20,000. The MAXIMUM payment of up to \$20,000 will be made to UMaine for this work.

### 3. Terms of Payment

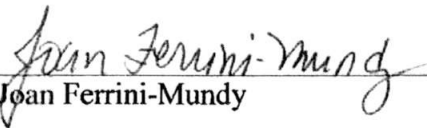
- a. UMaine will invoice NHDOT upon delivery of the culvert outlet diffuser for work completed. NHDOT will distribute funds net 30 days to UMaine upon acceptance of the diffuser.

## DELEGATION OF SIGNING AUTHORITY

I, Dr. Joan Ferrini-Mundy, President of the University of Maine and its regional campus University of Maine Machias, hereby authorize the Director of the Office of Research Administration, the Associate Director of the Office of Research Administration, and the Vice President for Research and Dean of the Graduate School, at the University of Maine, to sign on behalf of the University of Maine:

- a) Applications for extramural awards (grants, cooperative agreements and contracts) not to exceed \$1,999,999.00
- b) Sponsored Award agreements (grants, cooperative agreements and contracts) not to exceed \$1,999,999.00

Administrative Procedures Letter (APL attached) IV-C of August 6, 2010 provides a detailed review of related signature authorizations within the University of Maine System.

  
Dr. Joan Ferrini-Mundy

6/19/19  
Dated

CC: Claire Strickland, CBO UMS  
Kody Varahramyan, VPRDGS UMaine  
Jeffrey Hecker, Provost UMaine

## Common Proposal Reference Information

### GENERAL

**Legal Name:** University of Maine System acting through Univ. of Maine

**Address:** 5717 Corbett Hall, Orono, ME 04469-5717

**Phone:** 207-581-1484

**Fax:** 207-581-1479

**Email:** [umgrants@maine.edu](mailto:umgrants@maine.edu)

**AOR/ Authorized Organizational Representative:** Christopher Boynton, Director, ORA

DUNS*	186875787
UEI*	PB3AJE5ZEJ59
EIN	016000769
NIH EIN	1016000769A2
DHHS Pin #	6J83B
USDA ASAP #	2327021
NAICS Code	611310
CAGE code*	0NNW8
Animal Welfare Assurance Number	A3754-01
FWA (Federal-Wide Assurance/ Human Subjects)	FWA00000479
Cognizant Agency Info for F&A/IDC	Rate agreement date: 07/06/2021 by DHHS, Douglas Molina, 212-264-2069
SAM Registration	Expires 09/17/22

### BUDGETARY

#### Indirect (F&A) Rates

July 1, 2021 – June 30, 2023		
47.5%	On Campus	Research
53%	On Campus	Instruction
32%	On Campus	Other
26%	Off-Campus	All

July 1, 2023 – June 30, 2025		
47.7%	On Campus	Research
53%	On Campus	Instruction
32%	On Campus	Other
26%	Off-campus	All

#### Fringe Benefit Rates

FY 22		FY 23 +	
54.2%	All regular employees	57.7%	All regular employees
8.3%%	Faculty Summer Salary & Temp employees	7.9%	Faculty Summer Salary & Temp employees

### **OTHER Helpful Rates**

Minimum Stipend for PhD Students (12mo)	\$25,333 (add 3%/year)
Min. Stipend for Masters Students (12mo)	\$22,000 (add 3%/year)
Grad Student Health Ins. 2021/22	\$2,386 (add 5%/year)
1/2 Grad Student Health 2020/21 (req min.)	\$1,193 (add 5%/year)
Tuition Rate/Credit Hour (in-state)	\$541 (add 3%/year)
Standard Graduate Credit Hours	9 per spring and fall semester, 6 per summer semester. Must maintain at least 13 credits per year to be enrolled full time.
Academic Cycle Working Hrs (9mo)	1560 hrs
Calendar Year Working Hrs (12mo)	2080 hrs
Course Buy-out	12.5% of salary (1/8 of academic appointment)

### **Commonly Used ACCOUNT CODES**

60400	Postage/ Shipping/FedEx	60000	Independent Personal Svcs (Human Subjects)
60600	Printing & Copying Svces.	60004	Honoraria and Lecture Fees
61008	Interdepartmental Services	60006	Non-Employee Travel
60801	Facility Rental (non-UM)	60302	Conference & Registration Fees
60804	Boat Rental (non-UM)	60140	University Center Service Fee

**\* UMM (Machias) and UMFK (Fort Kent) will be submitting under their own DUNS number CAGE code and UEI.**

UMM DUNS	837456859
UMM CAGE	383Wo
UMM UEI	C8TZDJXEV253
UMFK DUNS	037714029
UMFK CAGE	3Z8Z7
UMFK UEI	DUZ9GRLC5V18



This Memorandum of Insurance provides evidence of insurance in regards to the operations at the University of Maine System. Also evidenced is the Professional Liability for the various academic internship activities. General Liability Provisions in regards to Additional Insured – where required under contract or agreement: Any person or organization we become obliged to is included as an additional insured under this policy, as a result of any contract or agreement which requires us to furnish insurance for that person or organization of the type provided by this policy, but only with respect to liability arising out of our operation, or premises owned by or rented to us. However, the insurance provided will not exceed the lesser of the coverage and/or limits of these policies or the coverage and/or limits required by said contract or agreement.

COVERAGES		THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED BELOW FOR THE POLICY PERIOD INDICATED NOT WITHSTANDING ANY REQUIREMENT, TERM OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS MEMORANDUM 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.				
COMPANIES AFFORDING COVERAGE			INSURED			
A. United Educators B. MEMIC C. FM Global D. CHUBB			The University of Maine System 46 University Dr. Robinson Hall Augusta, ME 04330			
COMPANY LETTER	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS in United States Dollars	
A	<b>GENERAL LIABILITY</b> Commercial General Liability Occurrence,	N54-92K	8.1.21	8.1.22	General Aggregate Each Occurrence  GL SIR	\$3,000,000 \$1,000,000  \$400,000
A	<b>EDUCATORS' LEGAL LIABILITY</b>	N54-92K	8.1.21	8.1.22	Each Claim Annual Aggregate  SIR	\$25,000,000 \$25,000,000  \$200,000
A	<b>AUTOMOBILE LIABILITY</b>	N54-92K	8.1.21	8.1.22	General Aggregate Each Occurrence  SIR	\$3,000,000 \$1,000,000  \$400,000
A	<b>EXCESS LIABILITY</b> Umbrella	N54-92K	8.1.21	8.1.22	Each Occurrence Annual Aggregate	\$20,000,000 \$20,000,000
B	<b>WORKERS COMPENSATION</b>	5101800883	10.1.20	10.1.22	Statutory	
C	<b>ALL RISK PROPERTY AND CONTENTS</b>	#066095361	7.1.21	7.1.22	Limit  Deductible	\$500,000,000 Blanket Replacement Cost \$250,000
A	<b>PROFESSIONAL LIABILITY</b> Internship & Professional Liability	N54-92K	8.1.21	8.1.22	Limit per Claim Annual Aggregate  SIR	\$1,000,000 \$3,000,000  \$400,000
D	<b>Cyber Liability</b>	V191E7150101	7.21.21	7.21.22	General Aggregate SIR	\$10,000,000 \$100,000

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