



The State of New Hampshire  
**DEPARTMENT OF ENVIRONMENTAL SERVICES**

**Thomas S. Burack, Commissioner**



October 28, 2016

Her Excellency, Governor Margaret Wood Hassan  
and The Honorable Council  
State House  
Concord, NH 03301

REQUESTED ACTION

Authorize the Department of Environmental Services (DES) to amend the **Sole Source** Agreement (PO# 1033833) with Wright-Pierce (Vendor #203111) Portsmouth, NH by extending the end date to December 31, 2019 from December 31, 2016 for on-call historic resource services for projects related to the reconstruction and/or removal of certain dams owned by the State, effective upon Governor & Council approval. The original Agreement was approved by G&C on August 11, 2010 (Item #39), with Amendment #1 approved on December 19, 2012 (Item #60), and Amendment #2 approved on June 19, 2013 (Item #164). Funding is 100% Dam Maintenance Funds.

EXPLANATION

DES is requesting that this Amendment for no-cost extension be executed as **Sole Source** with Wright-Pierce because the existing Agreement that is in place represents the most cost-effective approach for providing this service. The purpose of this Agreement is to provide DES with ongoing professional cultural resource research and historic surveys as required for dam removal and/or reconstruction projects. This use of consultant services is necessary for DES to respond to the requirements to assess the extent of historic surveys needed, conduct project investigations, and to prepare historic resource documentation for review and consultation with the New Hampshire Department of Cultural Resources, Division of Historical Resources.

DES has effectively used this contract to address cultural resource requirements for several state-owned dam removal and reconstruction projects since August 2010, including Bunker Pond Dam in Epping, the Buck Street Dams in Allenstown/Pembroke, Butternut Pond Dam in Grantham, Cass Pond Dam in Epsom, Wendell Marsh Dam in Sunapee, Seaver Reservoir Dam in Harrisville, and Mendums Pond Dam in Barrington/Nottingham. Because the level of effort for cultural resource review and documentation varies significantly by project, the on-demand contract approach for this service has helped mitigate potentially lengthy delays in establishing individual contracts for each project and has strengthened working relationships with the State Historic Preservation Officer by having reputable licensed consultants under contract for this work. The consultant has agreed to extend the current Agreement using the original approved rates. To date, \$150,000 has been spent of the original contract amount of \$250,000. The amendment has been approved by the Office of the Attorney General as to form, execution, and content.

We respectfully request your approval.

  
Thomas S. Burack  
Commissioner

**AMENDMENT #3  
TO  
AGREEMENT  
BETWEEN THE NEW HAMPSHIRE  
DEPARTMENT OF ENVIRONMENTAL SERVICES  
AND  
WRIGHT-PIERCE**

**PROFESSIONAL SERVICES – CULTURAL RESOURCES RESEARCH AND HISTORIC  
SURVEYS**

WHEREAS the State of New Hampshire Department of Environmental Services (“DES”) has entered into an Agreement with Wright-Pierce in the amount of \$150,000.00 for professional cultural resource research and historic surveys as required for dam removal and/or reconstruction projects effective August 11, 2010 through December 31, 2012.

WHEREAS DES amended the Agreement (Amendment 1) to extend the end date of the contract from December 31, 2012 to December 31, 2013 to allow for completion of approved work scopes for certain projects.

WHEREAS DES amended the Agreement (Amendment 2) to provide an additional \$100,000.00 for on-call historic resource services for projects related to the reconstruction and/or removal of certain dams owned by the State of New Hampshire and to extend the completion date of the Agreement to December 31, 2016 from December 31, 2013, upon Governor & Council approval.

WHEREAS DES wishes to execute an Amendment 3 to the Agreement to extend the completion date of the Agreement to December 31, 2019 from December 31, 2016, upon Governor & Council approval.

WHEREAS Wright-Pierce has agreed to extend the current Agreement using the original approved rates.

NOW THEREFORE, amend the original Agreement between DES and Wright-Pierce as approved by Governor and Council on August 11, 2010, as Item #39, Amendment 1 as approved by Governor and Council on December 19, 2012, as Item #60, and Amendment 2 as approved by Governor and Council on June 19, 2013, as Item #164, in the following manner:

Change section 1.7 (Completion Date) in the General Provisions of the Agreement under to read: December 31, 2019.

All other conditions outlined in the contract shall remain in effect.

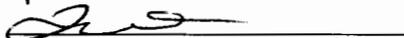


Thomas S. Burack, Commissioner  
Department of Environmental Services



Walter J. Flanagan, III, Clerk/Vice President  
Wright-Pierce

*Approved to form, subsequent execution:*



Sr. Assistant Attorney General  
Department of Justice

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.

Attest:

  
\_\_\_\_\_  
Walter J. Flanagan III, Clerk

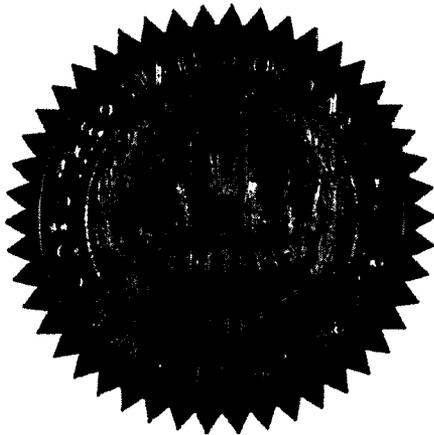
Seal

Date: 9/28/2016

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 26<sup>th</sup> day of April, A.D. 2016

A handwritten signature in black ink, appearing to read "William M. Gardner", written in a cursive style.

William M. Gardner  
Secretary of State





The State of New Hampshire  
**DEPARTMENT OF ENVIRONMENTAL SERVICES**



Thomas S. Burack, Commissioner

May 17, 2013

APPROVED G & C

DATE 6/19/13  
ITEM # 164

Her Excellency, Governor Margaret Wood Hassan  
and The Honorable Council  
State House  
Concord, NH 03301

REQUESTED ACTION

Authorize the Department of Environmental Services (DES) to amend the Agreement (PO# 7000303) with Wright-Pierce (Vendor #203111) Portsmouth, NH by increasing the contract by \$100,000 to \$250,000 from \$150,000 and extending the end date to December 31, 2016 from December 31, 2013 for on-call historic resource services for projects related to the reconstruction and/or removal of certain dams owned by the State, effective upon Governor & Council approval. This is a **Sole Source** amendment. The original Agreement was approved by G&C on August 11, 2010 (Item #39) and amended on December 19, 2012 (Item #60). Funding is 100% Capital (General) Funds.

Funds are available in the accounts as follows:

FY 2013  
03-44-44-442030-0957-034-500161 \$100,000.00  
Dept of Environmental Services, 11,253:1-VI-C Dam Repairs and Reconstruction, Capital Projects

EXPLANATION

This is a **Sole Source** request because the amount of the requested amendment exceeds 10% of the amount of the Agreement. However, the original Agreement was procured in a competitive process in accordance with RSA 21-I:22. Of the three firms that submitted proposals in response to the Request for Proposals, Wright-Pierce was the unanimous choice of the four-member Selection Committee. Wright-Pierce's performance to date under this Agreement has been excellent. To maintain continuity on the projects on which the firm is currently working and to avoid delays in planned dam reconstruction projects that would occur if the work that is performed under this Agreement is delayed, the amendment of the current Agreement is necessary.

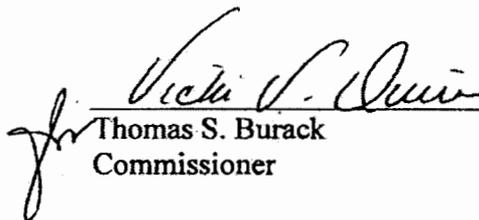
The purpose of this Agreement is to provide DES with ongoing professional cultural resource research and historic surveys as required for dam removal and/or reconstruction projects. This use of consultant services is necessary for DES to respond to the requirements to assess the extent of historic surveys needed, conduct project investigations, and to prepare historic resource documentation for review and consultation with the New Hampshire Department of Cultural Resources, Division of Historical Resources.

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council

Page 2 of 2

DES has effectively used this contract to address cultural resource requirements for several state-owned dam removal and reconstruction projects since August 2011, including Bunker Pond Dam in Epping, the Buck Street Dams in Allenstown/Pembroke, and Butternut Pond Dam in Grantham. Because the level of effort for cultural resource review and documentation varies significantly by project, the on-demand contract approach for this service has helped mitigate potentially lengthy delays in establishing individual contracts for each project and has strengthened working relationships with the State Historic Preservation Officer by having reputable licensed consultants under contract for this work. The consultant has agreed to extend the current Agreement using the original approved rates. To date, \$132,202.37 has been spent of the original contract amount of \$150,000.00. The amendment has been approved by the Office of the Attorney General as to form, execution, and content.

We respectfully request your approval.

  
Thomas S. Burack  
Commissioner

AMENDMENT #2  
TO  
AGREEMENT  
BETWEEN THE NEW HAMPSHIRE  
DEPARTMENT OF ENVIRONMENTAL SERVICES  
AND  
WRIGHT-PIERCE

PROFESSIONAL SERVICES – CULTURAL RESOURCES RESEARCH AND  
HISTORIC SURVEYS

WHEREAS the State of New Hampshire Department of Environmental Services (“DES”) entered into an Agreement with Wright-Pierce in the amount of \$150,000.00 for professional cultural resource research and historic surveys as required for dam removal and/or reconstruction projects effective August 11, 2010 through December 31, 2012.

WHEREAS DES amended the Agreement to extend the end date of the contract from December 31, 2012 to December 31, 2013 to allow for completion of approved work scopes for certain projects.

WHEREAS DES wishes to execute an Amendment 2 to the Agreement to provide an additional \$100,000.00 for on-call historic resource services for projects related to the reconstruction and/or removal of certain dams owned by the State of New Hampshire and to extend the completion date of the Agreement to December 31, 2016 from December 31, 2013, upon Governor & Council approval.

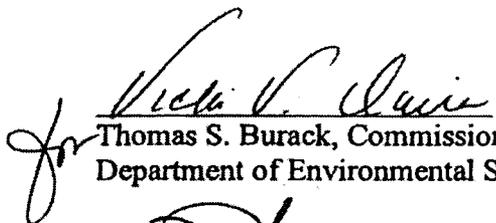
WHEREAS Wright-Pierce has agreed to extend the current Agreement using the original approved rates.

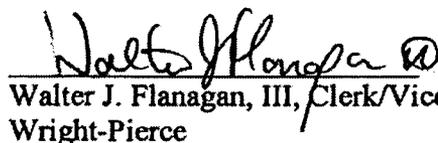
NOW THEREFORE, amend the original Agreement between DES and Wright-Pierce as approved by Governor and Council on August 11, 2010, as Item #39 and Amendment 1 as approved by Governor and Council on December 19, 2013, as Item #60 in the following manner:

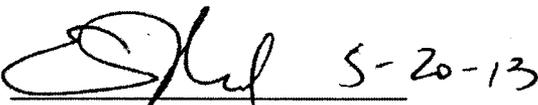
Change section 1.8 (Price Limitation) to read: \$250,000.00; and,

Change section 1.7 (Completion Date) in the General Provisions of the Agreement under to read: December 31, 2016.

All other conditions outlined in the contract shall remain in effect.

  
Thomas S. Burack, Commissioner  
Department of Environmental Services

  
Walter J. Flanagan, III, Clerk/Vice President  
Wright-Pierce

  
Assistant Attorney General  
Department of Justice

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 9, 2013, at which a quorum of the board was present and voting.

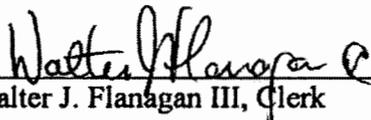
**VOTED:**

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:

William E. Brown, President  
Peter C. Atherton, Vice President  
Paul F. Birkel Vice President  
John W. Braccio, 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

I hereby certify that I am the clerk of Wright-Pierce, that William E. Brown is the duly elected president, and that the above vote has not been amended or rescinded and remains in full force and effect as of this date.

seal

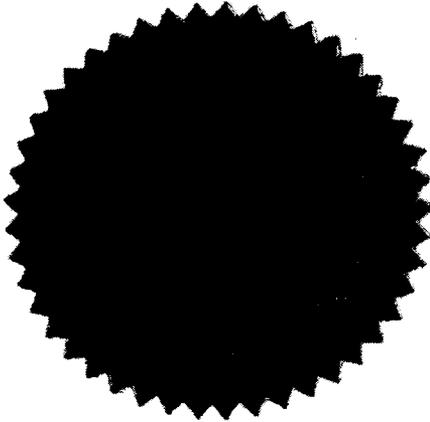
  
Walter J. Flanagan III, Clerk

Date: 4-15-2013

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 December 20, 1978. I further certify that all fees and annual reports required by the Secretary of State's office have been received.

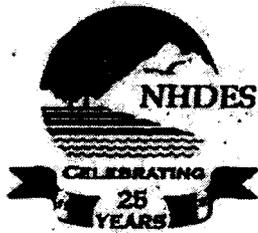


In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 10<sup>th</sup> day of April, A.D. 2013

Handwritten signature of William M. Gardner in cursive script.

William M. Gardner  
Secretary of State

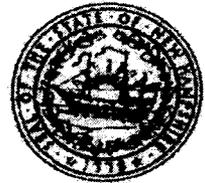




The State of New Hampshire  
**Department of Environmental Services**

Thomas S. Burack, Commissioner

*Celebrating 25 Years of Protecting  
New Hampshire's Environment*



October 11, 2012

APPROVED G & C

His Excellency, Governor John H. Lynch  
and The Honorable Council  
State House  
Concord, New Hampshire 03301

DATE 12/19/12  
ITEM # 60

**REQUESTED ACTION**

Authorize the Department of Environmental Services (DES) to execute a no-cost time extension amendment to the Agreement (PO#7000303) with Wright-Pierce (V# 203111) Portsmouth, New Hampshire, by extending the completion date of the Agreement to December 31, 2013, from December 31, 2012, upon Governor & Council approval. The original Agreement was approved by G&C on August 11, 2011 (Item #39). Funding is 100% Capital (General) Funds.

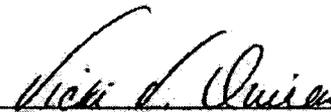
**EXPLANATION**

This Agreement is to provide DES with professional cultural resource research and historic surveys as required for dam removal and/or reconstruction projects. This use of consultant services is necessary for DES to respond to the requirements to assess the extent of historic surveys needed, conduct project investigations, and to prepare historic resource documentation for review and consultation with the New Hampshire Department of Cultural Resources, Division of Historical Resources.

Removal of the Buck Street Dams in Allenstown/Pembroke was among the projects this contract supported. Removal of these dams was considered a priority by Governor Lynch and many abutters along the Suncook River following the recent floods and fluvial avulsion in the river. With the assistance of the consultants under this contract, DES secured the necessary permits and a Section 106 Memorandum of Agreement (MOA) was negotiated with the Army Corps of Engineers (lead federal agency) and the NH Division of Historic Resources. The dams were removed in the fall of 2011. The MOA outlined specific measures to mitigate the removal of the dams, including preparation of historical property documentation and the design, manufacture and installation of interpretive signage at the site. It is not expected that these tasks can be completed and approved by the completion date of the current Agreement (December 31, 2012). In addition, historic research for the planned removal of the Butternut Pond Dam in Grantham is currently under way and is also not expected to be done by the completion date of the current Agreement. Therefore, we are requesting that the completion date of the Agreement be extended to December 31, 2013. To date, \$116,024 has been spent of the total contract amount of \$150,000.

The amendment has been approved by the Office of the Attorney General as to form, execution, and content.

We respectfully request your approval.

  
Thomas S. Burack  
Commissioner

AMENDMENT #1  
TO  
CONTRACT  
BETWEEN  
DEPARTMENT OF ENVIRONMENTAL SERVICES  
AND  
WRIGHT-PIERCE

PROFESSIONAL SERVICES – CULTURAL RESOURCES RESEARCH AND  
HISTORIC SURVEYS

WHEREAS the State of New Hampshire has entered into a contract with the Wright-Pierce in the amount of \$150,000.00 for professional cultural resource research and historic surveys as required for dam removal and/or reconstruction projects effective August 11, 2010 through December 31, 2012.

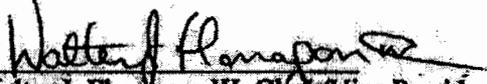
WHEREAS the State of New Hampshire wishes to extend the end date of the contract from December 31, 2012 to December 31, 2013 to allow for completion of approved work scopes for certain projects under the contract, including fulfillment of mitigation obligations under a Section 106 Memorandum of Agreement negotiated with the Army Corps of Engineers and the New Hampshire Division of Historic Resources associated with the removal of the state-owned Buck Street Dams in Allentown/Pembroke and work currently being conducted to support removal of the Butternut Pond Dam in Grantham.

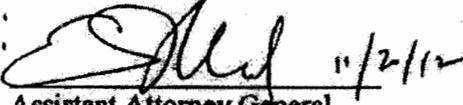
NOW THEREFORE, amend the original contract between DES and Wright-Pierce as approved by Governor and Council on August 11, 2010, as Item #39 in the following manner:

Change section 1.7 (Completion Date) in the General Provisions of the Agreement under to read: December 31, 2013

All other conditions outlined in the contract shall remain in effect.

*for*   
Thomas S. Burack, Commissioner  
Department of Environmental Services

  
Walter J. Flanagan, III, Clerk/Vice President  
Wright-Pierce

 11/2/12  
Assistant Attorney General  
Department of Justice  
Evan Mulholland

State of New Hampshire  
Department of State

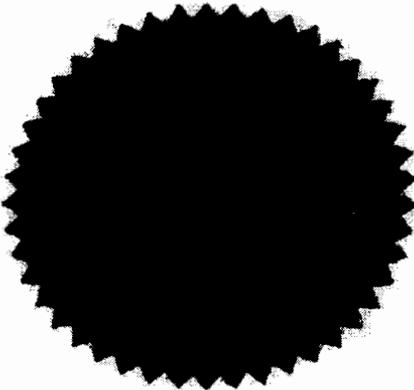
CERTIFICATE

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 December 20, 1978. 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 31<sup>st</sup> day of October, A.D. 2012



William M. Gardner  
Secretary of State



Approval as to form:

Town Counsel

At a meeting of the Directors of Wright-Pierce, held on April 2, 2012, at which a quorum of Partners/Directors were present, it was

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:

William E. Brown, President  
Peter C. Atherton, Vice President  
Paul F. Birkel, Vice President  
John W. Braccio, Vice President  
Richard N. Davce, 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

A true copy.

Attest: \_\_\_\_\_ **WRIGHT-PIERCE**  
Place of Business: \_\_\_\_\_ **99 Main Street**  
\_\_\_\_\_ **Topsham, ME 04086**  
Date of this Contract: \_\_\_\_\_

I hereby certify that I am the Clerk of Wright-Pierce, that William E. Brown is the duly elected President, and that the above vote has not been amended or rescinded and remains in full force and effect as of this date.

WRIGHT-PIERCE

seal

  
Walter J. Flanagan III, Clerk

Date: 11-6-2012



The State of New Hampshire  
DEPARTMENT OF ENVIRONMENTAL SERVICES



Thomas S. Burack, Commissioner

August 11, 2010

His Excellency, Governor John H. Lynch  
and The Honorable Council  
State House  
Concord, New Hampshire 03301

APPROVED G & C

DATE 8/11/10

ITEM # 39

REQUESTED ACTION

Authorize the Department of Environmental Services (DES) to enter into an Agreement with Wright-Pierce (Vendor #203111) Portsmouth, New Hampshire in the amount of to \$150,000.00 to provide on-call historic resource services for projects related to the reconstruction and/or removal of certain dams owned by the State of New Hampshire, effective upon Governor & Council approval through December 31, 2012. Funding is 100% Capital (General) Funds.

Funds are available in the accounts as follows:

FY 2011

03-44-44-442030-0401-034-500161 \$50,000.00  
Dept of Environmental Services, 05,259:1-VI-A Dam Repair and Removal, Capital Projects

03-44-44-442030-0525-034-500161 \$100,000.00  
Dept of Environmental Services, 07,264:1-VII-F Dam Repairs, Removal and Reconstruction, Capital Projects

EXPLANATION

The purpose of the requested action is to provide DES research and historic surveys as required for dam removal. Use of consultant services is necessary for DES to determine extent of historic surveys needed, conduct project inventory documentation for review and consultation with the Natural Resources, Division of Historical Resources.

05 Capital  
07 Appropriation

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In January 2010, DES issued a Request For Qualification (RFQ) from professional consultants for this specialized work. DES received three responses to the RFQ which were reviewed and rated by a four-member DES evaluation committee. The responses were rated based on qualifications and demonstrated experience conducting historic archaeological and architectural research; preparing and submitting New Hampshire Architectural Area Forms; and conducting

His Excellency, Governor John H. Lynch  
and the Honorable Council

Page 2 of 2

Archaeological Assessments and Phase 1B Archaeological Investigations. The responses were also rated based on references on the performance of the firms on New Hampshire-based projects. The cost of cultural resource investigations and reporting is a function of negotiated rates for conducting the work and approved scopes of work for individual project segments. While the time necessary to do a preliminary assessment could be estimated, the extent of work to be done for an entire historic resource assessment must be negotiated with the Division of Historic Resources. The time to do the work varies with the firm. A bottom line cost was not used as a criteria in selecting a firm for this contract because the number of variables involved for an individual project make a comparison of costs a poor metric.

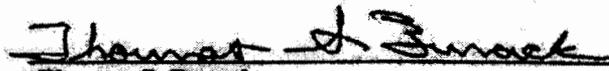
Based on the committee's ratings, the Wright-Pierce team, which includes Monadnock Archaeological Consulting, LLC of Stoddard, New Hampshire and Preservation Company of Kensington, New Hampshire, was selected. DES requested proposed labor rates, indirect cost rates, other direct cost multipliers, and subcontractor and profit mark-ups for this Agreement. Proposed terms and rates were submitted, and DES has worked with the firm to develop fair and reasonable rates.

DES has negotiated terms and conditions for the services to be provided, the process for establishing scopes of work for individual projects, authorization to conduct work, billing rates, and a not-to-exceed cost for this Agreement with Wright-Pierce. Because the extent of historic resource assessments cannot be identified until preliminary research work has been conducted, individual scopes-of-work approved by DES must be established for each project. The process for this is outlined in Exhibit A (Services).

The amount of funding encumbered by this Agreement is a not-to-exceed amount of \$150,000.00. In the event that Capital Funds are no longer available, General Funds will not be requested to support this Agreement.

The Agreement has been approved by the Office of the Attorney General as to form, execution, and content.

We respectfully request your approval.

  
Thomas S. Burack  
Commissioner

Subject: Professional Services - Cultural Resources Research and Historic Surveys FORM NUMBER P-37 ( version 1/09)

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

GENERAL PROVISIONS

1. IDENTIFICATION.

Form with fields for State Agency Name, Contractor Name, Account Number, Completion Date, Price Limitation, Signatures, and Acknowledgements.

**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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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. 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 consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written 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 \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 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.

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 fifteen (15) 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 endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) 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.

**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  
SERVICES**

**1. WORK TO BE PERFORMED BY THE CONTRACTOR**

- 1.1 **Work Program:** The Work Program, as described below in Section 2, contains certain technical and professional activities to be performed with the funds pursuant to this Agreement.
- 1.2 **Contractor Assurance:** Wright-Pierce, heretofore known as the "Contractor", in consideration of the compensation to be provided pursuant to this Agreement, hereby covenants and agrees to perform and carry out in a satisfactory and proper manner, as determined by the Department of Environmental Services (DES), those activities identified and more particularly described below in the Work Program (individual work tasks and services).
- 1.3 **Work Products:** All materials, maps, reports, documents and other work products specified in the Work Program for preparation and submission by the Contractor shall be submitted to DES on or before the due dates, and in the number of copies and format specified in the Work Program. The Contractor will also submit all appropriate materials to the New Hampshire Department of Cultural Resources as appropriate.

**2. WORK PROGRAM**

- 2.1 **Title:** Dam Reconstruction/Removal Historic Resources Agreement.
- 2.2 **Study Areas:** Certain State-owned dams as authorized by DES.
- 2.3 **Objective:** The purpose of this agreement is to provide "on-call" historic resource services for projects related to the reconstruction and/or removal of certain dams owned by the State of New Hampshire.
- 2.4 **Background/Description:** The State of New Hampshire owns 274 dams, including many of the largest and most economically important dams in the state. DES serves as "owner" to most of those dams, and is responsible for the operation and maintenance of those and most other state-owned dams. Dams and adjacent areas and structures are commonly considered to have historic value. DES must consult with the NH Department of Cultural Resources on proposals to repair, reconstruct, and/or remove dams for the identification and preservation of historic resources. Identifying and documenting historic resources is a specialized service that must be done by qualified professional archaeologists and architectural historians. DES has multiple proposals in the planning stages that will require research and preparation of historic resource documentation. Because the extent of historic resource assessments cannot be identified until preliminary research work has been conducted for each individual project, an "on-call" Agreement with a "not-to-exceed" price is the most efficient way to provide these services.

Wright-Pierce  
Dam Reconstruction/Removal Historic Resources Agreement  
Exhibit A - Services

2.5 **Work Tasks:** Project specific work tasks will be formulated by a scope of work for each individual project. When DES has need for historic resource services, DES shall contact the Contractor to request a proposed scope of work. Upon receipt of a proposed scope of work, DES will consult with the Department of Cultural Resources as necessary to review the extent of research and documentation for each project and negotiate a final scope of work with the Contractor for the tasks, time frame and costs involved. The Contractor will complete the scope of work within the time frame agreed to in each individual project scope of work unless otherwise mutually agreed to by all parties. Reports, forms and other documentation will be submitted to DES for review prior to final approval. The types of services required may include, but are not necessarily limited to, any combination of the following:

- Historic architectural resource investigations
- Historic archaeological resource investigations
- Project report preparation
- Preparation and submittal of New Hampshire Architectural Area Forms
- Preparation and submittal of New Hampshire Phase 1A Archaeological Assessments
- Preparation and submittal of New Hampshire Phase 1B Archaeological Investigations
- Meetings with DES and/or the New Hampshire Department of Cultural Resources to review documentation and submittals

General work tasks include:

- Prepare scopes of services upon request for specific projects, within two weeks of request unless otherwise mutually agreed to by all parties.
- Conduct work under the scope of services agreements in the agreed-upon time frame and budget unless otherwise mutually agreed to by all parties.
- Prepare and submit reports, forms, and other documentation as described in the scope of work.

- 2.6 **Schedule for Reports, Forms, and other Documentation:** Reports, forms, and other documentation will be compiled and presented as described in project specific scopes of work.
- 2.7 **Final Report Format:** Two hard copies (in color) and electronic copies of all reports, forms and other documentation shall be provided to DES, and submitted to the New Hampshire Department of Cultural Resources per their requirements.
- 2.8 **Program Administration:** The Contractor will meet with DES Dam Bureau staff at the request of DES as needed throughout each project.
- 2.9 **Project Duration:** Governor and Council approval through December 31, 2012.

**EXHIBIT B**  
**AGREEMENT PRICE, METHOD, AND TERMS OF PAYMENT**

**1. PROGRAM COSTS AND REVIEW**

- 1.1 Program Costs: As used in this Agreement, the term "program costs" shall mean all expenses directly or indirectly incurred by Wright-Pierce, heretofore referred to as the "Contractor", in the performance of the program activities, as determined by the New Hampshire Department of Environmental Services (DES) to be eligible and allowable for payment in accordance with this Agreement and scopes of services approved under the provisions of this Agreement.
- 1.2 Payment of Program Costs: Subject to the terms and conditions of this agreement, DES agrees to pay the Contractor all allowable program costs, provided, however, that in no event shall the total of all payments made by the DES pursuant to this Agreement exceed the amount of the contract price as set out in paragraph 1.8 of the General Provisions and that the program costs have been incurred prior to the completion date. Program costs may be paid if requested within 90 days after the completion date.
- 1.3 Payment of Reimbursable Program Costs: DES agrees to reimburse the Contractor for program costs, except that program costs may be retained until the DES determines that a particular program activity or portion of the program activity hereunder has been satisfactorily completed.
- 1.4 Conditions Precedent to Payment: Notwithstanding the foregoing provisions of this Section or anything to the contrary contained herein, it is understood and agreed that each payment shall be conditioned upon DES's determination that the project activities have been and are being performed in a satisfactory manner.
- 1.5 Review by DES: Disallowance of Costs: At any time during the performance of the program activities, and upon receipt of any interim work products, progress reports, final work products, or an audited financial report, DES may review all program costs incurred by the Contractor and all payments made to date. Upon such review DES shall disallow any expense items which are not allowable or are determined to be in excess of actual expenditures and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If DES disallows costs for which payment has not yet been made, it shall refuse to pay such costs.

If payment has been made with respect to costs that are subsequently disallowed, DES may deduct the amount of disallowed costs from any future payments under this Agreement or require that the Contractor refund to the DES the amount of the disallowed costs.

**2. PAYMENT PROCEDURE**

DES shall pay to the Contractor the total reimbursable program costs in accordance with the following requirements:

Reimbursement requests for program costs shall be made by the Contractor. Documentation of reimbursable and matching costs may include invoices for supplies, equipment, services, contractual services, and a report of personnel, travel and indirect costs. For projects that demonstrate progress solely through the submission of interim progress reports, payments shall be made upon receipt, review and approval of the interim progress report and accompanying payment request form.

## TABLE B-1

Unit rate is established at individual hourly rate multiplied by a factor of 3.06 to account for overhead, fringe benefits, and profit.

LABOR	Units		Unit Rate
Project Manager/GIS Manager	hr.	\$33.12	\$102.00
GIS Analyst	hr.	\$21.43	\$66.00
Word Processor	hr.	\$18.83	\$58.00
Office Assistant	hr.	\$16.68	\$51.00
Principal Archaeological Investigator	hr.	\$24.03	\$74.00
Project Archaeologist	hr.	\$13.07	\$40.25
Field Technician (Archaeology)	hr.	\$7.95	\$24.50
Principal Architectural Investigator	hr.	\$27.80	\$85.00
Architectural Documentation Specialist	hr.	\$21.43	\$66.00
Architectural Historian - 1	hr.	\$21.10	\$65.00
Architectural Historian - 2	hr.	\$19.48	\$60.00
Senior Architectural Historian	hr.	\$15.58	\$48.00
Architectural Historian	hr.	\$12.89	\$40.00
Architectural Intern	hr.	\$6.44	\$20.00
<b>REIMBURSABLE EXPENSES</b>			
Mileage	mi.		\$0.55
Meals and Tips	per meal		GSA per diem
Room	per night		GSA per diem
CADD Equipment	hr.		\$12.00
Blue Line Prints	sq. ft.		\$0.15
Cadd Bond	sq. ft.		\$0.15
Repro. Mylar	sq. ft.		\$1.00
Photocopies	copy		\$0.10
TV/VCR	use		\$10.00
Other Printing			at cost
Photography			at cost
Rollers	each		\$0.48
Stakes	each		\$0.30
Hubs	each		\$0.45
Monuments	each		\$18.00
Field Notebooks	each		\$5.75
Other Field Supplies			at cost
Mylar	sq. ft.		\$1.00
Other Office Supplies			at cost
Postage			at cost

10% Mark-up on Qualified Expenses

10%

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/10/2010

PRODUCER (207)829-3450 FAX (207)829-6350  
Norton Insurance Agency  
275 US Route 1  
Cumberland Foreside, ME 04110

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED Wright-Pierce, Inc  
c/o John Nelson  
99 Main St  
Topsham, ME 04086

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Hanover Insurance Company	22292
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

## COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L TR. DESCR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	ZBP6986037	01/01/2010	01/01/2011	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per 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
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> IND. EST. <input type="checkbox"/> LOC.				
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	AHP6806773-00	01/01/2010	01/01/2011	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	LHP6989052-00	01/01/2010	01/01/2011	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETARY PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	WDP68006264	01/01/2010	01/01/2011	<input checked="" type="checkbox"/> WC STABILIZING LIMITS <input type="checkbox"/> OTHER 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 / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

## CERTIFICATE HOLDER

State of New Hampshire  
Dept. of Environmental Services  
29 Hazen Drive  
Concord, NH 03302-0095

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

*[Signature]*

**EXHIBIT C  
SPECIAL PROVISIONS**

1. The New Hampshire Department of Environmental Services (DES) has negotiated terms and conditions for the services to be provided, the process for establishing scopes of work for individual projects, authorization to conduct work, billing rates, and a not-to-exceed cost for this Agreement with Wright-Pierce, heretofore referred to as the "Contractor". Because the extent of historic resource assessments cannot be identified until preliminary investigative work has been conducted, individual scopes-of-work approved by DES must be established for each project.
2. Project specific work tasks will be formulated by a scope of work for each individual project. DES alone has the responsibility of allocating projects or tasks (an "assignment"). When DES has need for historic resource services, DES shall contact the Contractor to request a proposed scope of work. Upon notice from DES of an assignment, the Contractor shall provide a proposed scope of work to DES within two weeks of issuance of the assignment.
3. Upon receipt of a proposed scope of work, DES will consult with the Department of Cultural Resources as necessary to review the extent of research and documentation for each project and negotiate a final scope of work for the individual project with the Contractor for the tasks, time frame and costs involved.
4. Upon written authorization to proceed from DES, the Contractor will complete the scope of work within the time frame agreed to in each individual project scope of work unless otherwise mutually agreed to by all parties. Reports, forms and other documentation will be submitted to DES for review prior to final approval.
5. Only work authorized by DES under an approved scope of work will be eligible for compensation under this Agreement. DES will not approve payment for any work outside of the parameters set forth in an approved scope of services.
6. Upon notice from DES of an assignment, the Contractor shall provide a proposed scope of work to DES within two weeks of issuance of the assignment. The Contractor shall visit the project site, as appropriate, to become familiar with the assignment and to determine or confirm the extent of the assignment. The contractor shall then prepare a proposed scope of services and a cost for the services required to complete the assignment. Upon written approval from DES of the contractor's scope of services and cost for services for the assignment, the contractor shall proceed with the assignment.
7. Assignment of subcontractors. The Contractor's statement of qualifications (dated February 2010) included Monadnock Archaeological Consulting, LLC of Stoddard, NH and Preservation Company of Kensington, NH as subcontractors. These subcontractors may be employed as necessary on approved scopes of services. Subcontractors that were not included in Contractor's statement of qualifications that are to be included in any project scope of work must have prior written approval by DES. DES reserves the right to require statements of qualifications and/or other documentation from proposed subcontractors prior to approval.

Approval as to form:

Town Counsel

At a meeting of the Directors of Wright-Pierce, held on April 7, 2010, at which a quorum of Partners/Directors were present, it was

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:

William E. Brown, President  
Peter C. Atherton, Vice President  
Paul F. Birkel Vice President  
John W. Braccio, 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

A true copy.

Attest: WRIGHT-PIERCE  
Place of Business: 99 Main Street  
Topsham, ME 04086  
Date of this Contract: \_\_\_\_\_

I hereby certify that I am the Clerk of Wright-Pierce, that William E. Brown is the duly elected President, and that the above vote has not been amended or rescinded and remains in full force and effect as of this date.

WRIGHT-PIERCE

seal

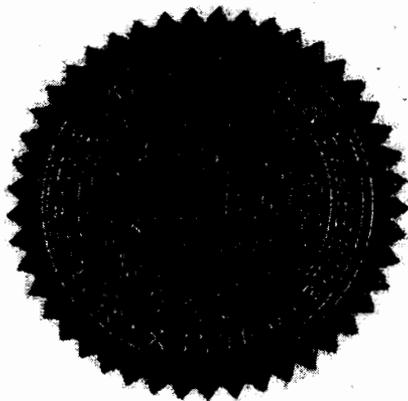
  
Walter J. Flanagan III, Clerk

Date: 5.10.2010

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 December 20, 1978. 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 21<sup>st</sup> day of June, A.D. 2010

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

William M. Gardner  
Secretary of State

TABLE AT-1

Dam Reconstruction/Removal Historic Resources RFQ Final Proposal Ratings

Category	1		2		3		4		5		Firm Rating Total
	Rating 0-10	Weighted Rating	Rating 0-10	Weighted Rating	Rating 0-10	Weighted Rating	Rating 0-10	Weighted Rating	Rating 0-10	Weighted Rating	
Architectural Resources	Architectural Resources	Architectural Resources	Architectural Resources	Architectural Resources	Architectural Resources	Architectural Resources	Architectural Resources	Architectural Resources	Architectural Resources	Architectural Resources	
Resume	Resume	NH Architectural Area Forms	Resume	Resume	Resume	Resume	Resume	NH Phase 1A and 1B Archeological Forms	NH References	References	
Preliminary Weighting	20%	20%	20%	20%	20%	20%	20%	20%	20%	20%	100%
<b>Firm</b>											
Wright-Pierce (with Monardrock Archeological Consulting and Preservation Company)	10	2	10	2	10	2	10	2	10	2	10
Lotis Berger Group	10	2	10	2	10	2	9	1.8	8	1.6	9.4
Victoria Bunker, Inc.	0	0	0	0	10	2	9	1.8	0	0	3.8

The three responses to the RFQ were reviewed and rated by a four-member DES evaluation committee. Members of the DES evaluation committee included Deborah Lohelle - DES River Restoration Program Coordinator (6 years) and Tad Diers - Senior Planner with the DES Watershed Management Bureau (10 years), both of whom have worked closely with several historic resource professionals on projects related to reconstruction and/or removal of dams and other shoreline structures. Other committee members were Kent R. Phoenix, P.E. - Assistant Chief Engineer of the DES Dam Bureau (25 years experience as an engineer), and James W. Gallagher, Jr., P.E. - Chief Engineer of the Dam Bureau (35 years of experience as an engineer).