



The State of New Hampshire
Department of Environmental Services

Thomas S. Burack, Commissioner



June 15, 2016

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

REQUESTED ACTION

Authorize the Department of Environmental Services (DES) to enter into a Contract with Gannett Fleming, Inc., (Vendor Code #167251-B001), Camp Hill, PA, in an amount not to exceed \$30,000.00 to provide on-call structural engineering analysis and design services for state-owned dams in New Hampshire, effective upon Governor & Council approval through December 31, 2018. (100% Dam Maintenance Program Funds)

Funds are available in the account as follows:

03-44-44-442010-3817-102-500731 FY 2017 \$30,000.00
Dept of Environmental Services, Dam Maintenance Program, Contracts For Program Services

EXPLANATION

DES is responsible for the operation, maintenance, repair and reconstruction of most state owned dams per NH RSA 482:55-57. DES engineers provide design and permitting services for construction, reconstruction, and removal projects for most state-owned dams, including some structural concrete, steel, and masonry design. However, some of the dams have unique/complex outlet works and structural components that require specialized structural engineering expertise to analyze and provide design plans, specifications, and/or recommendations for reconstruction. DES will be addressing challenging structural issues as part of dam reconstruction projects in the next few years, and an Agreement to provide structural engineering analysis and design is needed to assure the long-term integrity of state-owned dams that help regulate water levels at many of the State's most critical water resources. Because the extent of structural analysis and design projects cannot be identified until engineering, geotechnical, and existing conditions data have been compiled by DES for each individual project, an "on-call" Agreement with a "not-to-exceed" price is the most efficient way to provide these services.

The procurement process for this Agreement, further detailed in Attachment A, was conducted in accordance with NH RSA 21-I:22 by issuing a Request For Qualifications (RFQ) for engineering analyses, internal review and approval of qualifications, and ranking of the most qualified firms. DES received responses to the RFQ from eleven firms. Rankings were based on general firm experience with dams, capabilities for structural concrete, structural steel and masonry design, prior experience with state agencies, and adequacy of staffing and resources. The selection committee ranked the firms and was unanimous in its selection of Gannett-Fleming, Inc. and Schnabel Engineering, LLC as those most qualified for on-demand structural engineering contracts.

Based on an analysis of proposals received and firm interviews, Gannett Fleming, Inc., and Schnabel Engineering, LLC were selected to negotiate separate Agreements for on-call structural engineering services. DES has negotiated terms and conditions for the services to be provided, authorization to conduct work, billing rates and conditions, and a not-to-exceed cost for this Agreement with Gannett Fleming, Inc. A separate contract with Schnabel Engineering, LLC is expected to follow.

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

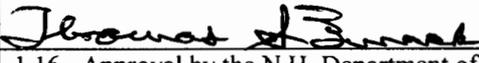
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

| | | | |
|--|---|---|----------------------------------|
| 1.1 State Agency Name State of New Hampshire Department of Environmental Services | | 1.2 State Agency Address P.O. Box 95 29 Hazen Drive Concord, NH 03302-0095 | |
| 1.3 Contractor Name Gannett-Fleming, Inc. | | 1.4 Contractor Address P.O. Box 67100 Harrisburg, PA 17106-7100 | |
| 1.5 Contractor Phone Number (717) 763-7211 | 1.6 Account Number 03-44-44-442010-3817-102-500731 | 1.7 Completion Date December 31, 2018 | 1.8 Price Limitation \$30,000 |
| 1.9 Contracting Officer for State Agency James W. Gallagher, Jr. P.E. | | 1.10 State Agency Telephone Number (603) 271-1961 | |
| 1.11 Contractor Signature  | | 1.12 Name and Title of Contractor Signatory Paul G. Schweiger, P.E., CFM Vice President | |
| 1.13 Acknowledgement: State of <i>Pennsylvania</i> , County of <i>Cumberland</i> On <i>June 14, 2016</i> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12. | | | |
| 1.13.1 Signature of COMMONWEALTH OF PENNSYLVANIA <i>Justice of the Peace</i> <div style="border: 1px solid black; padding: 5px; display: inline-block;"> NOTARIAL SEAL Jennifer L. Bauer, Notary Public Franklin Twp., York County My Commission Expires Dec 19, 2019 </div>  | | | |
| 1.13.2 Name and Title of Member, PENNSYLVANIA ASSOCIATION OF NOTARIES <i>Justice of the Peace</i> <i>Jennifer L. Bauer, Administrative Assistant</i> | | | |
| 1.14 State Agency Signature  | | 1.15 Name and Title of State Agency Signatory <i>Thomas S. Burack, Commissioner</i> | |
| 1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____ | | | |
| 1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <i>6/30/16</i> | | | |
| 1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____ | | | |

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

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

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

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

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

EXHIBIT A 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: Gannett-Fleming, Inc., 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, plans, reports, specifications, 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.

2. WORK PROGRAM

- 2.1 Title: Dam Structural Design Assistance 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” structural design assistance services for projects related to the construction, reconstruction and/or removal of certain dams owned by the State of New Hampshire.
- 2.4 Background/Description: The State of New Hampshire owns approximately 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. DES engineers provide design and permitting services for construction, reconstruction, and removal projects for most state-owned dams, including geotechnical investigations, embankment design, reinforced concrete design, hydrology and hydraulics, seepage prevention and filter design, and certain structural concrete, steel, and masonry design. DES has not traditionally had enough complex structural design work associated with state-owned dams to justify hiring a qualified structural design engineer with significant experience as part of its work force. However, most existing dams in New Hampshire have long exceeded their design lives and have unique/complex outlet works and structural components

Contractor Initials

Date

[Handwritten Signature]
9/19/2016

that require an experienced structural engineering team to analyze and provide design plans, specifications, and/or recommendations for reconstruction. DES will be addressing challenging structural issues as part of dam reconstruction projects in the next few years, and an Agreement to provide structural engineering analysis and design is needed to assure the long-term integrity of state-owned dams. Because the extent of structural analysis and design projects cannot be identified until engineering, geotechnical, and existing conditions data have been compiled for each individual project, an “on-call” Agreement with a “not-to-exceed” price is the most efficient way to provide these 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 structural engineering services, DES shall contact the Contractor in writing to request a proposed scope of work. An email message from DES shall be considered a request in writing. The Contractor shall have up to two weeks from the date of the request to provide a proposed scope of work, including a time line for delivery of work products designated in the proposed scope of work, unless otherwise mutually agreed to in writing by all parties (an email message exchange between all parties shall be acceptable as an agreement in writing). Upon receipt of a proposed scope of work, DES will review the extent of structural engineering services needed for each project and negotiate a final scope of work with the Contractor for the tasks, time frame and costs involved. The Contractor is not authorized to commence work, or invoice for costs, on the scope of work until it is approved in writing by DES. An email message from DES shall be considered an approval in writing. 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 in writing by all parties (an email message exchange between all parties shall be acceptable as an agreement in writing). All materials, maps, plans, reports, specifications, documents and other work products 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:

- Engineering analysis of existing state-owned dam structural components to assess the safety status of existing conditions and/or impacts of proposed reconstruction activities
- Provision of structural design recommendations for certain components of state-owned dams
- Engineering design plans and specifications for structural steel, reinforced concrete and stone masonry elements of reconstruction projects
- Project report and/or other document preparation
- Provision of professional engineer stamping of plans, recommendations, and specifications as requested by DES

Gannett-Fleming, Inc.
Dam Structural Design Assistance Agreement
Exhibit A - Services

- Professional review of structural analysis and design done by DES engineers
- Quality assurance of structural analysis and design work
- Meetings/conference calls with DES to review documentation and submittals as requested by DES

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.

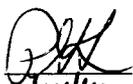
- 2.6 Schedule for Reports, Forms, and other Documentation: Reports, forms, and other documentation will be compiled and presented as described in project specific scopes of work.
- 2.7 Final Report Format: Electronic copies of all reports, forms and other documentation shall be provided to DES.
- 2.8 Program Administration: The Contractor will meet or conference call 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, 2018.

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 Gannett-Fleming, Inc., 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. The total charges for all scopes of services agreed to under this Agreement shall not exceed \$30,000.00.
- 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.

Contractor Initials 
Date 6/14/10

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

Dam Structural Design Assistance Agreement

Unit rate is established at individual hourly rate multiplied by a factor of 2.90 to account for overhead, fringe benefits, and a 10.62% profit multiplier.

| LABOR | Units | Direct Labor Rate | Burdened Labor Rate |
|--|--------------|--------------------------|----------------------------|
| Gannett-Fleming, Inc. Labor Categories | | | |
| Project Principal | hrs. | \$75.00 | \$217.50 |
| Project Manager | hrs. | \$55.00 | \$159.50 |
| Senior Project Manager | hrs. | \$60.00 | \$174.00 |
| Project Engineer | hrs. | \$45.00 | \$130.50 |
| Clerical | hrs. | \$35.00 | \$101.50 |

| REIMBURSABLE EXPENSES | Units | Unit Rate |
|------------------------------|--------------|------------------|
| 2-Wheel Drive Mileage | miles | \$0.54 |
| Lodging | rooms*nights | \$115.00 |
| Meals | days | \$46.00 |

Contractor Initials 
Date 6/14/16

**EXHIBIT C
SPECIAL PROVISIONS**

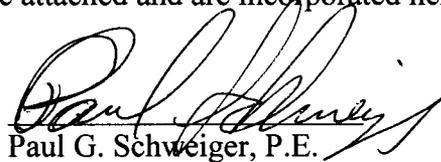
Modified Contract Section 13, Indemnification.

13. INDEMNIFICATION. The Contractor shall 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 to the extent caused by the negligent 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.

Modified Contract Section 14, Insurance.

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. Should any of the above described policies be cancelled or modified before the expiration date thereof, notice will be delivered in accordance with the policy provisions. Contractor shall also furnish to the Contracting Office 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.

Approved:


Paul G. Schweiger, P.E.

Date:

6/14/2016



Excellence Delivered As Promised

May 11, 2016

Certification

I, RUBY L. ILE, Assistant Secretary of Gannett Fleming, Inc., a corporation duly organized and existing under the laws of the State of Delaware, do hereby certify as follows:

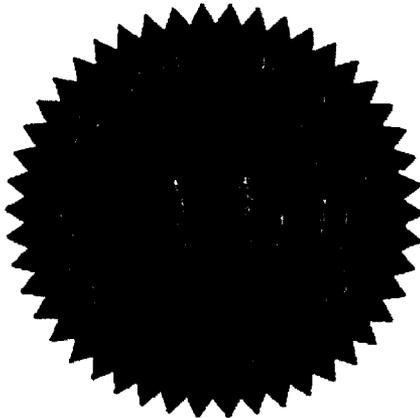
1. The Gannett Fleming, Inc. Board of Directors elected PAUL G. SCHWEIGER as a Vice President of Gannett Fleming, Inc. (the Corporation) effective June 26, 2015 by resolution June 26, 2015; and
2. In accordance with the Bylaws of the Corporation, a Vice President is authorized to, among other things, execute bids, contracts, bonds and other documents in the name and behalf of said Corporation and to represent said Corporation in official matters for work and services as may be requested, and such execution of any bid, contract, bonds and other documents in the Corporation's name on its behalf, shall be valid and binding upon the Corporation,
3. Said resolution has not been amended or rescinded and remains in full force and effect as of this date.


RUBY L. ILE, Assistant Secretary

**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 GANNETT FLEMING, INC. a(n) Delaware corporation, is authorized to transact business in New Hampshire and qualified on November 9, 1992. 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 27th day of May, 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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/21/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|--|--|-----------------------------|
| PRODUCER Gunn-Mowery P.O. Box 900 Camp Hill PA 17001-0900 | CONTACT NAME: Janice Bolton | |
| | PHONE (A/C No. Ext): 717-761-4600, Ext. 3031 | FAX (A/C No.): 717-761-6159 |
| E-MAIL ADDRESS: JBolton@GunnMowery.com | | |
| INSURER(S) AFFORDING COVERAGE | | NAIC # |
| INSURER A: PA Manufacturers' Assoc Ins Co. | | 12262 |
| INSURER B: Merchants Mutual Insurance Co. | | 23329 |
| INSURER C: PA Manufacturers Indemnity Co. | | 41424 |
| INSURER D: | | |
| INSURER E: | | |
| INSURER F: | | |

INSURED 6895
Gannett Fleming, Inc.
P.O. Box 67100
Harrisburg, PA 17106-7100

COVERAGES CERTIFICATE NUMBER: 2140285567 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|--|---|----------|----------------------------------|-------------------------|-------------------------|--|--|
| C A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab | Y | Y | 3016012907384A 3016012907384B | 2/1/2016 2/1/2016 | 2/1/2017 2/1/2017 | EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPOP AGG \$2,000,000 \$ | |
| | GENL AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | | | | | |
| A | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> COMP. \$1,000 | Y | Y | 1516012907384 | 2/1/2016 | 2/1/2017 | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ | |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB | <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE | Y | Y | CUP0000069 | 2/1/2016 | 2/1/2017 | EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$ |
| | DED <input checked="" type="checkbox"/> RETENTION \$ | | | | | | | |
| C A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N N | N/A | 2016012907384A 2016012907384B | 2/1/2016 2/1/2016 | 2/1/2017 2/1/2017 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000 | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
When required by Signed Contract in Advance of Loss Blanket Additional Insured, Waiver of Subrogation applies, Primacy applies.
1004-060353 0; Hydrologic and Hydraulic Analysis and Dam Assessments of NH DES Dams. The following are considered as Additional Insureds for General Liability as per written contract: New Hampshire Department of Environmental Services. [X - Environmental Resources]

| | |
|--|---|
| CERTIFICATE HOLDER NEW HAMPSHIRE DEPARTMENT OF ENVIRONMENTAL SERVICES P.O. BOX 95 29 HAZEN DRIVE CONCORD NH 03302-0095 | CANCELLATION 90 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE <i>Janice E. Bolton</i> |

Attachment A

Procurement Process

The procurement process for this contract was conducted in accordance with RSA 21-I:22. A Request For Qualifications (RFQ) was advertised in the Union Leader and on the DES website. The following eleven firms responded:

- AECOM – Chelmsford, MA
- Dubois & King, Inc. – Randolph, VT
- Gannett-Fleming, Inc. – Camp Hill, PA
- Gomez & Sullivan Engineers, PC – Weare, NH
- GZA GeoEnvironmental, Inc. – Manchester, NH
- HEB Engineers, Inc. – North Conway, NH
- The H.L. Turner Group – Concord, NH
- Pare Corporation – Foxboro, MA
- Rizzo Associates – Tarrytown, NY
- Schnabel Engineering, LLC – West Chester, PA
- Stevens Associates – Brentwood, NH

An internal DES selection committee (the “selection committee”) reviewed the responses to the RFQ. The selection committee consisted of Timothy C. Carney, P.E., the Administrator of the Engineering and Construction Section of the Dam Bureau with more than 25 years of experience as a geotechnical engineer and supervises the design, permitting, and construction of state-owned dams in New Hampshire; Dale F. Guinn, P.E., who has over 20 years of experience as a geotechnical and dam design engineer; for hydrologic and dam related projects and has served as a lead design engineer for the Dam Bureau; and Kent R. Finemore, P.E., Assistant Chief Engineer of the Dam Bureau, who has over 25 years of experience as an engineer for civil design and construction.

All of the firms that submitted responses to the RFQ were deemed qualified by the reviewers, and were subsequently all included on the list of firms for ranking by the selection committee. Rankings were based on general firm experience with dams, capabilities for structural concrete, structural steel and masonry design, prior experience with state agencies, and adequacy of staffing and resources. The selection committee ranked the firms and was unanimous in its selection of Gannett-Fleming, Inc. and Schnabel Engineering, LLC as those most qualified for on-demand structural engineering contracts.

A scoring summary is provided in attached Table AT-1. As shown in the summary, all three members of the selection committee ranked Gannett-Fleming, Inc. and Schnabel Engineering, LLC the most qualified with virtually identical scores. Because this contract is to be an “on-demand” agreement with complex and varied scopes of work to be established for each request, DES has decided to establish agreements with both of the firms deemed most qualified through review and ranking. Following the selection DES commenced negotiations with Gannett-Fleming, Inc. and Schnabel Engineering, LLC to establish work programs, program costs and review, and payment procedures. The negotiated contract fee schedules and price limitations are fair and reasonable for these on-demand structural design contracts.

Table AT-1
Qualified Firm Rankings

| Firm | Reviewer 1 | Reviewer 2 | Reviewer 3 | Average Rank |
|--|-------------------|-------------------|-------------------|---------------------|
| GZA GeoEnvironmental, Inc. | 7 | 5 | 3 | 5 |
| Rizzo Associates | 10 | 7 | 9 | 9 |
| HEB Engineers, Inc. | 11 | 9 | 10 | 10 |
| Stephens Associates Consulting Engineers | 5 | 8 | 7 | 7 |
| Dubois & King, Inc. | 4 | 5 | 8 | 6 |
| Gomez and Sullivan/CMA Engineers | 6 | 4 | 6 | 5 |
| PARE Corporation | 8 | 11 | 11 | 10 |
| Schnabel Engineering | 1 | 1 | 2 | 1 |
| AECOM | 3 | 3 | 5 | 4 |
| Gannett Fleming | 1 | 1 | 1 | 1 |
| H.L. Turner Group | 9 | 9 | 4 | 7 |