



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

**Robert R. Scott, Commissioner**



*J.A.M.*  
*26*

July 3, 2017

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

**REQUESTED ACTION**

Authorize the New Hampshire Department of Environmental Services (NHDES) to enter into a **RETROACTIVE, SOLE SOURCE** amendment to Contract #1039717 with Environmental Sampling Technology, Inc. (VC #260907-B001), Needham, Massachusetts for flow metering services for the Winnepesaukee River Basin Program (WRBP) by increasing the contract amount by \$235,240, from \$205,000 to \$440,240, and extending the contract to June 30, 2020 from June 30, 2017. The original contract was approved by the Governor and Council on September 3, 2014 at Item No. 87. 100% WRBP Funds.

Funding is available in the account as follows, with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified. Funding for FY 2020 is contingent upon appropriation and availability of funds.

	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>
03-44-44-442010-1300-102-500731	\$99,620	\$64,414	\$71,206
Dept. Environmental Services, Winnepesaukee River Basin, Contracts for Program Services			

**EXPLANATION**

Approval of this request will allow the continuation of flow metering and related services in support of the on-going efforts of the WRBP and the ten member communities served by the wastewater collection and treatment system to update flow-based cost recovery for WRBP operations, target removal or excessive inflow/infiltration, and assist with capital planning and wastewater flow management. This is a **Sole Source** request since the amount of the amendment is greater than 10 percent of the original contract price limitation and the amendment seeks to continue the specialized services contemplated in the original Governor and Council approved contract. The services were not rebid since the original contract included the provision for an extension and the estimated upfront cost for a different firm to install their new meters is over \$30,000. In addition, the next lowest bidder in the previous solicitation was over \$50,000 per year more than the current vendor and the WRBP is well satisfied with the services provided by the current vendor. This is a **Retroactive** request since additional time was required to develop the scope and budget for the proposed, limited duration trial (discussed below) that is planned in FY18. Developing this scope included additional site visits and negotiations by the vendor

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 2

with the manufacturer of the alternative type of flow meters to be used in the trial. Once these negotiations were completed, the vendor was able to incorporate these services into the amendment documents. This prevented NHDES from having a completed amendment agreement before the final Governor and Council meeting in June.

Each member is assessed costs for the program's operation, maintenance and administration based upon proportional use of the WRBP sewer system, including their respective wastewater flow contributions. The original contract involved installation of flow meters at community town/city lines and other key locations to differentiate the flow contributions from each community. Additional data collection and evaluations are necessary on a continuing basis to validate the accuracy and precision of the flow data each year under various flow conditions.

Included in FY18 is a 3-month trial concurrently comparing two different types of flow meter at several locations that have experienced difficulties obtaining accurate and precise flow measurements. The trial results will be evaluated and a determination made as to whether to continue using the existing meters or permanently installing the new type of meter at any or all of these locations. The line item budget in Exhibit B of this amendment includes both contingencies as well as other optional services that may be required over the course of the contract term.

All of the WRBP's operating expenses are paid by the users of the system; there is no General Fund contribution to the system's operating budget.

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

We respectfully request your approval.

  
for \_\_\_\_\_  
Robert R. Scott, Commissioner

**AMENDMENT NO. 1**  
**CONTRACT #1039717**

This Agreement (hereinafter called the "Amendment #1") is by and between the State of New Hampshire acting by and through its Department of Environmental Services, Water Division (hereinafter referred to as the "State") and Environmental Sampling Technology, Inc. (hereinafter referred to as the EST).

**WHEREAS**, pursuant to an agreement (hereinafter called the "Agreement") dated August 7, 2014, and approved by the Governor and Council on September 3, 2014 at Item No. 87 as Contract #1039717, EST agreed to perform certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the State of certain sums specified herein; and

**WHEREAS**, pursuant to the provisions of paragraph 18 of the Agreement, the Agreement may be amended, waived or discharged only by written instrument executed by the parties thereto; and

**WHEREAS**, EST and the State have agreed to further amend the Agreement in certain respects;

**NOW THEREFORE**, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties hereto do hereby agree as follows:

**1. Amendment and Modification of Agreement**

The Agreement is hereby amended as follows:

- A. The price limitation governing the Agreement as set forth in the Agreement (line 1.8 of the General Provisions and as referenced in Exhibit A of the Scope of Services and in Exhibit B, Basis of Payment), shall be increased by \$235,240 from \$ 205,000 to \$440,240.
- B. Exhibit B of the Agreement (Cost Proposal and Terms of Payment) is modified to allow for additional flow metering services in support of the Winnepesaukee River Basin Program.
- C. The completion date of the Agreement is modified to June 30, 2020.

**2. Effective Date of Amendment**

This Amendment shall take effect upon the date of approval of this Amendment by the Governor and Executive Council of the State of New Hampshire.

**3. Continuation of Agreement**

Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement and the obligations of the parties thereunder, shall remain in full force and effect with the terms and conditions set forth.

*Handwritten:*  
6/7/17  
JSC  
6/15/17

IN WITNESS WHEREOF, the parties set their hands as of the day and year first above written.

**THE STATE OF NEW HAMPSHIRE**  
**Department of Environmental Services**

By: [Signature]  
Clark B. Freise, Assistant Commissioner

DATE: 7/5/17

**Environmental Sampling Technology, Inc. (dba EST Associates)**

By: [Signature]  
John E. Carlin, President

DATE: 6/5/17

**Acknowledgment:**

State of MA County of Norfolk

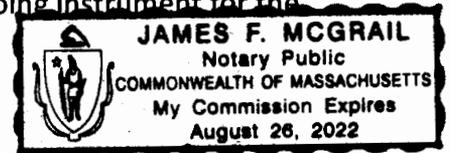
On this 5<sup>th</sup> day of June, 2017 before

the undersigned officer, personally appeared John E. Carlin

and acknowledges himself to be the President of

Env. Sampling Tech Inc., who executed the foregoing instrument for the

purposes therein contained.



IN WITNESS THEREOF, I hereunto set my hand and official seal.

[Signature]

James F. McGrail, Esq.  
Name and Title of Notary Public

**Approval by ATTORNEY GENERAL (Form, Substance and Execution):**

[Signature]  
Assistant Attorney General Signature

July 14, 2017  
Date

Approved by the GOVERNOR and COUNCIL, this \_\_\_\_\_ day of \_\_\_\_\_, 2017

# EXHIBIT B COST PROPOSAL AND PAYMENT TERMS CALCULATIONS FOR AMENDMENT #1

## Contract Price Limitation Summary

	FY18	FY19	FY20	Totals
Base service contract for installed flow meters (See Flow Metering Services Items 1-3 below):	\$ 45,500	\$ 45,500	\$ 45,500	\$ 136,500
Anticipated Optional Services not in base contract (see Optional Services Assumptions Items A-F below):	\$ 54,120	\$ 18,914	\$ 25,706	\$ 98,740
	\$ 99,620	\$ 64,414	\$ 71,206	\$ 235,240

### Base Flow Metering Services - Itemized Costs

No.	Description	Contract extension			Total Base Services (FY18-FY20)
		(FY18)	(FY19)	(FY20)	
1	Equipment monitoring, inspections, calibrations, operations and maintenance, replacement of defective parts and equipment. Complete operation and servicing of all equipment and data acquisition for up to 12 sites. (Annual recurring costs to be provided on a monthly basis).	\$ 35,000.00	\$ 35,000.00	\$ 35,000.00	\$ 105,000.00
2	2.5 INCHMENT Rain Gauge (Annual recurring costs to be provided on a monthly basis).	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00	\$ 9,000.00
3	Data analysis, evaluation, summarization, presentation, and submission of reports to WVRP. (Annual recurring costs to be provided on a monthly basis).	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00	\$ 22,500.00
	<b>Total Base Service Contract Price Limitation (Sum of 3 Year/Annual Cost):</b>	<b>\$ 45,500.00</b>	<b>\$ 45,500.00</b>	<b>\$ 45,500.00</b>	<b>\$ 136,500.00</b>

### Assumptions for Optional Services Included in contract price limitation

No.	Description	FY18			FY19 w/ escalator			FY20 w/ escalator			Total Optional Services (FY18-FY20)
		Annual Escalator (%)	recurring/month	recurring/year	Annual Escalator (%)	recurring/month	recurring/year	Annual Escalator (%)	recurring/month	recurring/year	
A	3 Temp meters A/V meters for 2 times @ 3 months in FY18-FY19 and FY18-FY20 (wet and dry weather flow periods each calendar year) - 6 total	2.0%	29,200	2,122	2,164	29,200	2.0%	2,096	2,164	6,366	
B	4 relocations/remove & install in WVRP request		2,080	6,240	6,555	12,855		2,080	6,240	12,855	
C	4 permanent laser meters at already identified locations (FY18 assumes 3 months after trail)		6,300	9,792	9,988	26,980		6,300	9,792	26,980	
D	Additional field investigations @ \$35/hr/Team, assume 3 locations worst case @ hrs/location		7,200	2,340	2,340	21,000		7,200	2,340	21,000	
E	Police details - Allowance (only as required)		2,340	7,000	7,000	21,000		2,340	7,000	21,000	
F	Total Assumed Optional Services (Selected from Itemized costs 1-15 below)		\$ 44,120	\$ 18,914	\$ 25,706	\$ 69,540		\$ 44,120	\$ 18,914	\$ 25,706	

### Other Optional Services - Itemized Costs

No.	Description	non-recurring cost/each	recurring/month	recurring/year	recurring/3-years w/ escalator
1	Temporarily remove and reinstall a meter from service at the request of the WVRP as required for line flushing and maintenance	\$ 520.00		\$	\$
2	Temporary Area Velocity or Ultrasonic Flow Meter calculated as per month - minimum 3 months	\$ 450.00	\$ 200.00	\$	\$
3	Temporary Area Velocity or Ultrasonic Flow Meter calculated as per month - minimum 3 months	\$ 175.00	\$ 25.00	\$	\$
4	Temporary Laser Flow Meter calculated per month - minimum 3 months	\$ 1,750.00	\$ 1,850.00	\$	\$
5	PERMANENT Laser Flow Meter (min 12 months)	\$ 75.00	\$	\$ 900.00	\$ 2,718.36
6	PERMANENT Ultrasonic Meter (min 12 months)	\$ 350.00	\$ 100.00	\$ 1,200.00	\$ 3,674.48
7	Remove Ultrasonic Meter	\$ 200.00	no credit on base 12 meters	\$	\$
8	PERMANENT Ultrasonic Meter (min 12 months)	\$ 520.00	\$	\$	\$
9	INSTALL PERMANENT Non-Contact Area Velocity or Laser Meter (min 12 months)	\$ 1,750.00	\$ 985.00	\$ 11,820.00	\$ 35,701.13
10	Remove Non-Contact Area Velocity or Laser Meter	\$ 350.00	no credit on base 12 meters	\$	\$
11	Relocate Non-Contact Area Velocity or Laser Meter	\$ 750.00	\$	\$	\$
12	Maintain and/or extend Laser Meter at same location (min 12 months)	\$	\$ 200.00	\$ 2,400.00	\$ 7,248.96
13	INSTALL PERMANENT Contact Area Velocity Meter (min 12 months)	\$ 525.00	\$ 175.00	\$ 2,100.00	\$ 6,342.84
14	Remove Contact Area Velocity Meter	\$ 350.00	no credit on base 12 meters	\$	\$
15	PERMANENT Contact Area Velocity Meter	\$ 520.00	\$	\$	\$

**Note 1:** Officer does not require a police detail if adequate trained personnel provided as provided per email from PO. Coordination around heavy traffic events is required. PO may require detail in some cases. Tilton PD requires a detail in department roadways each time per ordinance. What set in a schedule on Monday 12 weeks in advance. [555]hr for officer & cruiser & hr: min x 12 events/year, initial install in 8 hrs @ 2 hrs @ \$3/hr

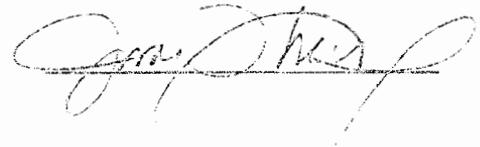
**Note 2:** Including monthly based on prior month's services rendered.

OK  
1/15/17  
OK  
1/17

## Certificate of Authority

I, James F. McGrail, Secretary of Environmental Sampling Technology, Inc. do hereby certify that John E. Carlin is authorized to execute any documents that may be necessary to enter into a contract with the State of New Hampshire.

In witness whereof, I have hereunto set my hand as the Secretary of Environmental Sampling Technology, Inc., this 1<sup>st</sup> of June, 2017.



State of Massachusetts

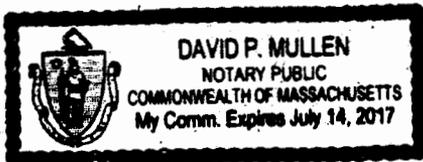
County of Norfolk

On June 1, 2017, before me, David P. Mullen, the undersigned officer, personally appeared James F. McGrail, who acknowledged him to be the Secretary of Environmental Sampling Technology, Inc. and that he, being authorized to do so, executed the foregoing instrument for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal



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**State of New Hampshire**  
**Department of State**

**CERTIFICATE OF AUTHORITY OF**  
**ENVIRONMENTAL SAMPLING TECHNOLOGY, INC.**

The Secretary of State of the State of New Hampshire hereby certifies that an Application of **ENVIRONMENTAL SAMPLING TECHNOLOGY, INC.** for a Certificate of Authority to transact business in this State, duly signed pursuant to the provisions of the New Hampshire Business Corporation Act, has been received in this office.

ACCORDINGLY the undersigned, by virtue of the authority vested in him by law, hereby issues this Certificate of Authority to **ENVIRONMENTAL SAMPLING TECHNOLOGY, INC.** to transact business in this State under the name of **ENVIRONMENTAL SAMPLING TECHNOLOGY, INC.**, and attaches hereto a copy of the Application for such Certificate.

Business ID: 771670



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 1st day of June 2017 A.D.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/7/2017

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 Eastern Insurance Group LLC 233 West Central St Natick MA 01760	CONTACT NAME: Risk Management
	PHONE (A/C No, Ext): (800) 333-7234 FAX (A/C, No):
	E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Greenwich Insurance Company
INSURED Environmental Sampling Technology Inc d/b/a EST Associates, Inc. 51 Fremont Street Needham MA 02494	INSURER B: Allmerica Financial Benefits 41840
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: 17-18 Master 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			GEC001192215	6/6/2017	6/6/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS			AWN5601302	6/6/2017	6/6/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			UEC003779305	6/6/2017	6/6/2018	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional/Pollution Liability			PEC000339917	6/6/2017	6/6/2018	Each Occurrence \$2,000,000 Aggregate \$4,000,000

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

CERTIFICATE HOLDER CANCELLATION

State of New Hampshire Department of Environmental Services Winnepesaukee River Basin Program PO Box 68 Franklin, NH 03235	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  John Koegel/LEEO
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/01/2017

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).

<b>PRODUCER</b> <b>EASTERN INSURANCE GROUP LLC</b>  233 WEST CENTRAL ST NATICK MA 01760	<b>CONTACT NAME:</b> Lee Ostaszewski <b>PHONE (A/C No, Ext):</b> (508) 620-3407 <b>E-MAIL ADDRESS:</b> leeost@easterninsurance.com	<b>FAX (A/C, No):</b>
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> <b>ENVIRONMENTAL SAMPLING TECHNOLOGY INC</b>  51 FREMONT STREET NEEDHAM MA 02494	<b>INSURER A:</b> TRAVELERS INDEMNITY CO OF AMERICA NAIC # 25666	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER: 160204**                      **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	
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			N/A			EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$	
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			N/A			COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$	
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$			N/A			EACH OCCURRENCE \$ AGGREGATE \$ \$	
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	N/A	6HUB2E50960116	12/07/2016	12/07/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
				N/A				

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

Workers' Compensation benefits will be paid to Massachusetts employees only. Pursuant to Endorsement WC 20 03 06 B, no authorization is given to pay claims for benefits to employees in states other than Massachusetts if the insured hires, or has hired those employees outside of Massachusetts.

This certificate of insurance shows the policy in force on the date that this certificate was issued (unless the expiration date on the above policy precedes the issue date of this certificate of insurance). The status of this coverage can be monitored daily by accessing the Proof of Coverage - Coverage Verification Search tool at [www.mass.gov/lwd/workers-compensation/investigations/](http://www.mass.gov/lwd/workers-compensation/investigations/).

**CERTIFICATE HOLDER**                      **CANCELLATION**

State of New Hampshire Department of Environmental Services PO Box 68  Franklin NH 03235	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b>  Daniel M. Crowley, CPCU, Vice President - Residual Market - WCRIBMA
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The State of New Hampshire  
**DEPARTMENT OF ENVIRONMENTAL SERVICES**



**Thomas S. Burack, Commissioner**

*PO 1039717*

August 7, 2014

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

APPROVED G & C

DATE 9/3/14

ITEM # 47

REQUESTED ACTIONS

1. Authorize the Department of Environmental Services (DES) to enter into an agreement with Environmental Sampling Technologies dba EST Associates, Inc. (EST) (VC #260907), Needham, Massachusetts in the amount of \$115,100.00 for flow metering services for the Winnepesaukee River Basin Program (WRBP), effective upon Governor and Council approval through June 30, 2017. 100% WRBP Funds.
2. Further authorize that a contingency in the amount of \$89,900.00 be approved for payment of additional necessary and optional services that may be required over the term of the contract to be effective upon G&C approval through June 30, 2017. 100% WRBP Funds.

Funding is available in the account as follows, with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified. Funding for FY2016 and FY2017 is contingent upon appropriation and availability of funds.

	✓ funds 2404919 RQ 151161	②	
	<u>FY2015</u>	<u>FY2016</u>	<u>FY2017</u>
03-44-44-442010-1300-102-500731	\$75,000	\$65,000	\$65,000
Dept Environmental Services, Winnepesaukee River Basin, Contracts for Program Services			

EXPLANATION

This contract involves the provision of flow metering services in the wastewater collection system operated by the WRBP. The WRBP owns and operates wastewater collection and treatment services for 10 communities that receive the benefit of the services. These 10 member communities are represented by an Advisory Board. Each member community is assessed costs for the program's operation, maintenance, and upgrades based upon proportional use of the WRBP sewer system, including their respective wastewater flow contributions. The major components of the state-owned WRBP system include 14 wastewater pumping stations, 55 miles of large diameter interceptor sewers, and the wastewater treatment facility located in Franklin that currently treats an average of 5.5 million gallons per day of wastewater. The WRBP monitors flow at a number of locations for operational conditions and compliance. Some of these existing flow metering locations will be used for future flow-based cost recovery calculations. The additional services included in this contract are a vital component in the WRBP's efforts to update flow-based cost recovery for WRBP operations, target the removal of excessive inflow/infiltration, and assist with capital project planning and wastewater flow management.

Page 2

A Request for Proposals (RFP) was prepared and six (6) firms that were known to provide the needed services were contacted and provided with the RFP. The RFP was also advertised on the NH Department of Administrative Services Purchase and Property website and in two local newspapers, The Union Leader and The Citizen of Laconia. Five firms responded by submitting timely proposals. The basis of determining the lowest cost respondent was the sum of the base scope of service costs for a term of five years. The results are as follows:

<u>Name</u>	<u>Results</u>
EST Associates - Needham, MA	\$191,600.00
Flow Assessments - Goffstown, NH	\$445,500.00
ADS - Manchester, NH	\$452,218.00
IEC - Milford, PA	\$553,765.00
HACH/BAU Hopkins - Plainville, MA	\$748,323.64
CSL Services	No response
ISCO/Teledyne	No response
Savin Engineers	No response

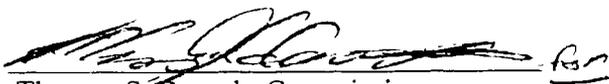
After due diligence was performed by the WRBP, the lowest cost respondent was determined to be qualified and capable of performing the services. A three year term for the base service scope plus a contingency for additional necessary and optional services during this period was then negotiated with EST. Since the actual need for flow metering locations and other associated services each year cannot be definitively forecast, the contract price limitation of \$205,000 is based upon the sum of the base service costs for a three year term (\$115,100) plus a contingency for additional necessary and optional services (\$89,900) that may be required over the term of the contract as noted in Exhibits A and B. The contingent funds will be used only if authorized by the WRBP.

As a result of their response to the RFQ and subsequent successful negotiations, we wish to award the flow metering service contract to EST Associates. The WRBP Advisory Board voted unanimously on July 15, 2014 to recommend entering into the contract with EST for these flow metering services.

All of the WRBP's operating expenses are paid by the users of the system; there is no General Fund contribution to the system's operating budget.

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

We respectfully request your approval.

  
Thomas S. Burack, Commissioner

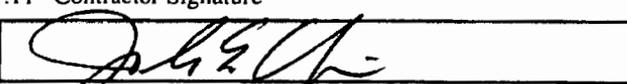
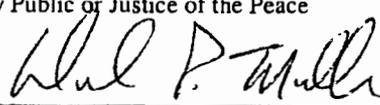
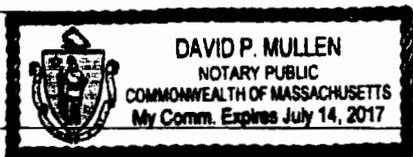
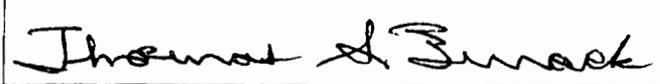
Subject: Wastewater Flow Metering Services FORM NUMBER P-37 ( version 1/09)

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name <u>Department of Environmental Services</u>		1.2 State Agency Address <u>29 Hazen Drive, Concord, NH 03302</u>	
1.3 Contractor Name <u>Environmental Sampling Technology, Inc. dba EST Associates</u>		1.4 Contractor Address <u>51 Fremont St., Needham, MA 02494</u>	
1.5 Contractor Phone Number <u>(781) 455-0003</u>	1.6 Account Number <u>03-44-44-442010-1300-102-500731</u>	1.7 Completion Date <u>June 30, 2017</u>	1.8 Price Limitation <u>\$205,000.00</u>
1.9 Contracting Officer for State Agency <u>Sharon McMillin</u>		1.10 State Agency Telephone Number <u>603-934-4032</u>	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory <u>John E. Carlin, President</u>	
1.13 Acknowledgement: State of <u>MA</u> , County of <u>Norfolk</u> On <u>July 17, 2014</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <u>[Seal]</u> 			
1.13.2 Name and Title of Notary or Justice of the Peace <u>David P. Mullen, Notary</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <u>Thomas S. Burack, Commissioner</u>	
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) By:  On: <u>8/12/14</u>			
1.18 Approval by the Governor and Executive Council 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, 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

Contractor Initials       
Date 7/17/14

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 SCOPE OF SERVICES**

The New Hampshire Department of Environmental Services Winnepesaukee River Basin Program (DES-WRBP) and the WRBP Advisory Board (collectively identified as “the WRBP” in this Request for Proposals) solicited proposals from qualified firms to provide wastewater flow metering services. The flow metering firm will provide flow metering and monitoring, maintenance of each installed meter, data collection, reporting, analysis and interpretation. The metering firm shall demonstrate the ability to manage and maintain a large scale flow metering project at multiple locations across a broad geographical area. The firm shall commit to fully understanding the site constraints and hydraulic conditions at each meter site to ensure the deployment of the right equipment for the intended application to achieve the level of accuracy, reliability and repeatability for the purposes outlined in this scope of work. The firm shall commit to operating and maintaining the equipment over a long-term contract period. The selected shall provide the necessary supervisory and management staff to work directly with WRBP staff to ensure the WRBP Flow Metering Program is meeting the objectives of the WRBP.

The contract term shall be for an initial 3 year period with annual performance reviews. The total cost for the scope of work for the 3 year term plus an annual contingency for any additional required work shall be the contract price limitation. If performance is not to the satisfaction of the WRBP or if funding is no longer available, the contract may be terminated at any time at the sole discretion of the WRBP. After the first 3 year period, the WRBP may choose to extend the contract for an additional 2 years if performance is deemed acceptable by the WRBP and funding is available. Such an extension will require the execution and approval of a contract amendment.

### System Description

The major components of the state-owned DES-WRBP system include 14 wastewater pumping stations, 55 miles of large diameter interceptor sewers, a maintenance compound in Laconia, and the wastewater treatment facility located in Franklin, NH that currently treats an average of 5.5 million gallons per day of wastewater. The DES-WRBP operates these facilities on behalf of the ten (10) members served by the system – Bay District (sewered portions of Moultonborough and Center Harbor), Meredith, Gilford, Laconia, Sanbornton, Belmont, Tilton, Northfield, Franklin, and the Lakes Region Facility.

### Project Objectives

The intent is to procure flow metering services for a portion of the WRBP collection system. The WRBP currently monitors flow at a number of locations for operational and future flow-based cost recovery calculations. Existing flow metering currently performed by the WRBP will remain the responsibility of the WRBP and are not included in the scope of work for this contract. The selected flow metering firm will be retained for new sites to be incorporated into the WRBP’s Flow Metering Program. This program is a vital component in the WRBP’s efforts to update flow-based cost recovery for WRBP operations, target the removal of inflow/infiltration, and assist with capital project planning and wastewater flow management. The primary objectives to the WRBP Flow Metering Program are:

1. Monitor flows for cost recovery of WRBP operations as part of a new cost allocation structure to be implemented by the WRBP. Flow data will be used by the WRBP to bill the 10 member communities for their portion of WRBP operational costs.
2. Monitor collection system performance and identify sewer basins with excessive inflow and infiltration. The data will be used by the WRBP staff in managing and maintaining its wastewater collection system infrastructure.

Flow Meter Installation Locations:

The flow metering firm will provide meters, telemetry and data for 11 meter sites. The sites have been preselected by the WRBP in consultation with a professional engineering firm experienced in the evaluation, design and installation of wastewater flow meters. The metering firm will be responsible for selecting the appropriate flow meter for each location, given the operating conditions and site constraints. When installed, metering equipment shall meet manufacturer specifications for meter accuracy. It is the goal of the WRBP to obtain the most accurate measure of flow that is reasonably achievable at each of the flow meter sites. The WRBP has set a minimum target of 8% accuracy for all flow data across the 11 sites.

The metering firm will be responsible for developing and submitting a means and method for field verification of the accuracy of the selected flow meter at each meter location. Proposed field verification methodologies will be subject to review by the WRBP. The WRBP reserves the right to perform final inspection of all installations or utilize a third party to do the inspections or observe field verifications. The metering firm shall field test/verify each flow meter location using the approved means and methods. Field verification shall be completed on a periodic basis as required to ensure meters are functioning properly and data meets the minimum target flow data accuracy.

For the duration of the contract period, the metering firm shall own, install, calibrate, operate, maintain and replace all meter and telemetry equipment installed by the firm. All 11 new flow meter locations shall have a telemetry system installed that is capable of transmitting collected flow data on at least a daily basis. If it is determined that such data transmission is problematic at a given location, alternative means for data retrieval shall be considered. The firm shall be responsible for all data logging and battery backup to ensure retention of flow, depth, velocity, and volume data. The firm shall be responsible for completing all data transmissions, data downloads and data analysis at the proposed meter sites for the duration of the contract period. The firm shall assign staff experienced in data analysis to evaluate the quality of the data received and to reduce the data into a format acceptable to the WRBP. It is the responsibility of the metering firm to accomplish the scope of work and provide accurate, repeatable, and defensible results as evidenced by data validation methods and reports and by calibration reports, and provide reliable results as further evidenced by number, type and duration of equipment malfunctions or data excursions. Replacement of defective or deficient equipment shall be at the firm's expense.

The WRBP reserves the right to add or remove meter locations as it deems necessary. Additionally, there may be times during the contract period when it becomes necessary to relocate meters for various unforeseen reasons. The metering firm shall be prepared to mobilize within 14 calendar days if necessary to relocate the meter. In the event that routine maintenance is required by the WRBP in an area with an assigned flow meter, the metering firm shall be responsible for moving or otherwise relocating the meter as necessary to avoid delays to the maintenance and operation of the sewer collection system. Although widespread meter relocations are not anticipated, the metering firm shall be prepared to shift or relocate meters as necessary throughout the contract period. The cost for adding or relocating meters to a different location shall be included in the contingency amount built into the contract price limitation.

Data Collection and Meter Calibration

The WRBP recognizes that there are several methods available for collecting data from the various flow meters and rain gauges. Currently, the WRBP views data from existing, functional metering sites at pump stations and the WWTP on a real-time basis through their SCADA system. Viewing data for new flow meter locations will be through website access, or by other means determined by the selected firm, outside of the WRBP SCADA system. The WRBP requires access to view "real time" data or trends from the new flow meters and any installed rain gauges as it becomes available on the firm's client access site; however, it is sufficient that raw data collected at 15-minute intervals (or calculated 15-minute averages) be provided to the WRBP for their archiving and further analysis on a monthly basis.

At a minimum, site inspection and maintenance and instrument maintenance and calibration shall be performed on a monthly basis to ensure that the meter is working and calibrated properly and that the equipment is fully ready to perform as intended for the next data collection cycle. It is the responsibility of the metering firm to inspect the installation or use data trending or alarms to assure that the installation remains free of sediment or debris and that any non-functional equipment or support systems are cleaned, retrofitted, repaired or replaced within 14 calendar days. It is the firm's responsibility to clean flow sensors/meters during routine site visit and as-needed when the sensors/meters become fouled. Sensor/meter cleaning will involve the removal of any debris found in the normal flow stream that impairs performance of the sensor/meter. The removal of sand, rocks, gravel or other hard debris by means of hydraulic or mechanical equipment is not required of the flow metering firm. The firm shall notify the WRBP within 48 hours of their discovery of such conditions. All such maintenance, repairs or retrofits shall be documented in the reports provided to the WRBP. Adherence to these response times, number and type of failures, methods used for validating, extrapolating or eliminating suspect or missing flow data from reported values, and all calibration records shall be included in the monthly reports and used in the performance evaluations described later in this RFP

Data Format and Transfer

All data shall be provided to the WRBP in a non-proprietary, editable format approved by the WRBP that will support further detailed analysis performed by the selected metering firm, consultants working on behalf of the WRBP, or by WRBP staff. The preferred format to receive flow monitoring data is in an editable Microsoft Excel format in order for it to be compatible with upload into the WRBP's archival database. The preferred format to receive reports is in an editable Microsoft Word document. Regardless of the data format preferred by the selected metering firm, the WRBP shall not be required to purchase new software to view flow monitoring data and reports. Access to flow monitoring information shall conform to the State's internet and information technology security requirements. Data shall be accessible and shared through an ftp site, client access website, through e-mail, or other approved means, and by CD-ROM with the WRBP. The electronic data submitted to the WRBP shall be transferred in compliance with all applicable WRBP policies and procedures for electronic data transmittal.

Data shall be reported to the WRBP on a monthly basis. Data collected from the previous month shall be formatted and reported to the WRBP before the 15<sup>th</sup> day of the subsequent month or 2 weeks after receipt of flow data from the WRBP, whichever is greater. Rainfall data may be reported more often depending upon the nature of the rain gauge and remote communications ability provided by the selected metering firm.

After the WRBP has received the flow or rainfall data, it shall become the property of the WRBP with no proprietary restrictions and it shall be available for modification, revision and sharing as determined to be in the best interests of the WRBP. The WRBP will remain the owner of both the raw data and the information provided through the metering firm's analysis and conclusions derived from the raw data.

#### Data Analysis and Reporting

Data shall be reviewed on a weekly basis by an experienced data analyst with a minimum of 5 years of experience in wastewater flow metering applications.

The prospective metering firm shall be responsible for preparing a monthly analysis of the flow data collected for each meter and rain gauge. The monthly reports shall contain charts, tables, hydrographs and figures as necessary. The metering firm shall perform a flow balance utilizing flow data obtained under the contract as well as data provided by the WRBP from other meter sites. Currently, there are 9 other locations where data will be used for community flow assessment. These 9 locations include 6 magmeters at pump stations, 1 ultrasonic flow meter installed at the WWTP influent flume, 1 location where flow data is derived from wetwell drawdown calculations, and 1 location where wastewater flow will be extrapolated from community water meter data. Water meter information will be provided as it becomes available from the community water district; which will not be on a monthly basis. Plus, there are an additional 8 magmeters located at pump stations primarily used for operational monitoring. The WRBP will provide flow data from its installed meters in an Excel spreadsheet format on a monthly basis.

Some optional and additional analyses beyond the minimum criteria outlined above could prove beneficial in developing a better understanding of flow volume fluctuations within the overall sewer collection system. The description and cost for each such alternative should be clearly delineated on Exhibit B.

#### Additional Reporting Requirements

The selected metering firm shall submit monthly records and reports detailing maintenance and repairs completed on the installed equipment and physical locations. The metering firm shall also report to the WRBP whenever a meter is replaced. Such notification shall be provided in advance of replacement, but the firm should not delay installation in order to meet downtime requirements and associated data loss. The WRBP reserves the right to observe the installation, start-up, maintenance, calibration and any manual data collection from flow meters installed under this contract. The selected metering firm shall be responsible for coordinating such activities with WRBP staff and NHDOT as necessary.

#### Management and Administration

The metering firm's project manager shall manage the project throughout its entirety unless an alternate project manager is approved by the WRBP. The project manager shall have the necessary authority and ability to make important administrative and financial decisions on behalf of the selected metering firm including implementing any corrective measures required by the WRBP or to provide the quality of services required to complete the scope of work as specified.

Base Bid: The contract will be awarded on the Base Bid amount as submitted by a qualified metering services firm on Exhibit B. Selection was based on the lowest Total Base Service Cost for the projected 5 year period.

Optional Services: Includes items contemplated by the WRBP that may be required over the course of the contract. It is understood that the actual costs for work performed under this category is subject to site constraints and hydraulic conditions at the proposed meter site and may differ from that as provided by the Respondent. The intent is to justify an adequate contingency for each fiscal year for additional services the WRBP contemplates might occur. The values presented were used as a basis for negotiating pricing for the proposed work. Any proposed rain gauges will be considered optional items and the final number and locations will be negotiated with the metering firm as part of the contingency. There are three (3) optional flow meter locations proposed for either temporary flow metering to provide wet weather and dry weather flow data in a single year or for permanent installations depending upon the incremental cost. These options were negotiated with the firm in order to determine an appropriate contingency amount for the contract price limitation. The contingency amount shall be used for any optional work not included in the base service scope at the discretion of the WRBP.

Contract price limitation calculation including contingency:

Year 1 (FY15) = Base service scope + five permanent rain gauges, and a contingency for possible police details, three temporary meters, relocating one meter, and additional field investigations during installation work = \$41,200 (base) + 33,800 (contingency) = \$75,000

Year 2 (FY16) = Base service scope + five permanent rain gauges, and a contingency for possible police details, relocating one meter, adding one permanent A/V meter = \$36,700 (base) + 28,300 (contingency) = \$65,000

Year 3 (FY17) = Base service scope + five permanent rain gauges, and a contingency for possible police details, relocating one meter, three temporary meters, continuing support of the one additional permanent A/V meter = \$37,200 (base) + 27,800 (contingency) = \$65,000

Total contract price limitation: \$205,000

All information contained in the Request for Proposals dated 6/2/2014 and subsequent addenda are incorporated herein by reference. All information in the firm's proposal and subsequent clarifying correspondence is also included herein by reference.

**EXHIBIT B  
COST PROPOSAL AND PAYMENT TERMS**

Base Bid

1	Initial site visits and reconnaissance; Meter and telemetry equipment deployment and installation; Initial meter and telemetry equipment testing and calibration; Data transmission, acquisition and database setup. All equipment and systems complete in-place and fully operational for 11 sites. (Non-recurring cost to be a one time charge).	\$5,200-				
2	Equipment monitoring, inspections, calibrations, operations and maintenance, replacement of defective parts and equipment. Complete operation and servicing of all equipment and data acquisition for 11 sites. (Annual recurring costs to be prorated on a monthly basis).	\$31,200	\$31,700	\$34,000	\$32,500	\$33,000
3	Data analysis, evaluation, summarization, presentation, and submittal of reports to WRBP. (Annual recurring costs to be prorated on a monthly basis).	\$4,800	\$5,000	\$5,200	\$5,000	\$5,600
Total Annual Costs		\$41,200	\$36,700	\$37,200	\$37,900	\$38,600
Total Base Service Contract Costs (Sum of 5 Year Annual Costs):		\$191,600				

Optional Services:

1	Temporarily remove and reinstall a meter from service at the request of the WRBP.	1/Each	\$520-			
2	Temporary Flow Meter	1/Each	(1) \$200			
3	Temporary Rain Gauge	1/Each	(1) \$75			
4	Permanent Rain Gauge	1/Each	(1) \$100	\$50-		
5	Install Ultrasonic Meter	1/Each	(2) \$350	\$100-		
6	Remove Ultrasonic Meter	1/Each	(2) \$200			
7	Relocate Ultrasonic Meter	1/Each	\$520			
8	Install Non-Contact Area Velocity Meter	1/Each	\$7500	\$2500-		
9	Remove Non-Contact Area Velocity Meter	1/Each	\$7500	\$350-		
10	Relocate Non-Contact Area Velocity Meter	1/Each	\$750			
11	Install Contact Area Velocity Meter	1/Each	(2) \$525	\$175-		
12	Remove Contact Area Velocity Meter	1/Each	\$350	\$350-		
13	Relocate Contact Area Velocity Meter	1/Each	\$520			
Total Annual Costs (FY15):						
Annual Escalator (%):				2.0%		

(1) items #2-4 assumes 1 each per month  
 (2) It is assumed that the recurring cost for items # 4,5,8, and 11 are the costs associated with the monthly maintenance for each item

**EXHIBIT B  
COST PROPOSAL AND PAYMENT TERMS**

Recommended Services <sup>1</sup>: (add line items as necessary)

Teledyne ISCO Flow Link Global	\$ 1000/Mo	(6)

**NOTES:**

1. State fiscal years (FY) cover the period between July 1st to June 30th of the following year. For example, FY15 covers the period between July 1, 2014 to June 30, 2015.
2. Performance requirements for Optional Services shall be as specified in the RFP.
3. For Optional Services assume installations are: for manholes; depth to invert = 20 feet; pipe diameter = 60 inch; (time installed by others).
4. Recommended Service items may be added to this form or as an attachment. Additional backup documentation for assumptions and basis including hourly rate, # of personnel, and # of deployments shall be provided. Enter total amount not-to-exceed per occurrence or item. If required, add escalator.
5. The WRBP reserves the right to add additional contingent amounts to the contract annual costs and contract price limitation totals not otherwise shown above to cover unforeseen or multiple occurrences in the same FY or over the duration of the contract. There is no representation that any contingent items will be approved and implemented by the WRBP.

(6) EST will purchase FlowLink Global for the first year of the contract at no cost to WRBP. At the authority's option the subscription may be purchased by WRBP for the remainder of the contract

# EXHIBIT B COST PROPOSAL AND PAYMENT TERMS CALCULATIONS FOR PRICE LIMITATION AND CONTINGENCY

Base Bid - 3 years

No.	Item Description	EST
1	Initial site visits and reconnaissance; Meter and telemetry equipment deployment and installation; Initial meter and telemetry equipment testing and calibration; Data transmission, acquisition and database setup. All equipment and systems complete in-place and fully operational for 11 sites. (Non-recurring cost to be a one time charge).	\$ 5,200.00
2	Equipment monitoring, inspections, calibrations, operations and maintenance; Replacement of defective parts and equipment. Complete operation and servicing of all equipment and data acquisition for 11 sites. (Annual recurring costs to be prorated on a monthly basis).	\$ 94,900.00
3	Data analysis, evaluation, summarization, presentation, and submittal of reports to WRBP. (Annual recurring costs to be prorated on a monthly basis).	\$ 15,000.00
<b>Total Base Service Contract Price Limitation (Sum of 3 Year Annual Cost - FY15-FY16-FY17):</b>		<b>\$ 115,100.00</b>

Assume Contract to end June 30, 2017

### Optional Services

**Assumptions for contingency**

- \$ permanent rain gauges
- 1 relocation at WRBP request
- 3 temp meters A/V meters for 2 times @ 3 months in FY 15 (may actually be one event in FY16 due to schedule)
- 3 temp meters A/V meters for 2 @ 3 months in FY 17
- 1 permanent A/V meters at already identified location in FY16 & FY17 (maybe after temp)
- Additional field investigations @ \$195/hr/team - assume 3 locations worst case @ 4hrs/location
- Police details - Allowance (only as required)

Annual Escalator (%):

Minimum calculated contract price limitation: \$ 204,940.03  
Contract Price Limitation Rounded to nearest \$100 \$ 205,000.00

**Proposed contract & contingency breakdown:**

- Base service contract
- Contingency to include:
- Police Detail allowance
- Additional services & equipment not in base contract

FY15	FY16 w/ escalator	FY17 w/ escalator	Totals
\$ 9,061.20	\$ 9,242.42	\$ 9,427.27	\$ 27,730.90
\$ 520.00	\$ 530.40	\$ 541.01	\$ 1,591.41
\$ 3,600.00			\$ 3,600.00
		\$ 3,818.88	\$ 3,818.88
\$ 2,340.00	\$ 2,672.40	\$ 2,725.85	\$ 2,340.00
\$ 15,000.00	\$ 15,030.00	\$ 15,330.60	\$ 45,360.60
\$ 30,521.20	\$ 27,475.22	\$ 31,843.61	\$ 89,840.03
2.0%	2.0%	2.0%	

FY15	FY16	FY17	Totals
\$ 41,200.00	\$ 36,700.00	\$ 37,200.00	\$ 115,100
\$ 30,521.20	\$ 27,475.22	\$ 31,843.61	\$ 89,840
Min. Contract Price Limitation \$			204,940

**Proposed contract & contingency breakdown:**

- Base service contract
- Contingency, skewed to first FY with ability to carry forward for use in subsequent FYs

Totals per FY \$ 75,000.00 \$ 65,000.00 \$ 205,000

**Note 1:**

Gifford does not require a police detail (adequate trained personnel provided are provided per email from PD. Coordination around heavy traffic events is required. PD may require detail in some cases. (5250 min x 6 events/year x 2 officers); initial install in 8hrs @ 2 days @ \$ 65/hour with 2 officers  
Tilton PD requires a detail in designated roadways each time per ordinance. Must set up a schedule or notify 1-2 weeks in advance. FY15 \$65/hr with cruiser, 4 hr min. cancel 2 hours in advance or get billed.  
(\$65/hr for officer & cruiser x 4 hr min x 14 events/year), initial install in 8hrs @ 2 days @ \$ 65/hour  
Note 2: EST will install different or redundant flow meters or sensors to achieve the accuracy and reliability required by this contract.

**EXHIBIT C**  
**SPECIAL PROVISIONS**

Delete P-37 Agreement item 14.1.1 which reads: "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;"

Replace P-37 Agreement item 14.1.1 with the following: "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 or in amounts of no less than \$1,000,000 per occurrence and no less than \$1,000,000 excess/umbrella liability insurance".

# Certificate of Authority

I, James F. McGrath Secretary of Env. Sampling Technology, Inc. do  
*Printed Name of Certifying Officer Title Name of Company*

hereby certify that John C. Carlin is authorized to execute any documents  
*Printed Name of Person Authorized to sign*  
that may be necessary to enter into a contract with the State of New Hampshire.

In witness whereof, I have hereunto set my hand as the Secretary  
*Office/Position of Certifying Officer*  
of Env. Sampling Technology, Inc., this 17<sup>th</sup> day of July, 2014.  
*Name of Company*

James F. McGrath  
*Signature of Certifying Officer*

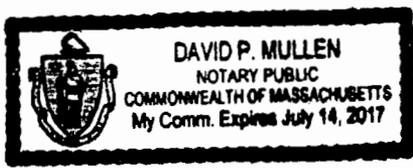
# Notarization

State of Massachusetts  
County of Norfolk  
On June 17, 2014, before me, David P. Mullen,  
*Date Name of Notary or Justice of the Peace*

the undersigned officer, personally appeared James F. McGrath, who  
*Printed Name of Certifying Officer*  
acknowledged him/herself to be the Secretary, of Environmental Sampling Technology, Inc.  
*Office/Position Name of Company*  
and that she/he, being authorized to do so, executed the foregoing instrument for the  
purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.

David P. Mullen  
*Notary Public or Justice of the Peace*



(affix seal)

Commission Expires: \_\_\_\_\_

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 Environmental Sampling Technology, Inc., a(n) Massachusetts corporation, is authorized to transact business in New Hampshire and qualified on June 16, 2014. I further certify that all fees 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 23<sup>rd</sup> day of July, A.D. 2014

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

William M. Gardner  
Secretary of State



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
7/16/2014

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 Eastern Insurance Group LLC 233 West Central Street Natick MA 01760	CONTACT NAME: Risk Management	
	PHONE (A/C, No, Ext): (508) 651-7700 FAX (A/C, No):	
INSURED Environmental Sampling Technology Inc d/b/a EST Associates, Inc. 51 Fremont Street Needham MA 02494	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Greenwich Insurance Company	
	INSURER B: Allmerica Financial Benefits	41840
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 14-15 Master MA w/out WC 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			GEC001192212	6/6/2014	6/6/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			AWN5601302	6/6/2014	6/6/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ 20,000 BODILY INJURY (Per accident) \$ 40,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000 Underinsured motorist Bl split \$ 20,000
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			UEC003779302	6/6/2014	6/6/2015	WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$
A	Professional/Pollution Liability			PEC000339914	6/6/2014	6/6/2015	Each Occurrence \$2,000,000 Aggregate \$4,000,000

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

<b>CERTIFICATE HOLDER</b>  State of New Hampshire Department of Environmental Services Winnepesaukee River Basin Program PO Box 68 Franklin, NH 03235	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b>  John Koegel/LEEO

