



The State of New Hampshire JUN 10 15 4:10:15 PM  
**DEPARTMENT OF ENVIRONMENTAL SERVICES**



**Thomas S. Burack, Commissioner**

May 20, 2015

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 amend a contract (PO #1027674) with Wright-Pierce, Inc. (Vendor Code #203111) Topsham, Maine for as-needed engineering services for the Winnepesaukee River Basin Program (WRBP) by extending the contract completion date to June 30, 2016 from June 30, 2015, effective upon Governor and Council approval. The original contract was approved by the Governor and Council on January 16, 2013 Item # 47. This is a no cost time extension. 100% WRBP Funds.

EXPLANATION

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

The task orders to be completed during this time extension include:

- Resident engineering and construction oversight for the main electrical system replacement project at the Franklin wastewater treatment plant that Wight-Pierce designed. This task order contract allowed the WRBP to negotiate for necessary engineering services when the main switchgear began to fail unexpectedly. Continued support by the design engineer is necessary for the efficient, timely completion of this project. Engineering oversight during construction is also required by the Clean Water State Revolving Fund that is supporting this construction project. The construction project is expected to be completed in early 2016.
- Third party inspection and calibration of flow meters installed throughout the WRBP collections system, including those maintained by a flow metering service provider, to validate collected flow data and community flow contributions for future rate assessments.
- Energy audit and building re-commissioning of the Administration/Operations building at the WRBP Franklin wastewater treatment plant to identify potential energy efficiency improvements.

All costs of the WRBP are billed back to the users of the facilities, as provided in RSA 485-A:50; there is no General Fund contribution to the WRBP.

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

We respectfully request your approval.

  
Thomas S. Burack, Commissioner

AMENDMENT #1  
CONTRACT CE 1027674

This Agreement (hereinafter called the "Amendment #1"), dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015, 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 Wright-Pierce, Inc. (hereinafter called the "Engineer").

**WHEREAS**, pursuant to an agreement (hereinafter called the "Agreement") dated November 1, 2012, and approved by the Governor and Council on January 16, 2013 at Item No. 47 as Contract Number CE 1027674, the Engineer agreed to perform certain services upon terms and conditions specified in the Agreement and in consideration of payment by the State of certain sums specified therein; and

**WHEREAS**, pursuant to the provisions of paragraph 17 of the Agreement, the Agreement may be amended, waived or discharged only by written instrument executed by the parties thereto; and

**WHEREAS**, the Engineer and the State have agreed to 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 Completion Date as set forth in sub-paragraph 1.7 of the agreement shall be changed from June 30, 2015 to June 30, 2016.

**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.

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: Thomas S. Burack  
Thomas S. Burack, Commissioner

DATE: 5/29/2015

**WRIGHT-PIERCE**

By: John R. Nelson  
John R. Nelson,  
Vice President

DATE: 5/15/15

**Acknowledgment:**

State of Maine County of Sagadahoc

On this 15<sup>th</sup> day of May, 2015 before the

undersigned officer, personally appeared John R. Nelson,

and acknowledges himself to be the Vice President of

Wright, Pierce, who executed the foregoing instrument for the

purposes therein contained.

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

\_\_\_\_\_  
Dorothy A. Biondeau Notary Public  
Name and Title of Notary Public

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

\_\_\_\_\_  
S. Assistant Attorney General Signature

6-8-2015  
Date

**Approved by the GOVERNOR and COUNCIL, this** \_\_\_\_\_ **day of** \_\_\_\_\_, 2015

# State of New Hampshire Department of State

## CERTIFICATE

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



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 1<sup>st</sup> day of May, A.D. 2015

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

William M. Gardner  
Secretary of State

**WRIGHT-PIERCE**  
**CERTIFICATE OF VOTE**

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

I certify that the following is a true copy of a vote taken at a meeting of the board of directors of the corporation, duly called and held on April 1, 2015, at which a quorum of the board was present and voting.

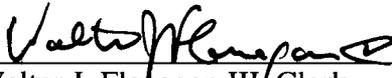
VOTED:

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

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

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

seal

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

Date: 4/27/15



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/23/2014

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).

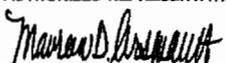
<b>PRODUCER</b> Norton Insurance Agency 276 US Route 1 Cumberland Foreside, ME 04110	<b>CONTACT NAME:</b> PHONE (A/C No, Ex): (207) 829-3450      FAX (A/C, No): (207) 829-6350 E-MAIL ADDRESS:	
	<b>INSURER(S) AFFORDING COVERAGE</b> NAIC # INSURER A : Hanover Insurance Company      22292 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	
<b>INSURED</b>  Wright-Pierce, c/o John Nelson 99 Main St Topsham, ME 04086		

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		ZBP6986037	01/01/2015	01/01/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X		AHP6806773	01/01/2015	01/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$			UHP6989052	01/01/2015	01/01/2016	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
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		N/A	WZP6806264	01/01/2015	01/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

<b>CERTIFICATE HOLDER</b>  NH Department of Environmental Services WRBP Sharon McMillin, Administrator 528 River St. 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.  AUTHORIZED REPRESENTATIVE 
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The State of New Hampshire  
**Department of Environmental Services**

**Thomas S. Burack, Commissioner**



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

December 17, 2012

**APPROVED G & C**

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

DATE 1/16/13  
ITEM # 47

REQUESTED ACTION

Authorize the Department of Environmental Services (DES) to enter into a contract with Wright-Pierce, Inc. (Vendor Code #203111) Topsham, Maine in the amount of \$900,000.00 for as-needed engineering services for the Winnepesaukee River Basin Program (WRBP), effective upon Governor and Council approval through June 30, 2015. 100% WRBP Funds.

Funding is available in the accounts 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 FY2014 and FY2015 is contingent upon appropriation and availability of funds.

	<u>FY 2013</u>	<u>FY2014</u>	<u>FY2015</u>
03-44-44-442010-1300-046-500463 Dept Environmental Services, Winnepesaukee River Basin, Consultants	\$100,000	\$100,000	\$100,000
03-44-44-442010-5426-046-500463 Dept Environmental Services, Winnepesaukee River Basin, Replacement Fund	<u>\$200,000</u>	<u>\$200,000</u>	<u>\$200,000</u>
Total budget per fiscal year	\$300,000	\$300,000	\$300,000

EXPLANATION

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

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

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

- Technical assistance with SCADA and other electrical or electronic systems to alleviate operational inconsistencies
- Energy audits, health and safety audits, building commissioning, historic preservation assessments, and NEC 70E inspections.
- Value Engineering or similar project assessments.

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

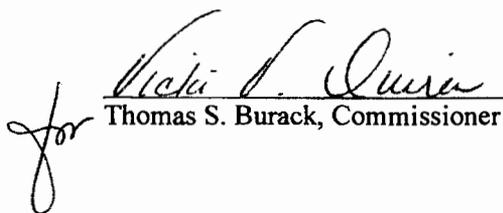
The engineering firm was selected using the qualifications-based selection process required for consulting engineering services as described in RSA 21-I:22 and the State's Request for Proposal (RFP) dated June 11, 2012. In consultation with the Advisory Board, DES-WRBP staff prepared a detailed RFP which was distributed to all interested firms on the DES roster of pre-qualified wastewater consulting engineers. The RFP was also advertised in The Citizen of Laconia newspaper and posted on the State's Administrative Services Purchase and Property website. Seven firms responded to the solicitation and were independently evaluated by the Selection Team (Team) recommended by the WRBP Advisory Board (see attached tables with selection team members and ranking results). The Team then entered into negotiations with the highest scoring firm (Wright-Pierce) using a separately submitted Fee Schedule. As part of these negotiations, the Team negotiated the scope and budget of four (4) task orders for potential inclusion in the contract and to allow the DES-WRBP staff and Advisory Board to better estimate the typical budget for each fiscal year and arrive at a contract price limitation.

Based upon their superior proposal and interview and the breadth of technical experience and expertise, the Team unanimously recommended that the WRBP enter into a contract with the highest ranking firm, Wright-Pierce, for As-needed Engineering Services. The four (4) task orders discussed with the Engineer as part of the qualifications-based selection process and contract negotiations were subsequently evaluated by the WRBP Advisory Board. The value of these initial four (4) task orders (\$212,300) was used to assist with the determination of a budget for the work which might be expected for the first fiscal year and each subsequent fiscal year of the 3-year contract term. Entering into the contract with Wright-Pierce for As-needed Engineering Services with a budget of \$300,000 per fiscal year, split between the WRBP Operating Budget (\$100,000/FY) and Replacement Fund (\$200,000/FY), for a total contract price limitation of \$900,000 was unanimously recommended by the WRBP Advisory Board on October 16, 2012. The contract price limitation does not obligate the WRBP to award task orders in the full amount of the price limitation. This level and distribution of funding will not increase the current assessments to each member community but is anticipated to provide sufficient funding for anticipated task orders plus a contingent amount for each fiscal year of the contract term.

All costs of the WRBP are billed back to the users of the facilities, as provided in RSA 485-A:50; there is no General Fund contribution to the WRBP.

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

We respectfully request your approval.

  
for Thomas S. Burack, Commissioner

**SELECTION CRITERIA INFORMATION FOR SELECTION TEAM MEMBERS**

**Selection Team Member Name:** \_\_\_\_\_

<b>The proposal must include all of the following:</b>	<b>Yes/No</b>
Documentation of experience, ability and availability of the firm's staff to perform the proposed services.	
Specific, demonstrated experience at water/wastewater facilities is required.	
Proposing firm shall be on the roster of pre-qualified engineering firms maintained by the DES WEB.	
Name(s) of key staff and PE license status should be provided.	
Designation of a lead firm for contract execution, especially if a project team of firms is proposed. Provide sufficient information as to relationship between team members, including subcontractors and the roles and responsibilities of each to meet contract	
Demonstration of the capacity to provide the required diversity of engineering and professional disciplines. These may include wastewater design, structural, civil, geotechnical, electrical, electronic and mechanical engineering, wetlands/natural sciences and historic preservation assessments.	
A clear explanation of the roles of any proposed subcontractors.	
The names, addresses and phone numbers of a minimum of five (5) references familiar with engineering services performed by the Proposing Firm in the last three (3) years. References should demonstrate Proposing Firm's experience in projects similar to those described in the Scope of Service, show evidence of ability to perform multiple projects at one time, complete projects on time and within budget, and the demonstrated ability to form teams and/or manage projects requiring the use of subconsultants.	
Documentation that the firm(s) are registered and in good standing with the State of New Hampshire, Secretary of State, Corporate Division, in order to perform work in the State of New Hampshire.	
An explanation of the time frame (maximum time) within which the Proposing Firm could, in general, start work on a project negotiated under the contract (e.g. timeliness of service).	
The Proposing Firm must identify any of the terms or conditions in the P-37 Agreement which they may wish to see revised and submit proposed language for those revisions.	
While not required, the WRBP welcomes and encourages any suggestions, based on experience with other clients, on how best to implement this project as well as any recommendations for additional work, such as opportunities for improvements of WRBP facilities, which could be incorporated into this contract.	

**Firm Name:** \_\_\_\_\_

<b>Each proposal and interviewed firm will be evaluated and ranked based on the following criteria:</b>	<b>Points</b>
1. Professional competence as evidenced in past projects and experience in performing similar work for water/wastewater facilities. (40 points)	
2. Demonstrated capabilities to assemble a project team(s) which can effectively manage projects, including those involving subcontractors or subconsultants. (30 points)	
3. Demonstration of capacity and willingness to accept multiple concurrent projects, start work quickly, and ability to complete projects within schedule and budget. (20 points)	
4. Ability to work cooperatively and interact effectively with DES-WRBP and WRBP communities' staff. (15 points)	
5. Clarity, completeness and conciseness of proposal. (10 points)	
6. Engineering firm's proximity to the WRBP service area. (5 points)	
Comments/Notes/Reasons for ranking:	

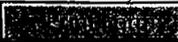
As-needed Engineering Ranking Sheet from Proposals - Cumulative Points for each firm  
8/15/2012

	Underwood Engineers	Weston & Sampson	Wright-Pierce	CDM Smith	Hazen & Sawyer	Stantec	Kieftelder/SEA
Team Member #1	75	80	105	55	85	95	70
Team Member #2	98	103	114	98	100	99	92
Team Member #3	65	42	45	25	38	19	18
Team Member #4	105	102	113	88	98	113	99
Team Member #5	60	86	108	60	89	90	78
<b>Totals per firm:</b>	<b>403</b>	<b>413</b>	<b>485</b>	<b>326</b>	<b>410</b>	<b>416</b>	<b>357</b>
<b>Average scores</b>	<b>80.6</b>	<b>82.6</b>	<b>97</b>	<b>65.2</b>	<b>82</b>	<b>83.2</b>	<b>71.4</b>
<b>Shortlist Order:</b>	<b>5</b>	<b>3</b>	<b>1</b>	<b>7</b>	<b>4</b>	<b>2</b>	<b>6</b>
<b>Firms Selected for Interviews:</b>		<b>3</b>	<b>1</b>		<b>4</b>	<b>2</b>	

Comments/notes: Scores are the average out of a possible 120 points using the criteria and numeric scoring system described in the RFP. Selection Team consisted of Sharon McMillin (WRBP Administrator), Steve Dolloff (WRBP Superintendent), Brian Sullivan (WRBP Advisory Board Chairman, Franklin), Paul Moynihan (WRBP Advisory Board, Laconia), and Sheldon Morgan (Advisory Board, Gilford). Based upon the Selection Team rankings above and discussion on 8/15/12 as to the number of firms to interview, the four highest ranking firms were selected for interviews: Wright Pierce, Weston & Sampson, Stantec, and Hazen & Sawyer.

As-needed Engineering Ranking Sheet for Interviews - Cumulative Points for each firm  
9/13/2012

	Wright-Pierce	Stantec	Weston & Sampson	Hazen & Sawyer
Team Member #1	110	80	90	70
Team Member #2	114	98	101	97
Team Member #3	108	79	88	70
Team Member #4	118	97	96	80
Team Member #5	118	76	66	49
<b>Totals per firm:</b>	<b>568</b>	<b>430</b>	<b>441</b>	<b>366</b>
<b>Average scores</b>	<b>114</b>	<b>86</b>	<b>88</b>	<b>73</b>
<p><b>Comments/notes:</b> Scores are the average out of a possible 120 points using the criteria and numeric scoring system described in the RFP. Selection Team consisted of Sharon McMillin (WRBP Administrator), Steve Dolloff (WRBP Superintendent), Brian Sullivan (WRBP Advisory Board Chairman, Franklin), Paul Moynihan (WRBP Advisory Board, Laconia), and Sheldon Morgan (Advisory Board, Gilford). Based upon the Selection Team rankings above and discussion on 9/13/12, Wright-Pierce was unanimously recommended, such that contract and task order negotiations would commence.</p>				



Subject:

As-needed Engineering 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 Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive, Concord, New Hampshire 03302	
1.3 Contractor Name Wright-Pierce, Inc.		1.4 Contractor Address 99 Main Street, Topsham, ME 04086	
1.5 Contractor Phone Number 207-798-3756	1.6 Account Number 01-44-44-442010-5426-048-500226	1.7 Completion Date June 30, 2015	1.8 Price Limitation \$900,000.00
1.9 Contracting Officer for State Agency Thomas S. Burack, Commissioner		1.10 State Agency Telephone Number 603-271-3503	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory PAUL F. BIRKEL, SR. VICE PRESIDENT	
1.13 Acknowledgement: State of <u>Maine</u> , County of <u>Sagadahoc</u> On <u>November 1, 2012</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 [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Dorothy A. Riendeau Administrative Assistant</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Thomas S Burack, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: On: <u>12/4/12</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.

Contractor Initials DFW  
Date 11-1-12

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

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

**9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

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

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

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

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

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

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

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

**14. INSURANCE.**

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

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

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

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

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

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual

intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

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

## **EXHIBIT A SCOPE OF SERVICES**

### **I. The Engineer's Responsibilities**

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

The types of projects that could be assigned as task orders under this as-needed engineering services contract may include, but are not limited to:

- Projects from the WRBP Capital Investment Plan (CIP) that are scheduled to be addressed over the term of this contract.
- Design, bidding assistance and construction management for projects deemed necessary to address unexpected problems or to repair/modify existing infrastructure due to deterioration or operational issues. These projects might be triggered by emergencies such as storm or flood damage or unexpected system failures in major interceptors, pump stations or the treatment plant.
- Alternatives analysis, recommendations and preliminary design reports to improve anaerobic digester efficiency and/or assess biogas co-generation alternatives and/or for improvements of pump stations. This could also include inspection of process piping and equipment to determine best options to replace deteriorated infrastructure or improve operations.
- Inspection and analysis of the structural integrity of DES-WRBP buildings, tunnels and other structures in response to unpredicted problems.
- Construction oversight/inspection services for emergency repairs.
- Design and implementation of collection system inspections and assessments for the WRBP (Example: Infiltration/Inflow (I/I) analysis and camera studies)
- Technical assistance with SCADA and other electrical or electronic systems (Example: Assistance with implementation of WRBP SCADA Standards and reprogramming to alleviate identified operational inconsistencies and NEC 70E inspections required by new regulations)
- Energy audits, health and safety audits, building commissioning, and historic preservation assessments, as needed.
- Value Engineering or similar project assessments.

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

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

### **II. The State's Responsibilities**

- Assist the Engineer by placing at their disposal all available information pertinent to the assigned task order including all reports, studies, operating data, and other information relative to the

project.

- Make provisions for the Engineer to enter upon the NHDES-WRBP facilities as required to perform the work assigned under this Agreement.
- Assist the Engineer in coordinating with the WRBP Advisory Board

### **III. Effective Date of Agreement**

This Agreement shall take effect upon the date of approval by the Governor and Executive Council of the State of New Hampshire through June 30, 2015.

### **III. Time of Completion – Task Orders**

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

### **IV. Contract Budget**

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

- Approval of this Agreement does not authorize expenditures in excess of the Price Limitation in Paragraph 1.8 of the Agreement.
- The Fee Schedule (submitted by the Engineer in response to the Request for Quotations) and the Fee Schedule and/or lump sum negotiated for each task order shall form the basis for Engineer's compensation.
- Engineer to be paid within thirty (30) days of submission of invoice at satisfactory completion of work. Payment for services under this Agreement will be made after submission of invoice and other documentation which may be required to verify satisfactory completion of the services more fully described in each task order.
- Engineer shall not submit invoices more frequently than once per month.
- No minimum amount of work or dollar amount is guaranteed to the Engineer.

Information contained in the State's Request for Quotation dated June 11, 2012, Addendum #1 dated July 12, 2012, and Addendum #2 dated July 25, 2012 is hereby included in Exhibit A by reference. All information included in the Engineer's Proposal is included herein by reference.

## **EXHIBIT B**

### **COST PROPOSAL & TERMS OF PAYMENT**

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

- The Fee Schedule for the Engineer, the Rate or Billing Schedules for their identified Subconsultants, and the NHDES Form 5700-41 submitted by the Engineer in their response to the Request for Quotations (attached) shall be the basis of negotiated compensation.
- NHDES Form 5700-41 includes itemized hourly rates for each labor classification of Engineer's staff. The Engineer shall submit a separate Form 5700-41 for each task order and clearly designate rates for any and all subconsultants.
- The direct labor rates provided on the submitted Form 5700-41 are those in effect through the end of calendar year 2013. An escalator (% increase) for direct labor rates will be applied for subsequent calendar years of the Agreement (3% above the 2013 rate applied for 2014 and 3% above the 2014 rates applied for 2015).
- Overhead rates shall be adjusted on a calendar year basis using the backward-looking, audited rate for the prior year as described in the Fee Schedule. However, once a task order has been approved, the overhead rates for that task order shall not be changed.
- Rates shall provide all-inclusive costs, including all federal, state and local taxes, all payroll (direct labor) related costs, bonding, insurance (general liability, professional liability, and worker's compensation). Engineer, Subconsultant and Subcontractor labor costs shall clearly delineate when they apply to office time, on-site time and travel time.
- On-site labor time shall be measured from the time of arrival on-site to the time of departure each day. Travel time shall be measured from and to the contractor's primary office location to the WRBP job site. The maximum compensation for labor travel time shall be 2 hours each way per day.
- Engineer and subconsultants shall carpool and/or make appropriate travel arrangements, as necessary, to minimize mileage expense to the extent feasible.
- All items listed in the Fee Schedule with a specified unit price shall be considered Usual and Customary rates, to which no markup may be added when billed to the State.
- All items listed in the Fee Schedule as "Cost-Plus" shall be based on the actual cost to the Engineer, to which an applicable negotiated percentage markup may be added when billed to the State.
- Profit mark-up (15%) shall only apply to Engineer's direct labor and overhead.
- Billing Rates for subconsultants and subcontractors are inclusive of direct labor, overhead, and profit, unless otherwise negotiated for a specific task order. The Engineer's mark-up on subconsultants and subcontractors is 10%.

The negotiated Engineer's Fee Schedule is attached.

The RFP indicates that compensation shall be on a time and material cost basis with some fixed prices, and Wright-Pierce is very comfortable with this approach.

**DIRECT LABOR RATES**

The RFP requests a direct labor rate schedule based on job classifications, and this has been provided in the attached 5700 form. Our standard approach for time charge billing is to use the actual direct labor rate of individuals and the agreed upon rates for overhead and profit. The direct labor rates in the table below are based on the current rates for staff that are anticipated to be involved in the various work tasks of the project. Given confidentiality considerations, we did not include payroll records, but can do so if requested upon selection.

We would utilize annual 3% escalator on these costs that would be applied at the start of 2014 and then 3% against the 2014 rates at the start of 2015.

**INDIRECT COST RATE (OVERHEAD RATE)**

Overhead rates fluctuate on an annual basis and are backward looking. Thus for 2012 we utilize our audited rate for 2011 expenses. Our current audited overhead rate for office work is 166.53% and for Resident Engineering Services is 127.50%. The RFP does not address changes in the overhead rate over the 3-year period of the proposed agreement. We would suggest either using the audited rate, which is adjusted annually or our historical average rate of 168% for office work if the rate must be held over the 3-year period.

Our overhead rate includes account tracking and invoice preparation as requested.

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

**OTHER DIRECT COST RATES FOR TRAVEL**

The table below shows all of rates for non-labor billing. We accept all of the conditions noted in the RFP for travels, and our subcontractors have agreed to those terms even if their standard rates differ.

## FEE SCHEDULE

### OTHER DIRECT COST RATES FOR EQUIPMENT AND SUPPLIES

The table below shows all of rates for non-labor billing. We accept all of the conditions noted in the RFP for travels, and our subcontractors have agreed to those terms even if their standard rates differ.

The following and non-labor costs are provided as requested in the Request for Proposal.

NON-LABOR BILLING RATES	
Item	Rate
Meals and Tips	At Cost
Phone	At Cost
Publications	At Cost
CADD Equipment	\$12.00/hour
Cadd Bond	\$.15/sq. ft.
Photocopies	\$.10/copy
Other Printing	At Cost
Total Station Equipment	\$10.00/hour
Other Survey Equipment	\$15.00/day
Stakes	\$.30/each
Monuments	\$18.00/each
Other Field Supplies	At Cost
Other Office Supplies	At Cost
Other	At Cost

**SUBCONSULTANT, SUBCONTRACTOR, AND RENTAL SERVICE**

Wright-Pierce has a strong working relationship with a wide range of New Hampshire based subconsultants, and will make the use of New Hampshire based subconsultants a priority. For the draft work tasks, we have proposed two out-of-state subconsultants because of the speciality services (arc flash study and building commissioning) and our familiarity with the quality of their work. We are always willing to discuss working with subconsultants and subcontractors that have performed well for our clients on past projects.

Most of our subcontractor partners utilized a billing rate schedule that is inclusive of direct labor, overhead, and profit. The rates for S.W. Cole, Curt Bartram, P.E., and Electrical Controls of Maine are attached.

**PROFIT/SUBCONTRACTOR MARK-UP**

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

COST OR PRICE SUMMARY FORMAT FOR SUBAGREEMENTS UNDER NH SAG & SRF		Form Approved DES 3/96		
PART I - GENERAL				
1. APPLICANT - Winnepesaukee River Basin Program		2. GRANT/LOAN NO. CWSRF-		
3. NAME OF CONTRACTOR OR SUBCONTRACTOR - Wright-Pierce		4. DATE OF PROPOSAL 6/3/2012		
5. ADDRESS OF CONTRACTOR OR SUBCONTRACTOR ( Include ZIP ) 69 Main Street, Topsham, ME 04086		6. TYPE OF SERVICE TO BE FURNISHED Evaluation, Design, Construction Services		
PART II - COST SUMMARY				
7. DIRECT LABOR (Specify labor categories)	HOURS	HOURLY RATE	ESTIMATED COST	TOTAL
Principal-in-Charge	0	\$62.00	\$0.00	\$0
Project Manager	0	\$48.00	\$0.00	
Sr. Technical Advisor	0	\$46.00	\$0.00	
Sr. Project Engineer	0	\$44.00	\$0.00	
Project Engineer	0	\$28.00	\$0.00	
Sr. Civil Engineer	0	\$41.00	\$0.00	
Sr. Project Architect	0	\$41.00	\$0.00	
Sr. Structural Engineer	0	\$38.00	\$0.00	
Mechanical Engineer	0	\$33.00	\$0.00	
Sr. Instrumentation Engineer	0	\$48.50	\$0.00	
Sr. Electrical Engineer	0	\$46.50	\$0.00	
Geologist	0	n/a		
Scientist	0	n/a		
Resident Project Representative (RPR)	0	\$30.00	\$0.00	
Assistant RPR	0	\$25.00	\$0.00	
Sr Engineering Technician	0	\$24.00	\$0.00	
Engineering Technician - Drafter	0	\$20.00	\$0.00	
Administrative Assistant	0	\$17.50	\$0.00	
DIRECT LABOR TOTAL:				\$0
8. INDIRECT COSTS (Specify indirect cost pools)	RATE	x BASE =	ESTIMATED COST	
	166.53%	0.00	\$0.00	
INDIRECT COSTS TOTAL:				\$0
9. OTHER DIRECT COSTS				
a. TRAVEL			ESTIMATED COST	
(1) TRANSPORTATION	1	\$0.00	\$0.00	
(2) PER DIEM	1	\$0.00	\$0.00	
TRAVEL COSTS TOTAL:			\$0.00	
b. EQUIPMENT, MATERIALS, SUPPLIES (Specify categories)			ESTIMATED COST	
Printing, postage, telephone, fax, etc.	1	\$0.00	\$0.00	
EQUIPMENT SUBTOTAL:			\$0.00	
c. SUBCONTRACTS			ESTIMATED COST	
SW Cole - Geotechnical			\$0.00	
Electrical Controls of Maine			\$0.00	
Curt Bartram, P.E.			\$0.00	
SUBCONTRACTS SUBTOTAL:			\$0.00	
d. OTHER (Specify categories)			ESTIMATED COST	
Resident Project Representative	0	\$0	\$0.00	
OTHER SUBTOTAL:			\$0.00	
e. OTHER DIRECT COSTS TOTAL:				\$0
10. TOTAL ESTIMATED COST				\$0
11. PROFIT				\$0
12. TOTAL PRICE				\$0.00

PART III - CERTIFICATIONS

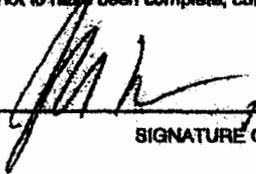
13. CONTRACTOR OR SUBCONTRACTOR

This proposal is submitted for use in connection with and in response to (1) WRBP AS NEEDED  
ENGINEERING SERVICES. This is to certify to the best of my knowledge and belief that  
the cost and pricing data summarized herein are complete, current, and accurate as of (2) AUGUST 2, 2012  
and that a financial management capability exists to fully and accurately account for the financial transactions under this project.  
I further certify that I understand that the subagreement price may be subject to downward renegotiation and/or recoupment where  
the above cost and pricing data have been determined, as a result of audit, not to have been complete, current and accurate as of  
the date above.

(3)

DATE OF EXECUTION

AUGUST 2, 2012

 John R. Nelson  
SIGNATURE OF COMPOSER

Vice President  
TITLE OF COMPOSER

14. LOAN RECIPIENT

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

DATE OF EXECUTION

SIGNATURE OF REVIEWER

TITLE OF REVIEWER



July 31, 2012

**Charge Rate Schedule  
Geotechnical Engineering Services  
New Hampshire Department of Environmental Services  
Winnepesaukee River Basin Program (DES-WRBP)**

<u>ITEM</u>	<u>UNIT</u>	<u>RATE</u>
<b><u>Personnel</u></b>		
Geotechnical Engineer	Hour	\$80
Senior Geotechnical Engineer	Hour	\$125
Principal	Hour	\$145
CAD Technician	Hour	\$70
<b><u>Laboratory Services</u></b>		
Soil Gradation (ASTM C-117/136)	Each	\$95
Soil Moisture Content (ASTM D-2216)	Each	\$15
Atterberg Limits (ASTM D-4318)	Each	\$95
Corrosivity (Resitivity, pH, Sulfate, Chloride)	Each	\$125
Modified Proctor	Each	\$125
<b><u>Other Direct Charges</u></b>		
Subcontractors	cost plus 12% mark-up	
Mileage	cost plus 5% (currently \$0.58/mile)	

**Project No. 12-0703 S**

**Curt Bartram P. E.  
Consulting Engineer  
7 Farm View Dr.  
Windham, ME 04062  
207-892-3965  
cbart848@roadrunner.com**

**SCHEDULE OF BILLING RATES**

	<u>Hourly Rate</u>
Senior Engineer	\$100/hr
	\$75/hr for travel

**Travel:**

Maximum labor charge of 2 hours each way, 4 hours total

Mileage: \$0.55 per mile, max. of 120 miles each way, 240 miles total



Electrical Controls of Maine  
755 South Waterboro Road  
Lyman, Maine 04002  
Tel. 207.499.2679  
Fax 207.499.2675  
Cell 207.590.0770

## SCHEDULE OF BILLING RATES

January, 2010 – December 31, 2010

	<u>Hourly Rate</u>
Senior Engineer	\$100.00
Engineer Tech.	\$85.00
Drafting	\$65.00
Emergency After Hours Calls	4 Hour Minimum Charge
Weekends and Holidays	Time plus ½
Mileage	.60
Direct Charges (major expenses, copying, printing/plotting)	Cost + 10%
Subcontractors	Cost + 10 %

## **EXHIBIT C SPECIAL PROVISIONS**

### **Item 1.**

Delete P-37 Agreement item 13 which reads:

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

Replace P-37 Agreement item 13 with the following:

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

### **Item 2.**

Delete P-37 Agreement item 14.1.1 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 \$2,000,000 aggregate”.

### **Item 3.**

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

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

### **Item 3.**

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

Approval as to form:

Town Counsel

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

VOTED:

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

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

A true copy.

Attest: \_\_\_\_\_ WRIGHT-PIERCE  
Place of Business: \_\_\_\_\_ 99 Main Street  
\_\_\_\_\_ Topsham, ME 04086  
Date of this Contract: \_\_\_\_\_ 11-1-2012

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

WRIGHT-PIERCE

seal

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

Date: 11-1-2012

State of New Hampshire  
Department of State

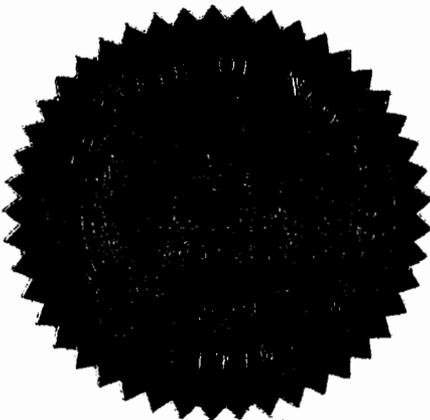
CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that WRIGHT - PIERCE a(n) Maine corporation, is authorized to transact business in New Hampshire and qualified on December 20, 1978. I further certify that all fees and annual reports required by the Secretary of State's office have been received.

In TESTIMONY WHEREOF, I hereto  
set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 31<sup>st</sup> day of October, A.D. 2012



William M. Gardner  
Secretary of State







WRIGHTP-01

JMAGGIO

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
10/25/2012

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 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**  
James & Gough  
59 Willard Street  
Suite 320  
Quincy, MA 02619

<b>CONTACT NAME:</b>	
<b>PHONE (A/C, No, Ext):</b> (617) 328-6555	<b>FAX (A/C, No):</b> (617) 328-6888
<b>E-MAIL ADDRESS:</b>	
<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURER A:</b> Catlin Insurance Company	<b>NAIC #</b> 19518
<b>INSURER B:</b>	
<b>INSURER C:</b>	
<b>INSURER D:</b>	
<b>INSURER E:</b>	
<b>INSURER F:</b>	

**INSURED**  
  
Wright-Pierce  
99 Main Street  
Topsham, ME 04086

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

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

INSURANCE TYPE	ADDITIONAL INSURANCE	SUBROGATION	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
<b>VEHICLE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						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 <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
<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 <input type="checkbox"/> N/A						WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
<b>Professional Liab.</b>			AED-205919-0113	1/1/2012	1/1/2013	3,000,000      5,000,000

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

<b>CERTIFICATE HOLDER</b>  NH Department of Environmental Sciences - WRBP Attn: Ms. Sharon McMillin Administrator P.O. Box 68 - 528 River Street 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.  AUTHORIZED REPRESENTATIVE 
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