

AR 31

THE STATE OF NEW HAMPSHIRE



TDD Access: Relay NH
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CHAIRMAN
Martin P. Honigberg

COMMISSIONERS
Robert R. Scott
Kathryn M. Bailey

EXECUTIVE DIRECTOR
Debra A. Howland

PUBLIC UTILITIES COMMISSION
21 S. Fruit Street, Suite 10
Concord, N.H. 03301-2429

January 20, 2017

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

Your Excellency and Honorable Councilors:

REQUESTED ACTION

Pursuant to RSA 365:37, II and III, authorize the Public Utilities Commission to enter into a **RETROACTIVE, SOLE SOURCE** contract amendment with Williams Consulting, Inc., (VC#272174), 450-1-6 State Road 13 N #112, Saint Johns, FL 32259, by increasing the amount by \$90,000 from \$100,000 to \$190,000 and extending the completion date to December 31, 2017 from the original contract end date of December 31, 2016. Pursuant to RSA 365:37, III the original contract for utility engineering and/or technical consulting services was approved by the Attorney General's Office on May 24, 2016. Funding is 100% Utility Assessment.

Funds will be available, pursuant to RSA 365:37, II, in account 02-81-81-810010-52140000-046-500463, Engineering Consultants, for FY 2017.

<u>FY2017</u>	<u>Total</u>
\$190,000	\$190,000

EXPLANATION

Pursuant to RSA 365:37, III (effective June 5, 2012), the Public Utilities Commission (Commission) respectfully requests authority to amend a contract with Williams Consulting, Inc. (WCI). The Commission issued a Request for Proposal on October 6, 2015 for utility engineering and/or technical consulting services. The Commission awarded a contract to WCI to work on a broad range of energy and cost-of-capital assignments. Currently, WCI is assisting the Commission with two complex electric rate cases simultaneously.

This requested amendment is **RETROACTIVE** because the work with WCI on the rate cases needed to continue while this contract amendment was being prepared. This requested amendment is **SOLE SOURCE** because the time required to issue a new Request for Proposal and award a separate contract would not allow Commission Staff to meet the deadlines in the two rate cases. Additionally, the nature of the work requires that it be completed by the individuals who commenced the work. Otherwise work would need to be redone, which would increase the cost of the services.

G&C 02/15/2017
Page 1 of 2
Initials *mp/17*
Date *1/20/17*

The contract amount will not affect the General Fund. Funds will be assessed pursuant to RSA 365:37, II which permits the Commission to obtain experts and assess the costs to a utility.

Your consideration of our request is appreciated.

Respectfully submitted,



Martin P. Honigberg
Chairman

Attachments:
Amendment
Original Contract

**AMENDMENT No. 1
PROFESSIONAL SERVICES CONTRACT**

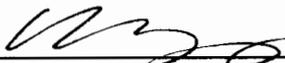
Now comes the New Hampshire Public Utilities Commission (the Agency) and Williams Consulting, Inc. (the Contractor) and, pursuant to an agreement between the parties which was approved by the Attorney General's office on August 13, 2015, hereby agree to modify same as follows:

1. Item 1.7 of said agreement is hereby modified such that the completion date is changed from December 31, 2016 to December 31, 2017.
2. Item 1.8 of said agreement is hereby modified such that the price limitation is changed from \$100,000 to \$190,000.
3. This amendment shall take effect upon Governor and Council approval.
4. All other provisions of the contract remain in effect.

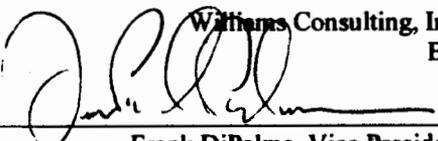
This modification of an existing agreement is hereby incorporated by reference to the existing agreement by the parties and must be attached to said agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands on this 20th day of January, 2017.

THE STATE OF NEW HAMPSHIRE
Public Utilities Commission
By:



Martin P. Honigberg, Chairman

Williams Consulting, Inc.
By:


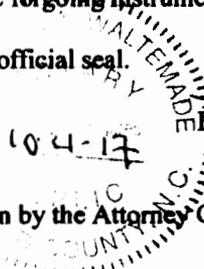
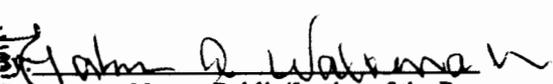
Frank DiPalma, Vice President

STATE OF NORTH CAROLINA

County of BUNCOMBE

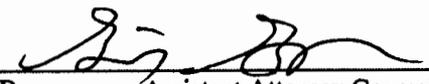
On this the 17th day of January, 2017, before me personally appeared Frank DiPalma., who acknowledged himself to be the individual who executed the forgoing instrument for the purposes therein contained.

In witness whereof I hereto set my hand and official seal.

Notary Public/Justice of the Peace

Approved as to form, substance and execution by the Attorney General this 31 day of January, 2017.

By: 

Brian Buonamano, Assistant Attorney General

I, Barbara Williams do hereby certify that:

1. I am the duly elected and qualified Secretary and the custodian of the books and records and seal of Williams Consulting, Inc., a corporation duly formed pursuant to the laws of the State of Florida.
2. The following is a true copy of a resolution adopted at a meeting of the Board of Directors of the Corporation, duly held in accordance with Florida law and the Bylaws of the above-named Corporation on March 16, 2016:

RESOLVED, that Frank DiPalma and William Williams are authorized individually to conduct business and bind this Corporation. The foregoing authority granted shall include, but shall not be limited to, the execution of Deeds, powers of attorney, transfers, assignments, contracts, obligations, certificates, and other instruments of whatever nature entered into by this Corporation.

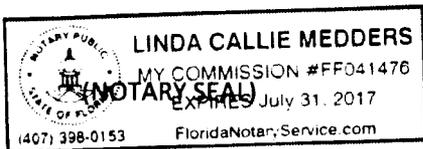
3. The foregoing resolution has not been amended or revoked and remains in full force and effect as of [Date Contract Signed] 1/17/17

IN WITNESS WHEREOF, I have executed my name as Secretary and have hereunto affixed the corporate seal of the above-named Corporation this 18, January of 2017.

Barbara Williams
(Signature of the Secretary of the Corporation)

STATE OF Florida
County of St. Johns

The foregoing instrument was acknowledged before me this 18 day of January, 2017 by Barbara Williams.
(Name of person signing above, Clerk of the Corporation)



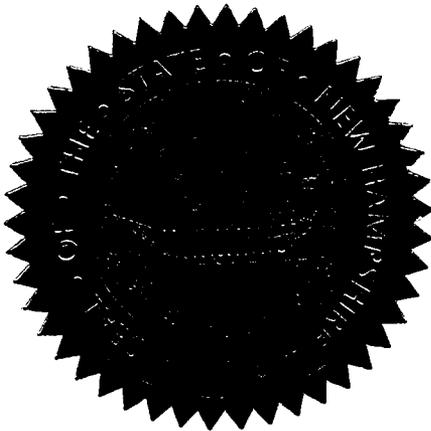
Linda Callie Medders
Notary Public / Justice of the Peace

Commission Expires: July 31, 2017

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 WILLIAMS CONSULTING, INC. a(n) Florida corporation, is authorized to transact business in New Hampshire and qualified on March 17, 2016. 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 19th day of May, A.D. 2016

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)
03/28/2016

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

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

PRODUCER Hiscox Inc 520 Madison Avenue 32nd Floor New York, NY 10022	CONTACT NAME: PHONE (A/C, No, Ext): (888) 202-3007	FAX (A/C, No):
	E-MAIL ADDRESS: contact@hiscox.com	
INSURED Williams Consulting, Inc. 450-106 State Road 13 N. #112 St. Johns FL 32259	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Hiscox Insurance Company Inc	NAIC # 10200
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

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
	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"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <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) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		<input type="checkbox"/> Y / <input type="checkbox"/> N / <input type="checkbox"/> A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability	Y		UDC-1720067-EO-16	03/23/2016	03/23/2017	Each Claim: \$ 1,000,000 Aggregate: \$ 1,000,000

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

CERTIFICATE HOLDER State of New Hampshire 21 S. Fruit Street Suite 10 Concord, NH 03301	CANCELLATION 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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Subject:

RFP 2015-003 Utility Engineering and/or Consulting Services

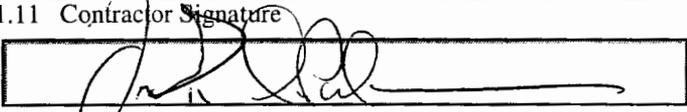
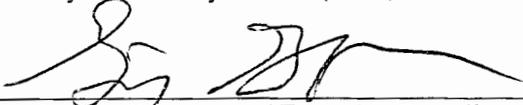
FORM NUMBER P-37 (version 1/09)

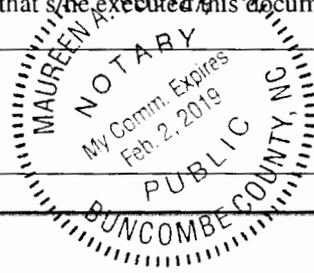
AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Public Utilities Commission		1.2 State Agency Address 21 S. Fruit Street, Suite 10	
1.3 Contractor Name Williams Consulting, Inc.		1.4 Contractor Address 450-106 State Road 13 N. #112, Saint Johns, FL 32259	
1.5 Contractor Phone Number (800) 379-6353	1.6 Account Number 52140000 / 500463	1.7 Completion Date December 31, 2016	1.8 Price Limitation \$100,000.00
1.9 Contracting Officer for State Agency Thomas C. Frantz		1.10 State Agency Telephone Number (603) 271-2431	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Frank DiPalma, Vice President	
1.13 Acknowledgement: State of <u>nc</u> , County of <u>Buncombe</u> On <u>4-11-16</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 Maureen A. Foster Notary Public			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Martin P. Honigberg, Chair	
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: 5/24/16			
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 JO
Date 4-11-15

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 JTD
Date 4-11-16

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

Williams Consulting, Inc. (hereinafter, "the Contractor") will provide utility engineering and/or technical consulting services from time to time and solely at the request of the Commission from date of contract approval through December 31, 2016. The Commission will assign and direct the Contractor's work as deemed appropriate.

A. Scope of Services

The Contractor will be expected to work on a broad range of energy and cost-of-capital related assignments. Among other things, projects assigned to the Contractor could include:

- Analysis and review of utility design or operations
- Analysis and development of alternative rate designs, including real-time and/or critical peak pricing
- Analysis and review of electric utility transmission systems
- Analysis and review of natural gas transmission and distribution systems
- Reliability assessment of distribution systems
- Analysis and review of outages and replacement energy procurement practices
- Advice on regional power and gas supply issues
- Power plant operations and power marketing
- Advice on natural gas interstate pipelines, storage and Federal Energy Regulatory Commission (FERC) proceedings
- Oversight of condemnation actions
- On-site and/or distributed generation
- Smart metering/smart grid

In addition to providing analysis and recommendations on the above issues, the Contractor may also be asked to provide the following:

- Analytical support in technical sessions, negotiations and settlements
- Review and comment on proposed rules
- Preparation and delivery of reports and testimony
- Participation in Commission and/or FERC hearings

B. Statements of Work – Project Schedules - Work Plans

For each project assignment, the Contractor shall conduct a project scoping meeting with the Commission. The purpose of scoping meetings is to review and refine the scope, task and project approach requirements; establish a project plan, with key deliverables and milestone dates; and establish project management and communication protocols to ensure that the information needs of both the Commission and the Contractor are satisfied. For each project assignment, the Contractor will submit a written quote, project schedule and work plan to the Commission for approval. Prior to commencing work for each assignment, the Commission

Contractor Initials
Date 4-11-16
Page 1 of 5

shall provide the Contractor with a Notice to Proceed. At no time may the Contractor commence any work without first obtaining a Notice to Proceed from the Commission. In the process of preparing each deliverable, the Contractor will work closely with staff in order facilitate effective knowledge transfer of each issue. At the conclusion of the work, the Contractor shall make available to the Commission summaries of significant work papers and source documents as requested.

Contractor Initials JK
Date 4-11-16
Page 2 of 5

EXHIBIT B

BUDGET, LIMITATION ON PRICE, AND PAYMENT

1. **Estimated Budget:** The Contractor will charge for professional consulting services for time involved and expenses incurred for an amount not to exceed \$100,000.00. Services will be provided as presented in Contractor's proposal dated October 30, 2015, in response to NHPUC RFP No. 2015-003, dated October 7, 2015, and at the following hourly rates:

*The asterisked names below are those of subcontractors whom the Contractor is permitted to utilize as needed.

Labor Category	Name	Labor Rate (Fully Loaded) (\$/hr)
Williams Consulting Inc.		
Project Manager	Bill Williams	\$230.00
Responsible Officer	Frank DiPalma	\$230.00
Lead Consultant	Michael J. McGarry* Sr. Blue Ridge Consulting Services, Inc.	\$210.00
Lead Consultant	Donna H. Mullinax* Blue Ridge Consulting Services, Inc.	\$210.00
Senior Consultant	Wah Sing Ng* NG Planning LLC	\$185.00
Senior Consultant	Edward McGee* McGee Consulting	\$185.00
Senior Consultant	Robert Siegel* Energy and Environmental Integrators	\$185.00
Consultant	Ron Tomlin	\$175.00

When assigned a specific project, the Contractor will provide a detailed budget and project schedule, which will be refined by collaborating with the Commission. Work will

Contractor Initials
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Page 3 of 5

be invoiced based on hourly billing rates, which include all costs except for travel. Reimbursement of travel expenses is at cost with no mark-up.

2. **Price Limitation**: The contract shall not exceed \$100,000.00.
3. **Method of Payment**: Payment to be made on completion of the assigned work on the basis of monthly invoices. All invoices shall be supported by a summary of activities that have taken place in accordance with the terms of the contract, along with a detailed listing of expenses incurred and copies of receipts. Invoices will provide adequate back-up including the dates and hours worked per individual during the month and the service provided during those hours. Invoices will be submitted to: Business Office, New Hampshire Public Utilities Commission, 21 South Fruit Street, Suite 10, Concord, New Hampshire 03301-2429.

Payments hereunder are contingent upon the availability of funds assessed pursuant to RSA 365:37, II. The Commission will assess the costs of the contract to the appropriate party(ies) and upon payment of the assessment, will process payment to the Contractor. General Funds will not be requested to support this contract.

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Date 4-11-16
Page 4 of 5

EXHIBIT C

SPECIAL PROVISIONS

1. In conformity with Paragraph 12 of the General Provisions, the State hereby authorizes Contractor to utilize the subcontractors listed in Exhibit B at the rates listed in Exhibit B, at the Contractor's expense, and the State will reimburse the Contractor for the cost of his subcontractor's services. The State will not pay subcontractors directly for their services to the Contractor. The amount to be paid to Contractor, including the amounts paid for services provided to Contractor by permitted subcontractors shall not exceed \$100,000.00.

2. In conformity with Paragraph 14, Insurance, of the General Provisions Agreement, the State hereby authorizes Contractor to substitute professional liability insurance for all of the per occurrence comprehensive general liability insurance coverage.

^
IN the AMOUNT of \$1,000,00
JTO

Contractor Initials JTO
Date 4-11-16
Page 5 of 5

I, Barbara Williams do hereby certify that:

1. I am the duly elected and qualified Secretary and the custodian of the books and records and seal of Williams Consulting, Inc., a corporation duly formed pursuant to the laws of the State of Florida.

2. The following is a true copy of a resolution adopted at a meeting of the Board of Directors of the Corporation, duly held in accordance with Florida law and the Bylaws of the above-named Corporation on March 16, 2016:

RESOLVED, that Frank DiPalma and William Williams are authorized individually to conduct business and bind this Corporation. The foregoing authority granted shall include, but shall not be limited to, the execution of Deeds, powers of attorney, transfers, assignments, contracts, obligations, certificates, and other instruments of whatever nature entered into by this Corporation.

3. The foregoing resolution has not been amended or revoked and remains in full force and effect as of [Date Contract Signed] 4/11/16

IN WITNESS WHEREOF, I have executed my name as Secretary and have hereunto affixed the corporate seal of the above-named Corporation this 16, March of 2016.

Barbara Williams
(Signature of the Secretary of the Corporation)

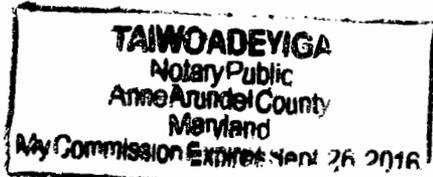
STATE OF MARYLAND
County of ANNE ARUNDEL

The foregoing instrument was acknowledged before me this 11TH day of APRIL, 2016, by BARBARA O WILLIAMS.
(Name of person signing above, Clerk of the Corporation)

(NOTARY SEAL)

[Signature]
Notary Public / Justice of the Peace

Commission Expires: sept 26, 2016



State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that WILLIAMS CONSULTING, INC. a(n) Florida corporation, is authorized to transact business in New Hampshire and qualified on March 17, 2016. 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 19th day of May, A.D. 2016

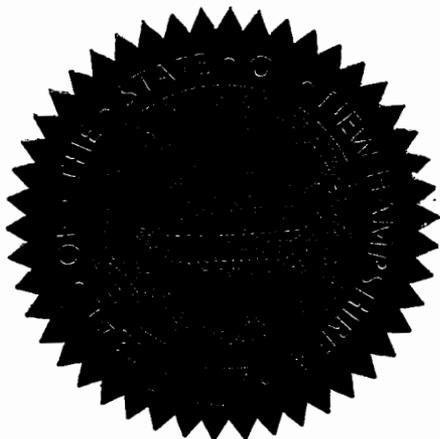
A handwritten signature in black ink, appearing to read "Wm Gardner".

William M. Gardner
Secretary of State

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 WILLIAMS CONSULTING, INC. a(n) Florida corporation, is authorized to transact business in New Hampshire and qualified on March 17, 2016. 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 19th day of May, A.D. 2016

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)

03/28/2016

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

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

PRODUCER Hiscox Inc 520 Madison Avenue 32nd Floor New York, NY 10022	CONTACT NAME: PHONE (A/C, No., Ext): (888) 202-3007		FAX (A/C, No):	
	E-MAIL ADDRESS: contact@hiscox.com			
INSURED Williams Consulting, Inc. 450-106 State Road 13 N. #112 St. Johns FL 32259	INSURER(S) AFFORDING COVERAGE		NAIC #	
	INSURER A: Hiscox Insurance Company Inc		10200	
	INSURER B:			
	INSURER C:			
	INSURER D:			
	INSURER E:			
INSURER F:				

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
	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"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/POP AGG \$ \$
	AUTOMOBILE LIABILITY <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) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> N/A					<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability		Y	UDC-1720067-EO-16	03/23/2016	03/23/2017	Each Claim: \$ 1,000,000 Aggregate: \$ 1,000,000

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

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CERTIFICATE HOLDER State of New Hampshire 21 S. Fruit Street Suite 10 Concord, NH 03301	CANCELLATION 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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