



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

**Thomas S. Burack, Commissioner**

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

September 19, 2012

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

REQUESTED ACTION

Authorize the Department of Environmental Services (DES) to enter into an agreement with W. F. Richards & Son, Inc. (VC #154424), Meredith, New Hampshire in the amount of \$156,600.00 for as-needed earthwork repair services for Winnepesaukee River Basin Program (WRBP) infrastructure, effective upon Governor and Council approval through June 30, 2015. 100% WRBP Funds.

Funding is available in account as follows, with the authority to adjust encumbrances in each of the state fiscal years through the Budget Office if needed and justified. Funding for fiscal years 2014-2015 is contingent upon continuing appropriations and availability of funds.

	<u>FY 13</u>	<u>FY14</u>	<u>FY15</u>
03-44-44-442010-1300-048-500226	\$50,400	\$52,200	\$54,000
Dept Environmental Services, Winnepesaukee River Basin, Contract Repairs			

EXPLANATION

This contract involves the provision for as-needed or emergency earthwork repair services to maintain various components of the WRBP infrastructure located in the Lakes Region. The WRBP owns and operates wastewater collection and treatment services for 10 communities that receive the benefit of the services. The WRBP periodically requires miscellaneous earthwork repair services on an as-needed basis or emergency contingency basis. The proposed work may involve repairs to roadways, culverts, swales, force mains, gravity sewers which range in size from 8-60 inches, etc.

In the past, the WRBP has required the services of contractors to repair a wash-out of a culvert that threatened the main interceptor line to the Franklin Wastewater Treatment Facility, to repair a wash-out of the interceptor due to a blocked drainage structure in Tilton, to repair a sinkhole over the interceptor in Meredith, and to perform drainage ditch maintenance in several WRBP communities. Having a contract for as-needed earthwork services would expedite such necessary repairs and reduce the need for retroactive requests for payment of such services. Earthwork repairs to drainage structures are generally performed during the late summer and fall months during dry weather and in preparation of the following year's snow melt and early rain events. In the last year, two earthwork repairs have been postponed due to the as-required earthwork repair contract funds being insufficient due to a prior, single event. These two projects are a priority and are typical of the on-going repairs necessary to maintain the

[www.des.nh.gov](http://www.des.nh.gov)

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

Page 2

collection system infrastructure. Therefore, contingency funding for three events per year is included in this agreement.

A Request for Quote (RFQ) was prepared and seven (7) area contractors that were known to provide the needed services were contacted and provided with the RFQ. The RFQ was also advertised on the NH Department of Administrative Services Purchase and Property website and in a local newspaper, The Citizen of Laconia. Three contractors responded to the RFQ by submitting timely quotes, including two which responded to the advertisement. The three responses were then reviewed and the low bidder selected based upon the menu of services delineated in Exhibit B. The results are as follows:

<u>Name</u>	<u>Results</u>
W.F. Richards & Son, Inc. Meredith, NH	\$156,600.00
DBU Construction Epsom, NH	\$169,650.00
R.H. White Auburn, MA	\$181,508.40
Ambrose Bros Inc. Meredith, NH	No response
James S. Piscopo G.C., Inc. Winnisquam, NH	No response
John H. Lyman & Sons, Inc. Gilford, NH	No response
R. D. Edmunds & Sons Franklin, NH	No response
R. Garth Dubois Excavation Franklin, NH	No response
R. M. Piper, Inc. Plymouth, NH	No response

As a result of the bids, we wish to award the contract to W. F. Richards & Son, Inc. Since the actual need for earthwork services each year cannot be definitively forecast and in recognition of the need to perform the deferred work as expeditiously as possible, the contract price limitation of \$156,600.00 is based upon the sum of three typical events per fiscal year requiring as-needed earthwork services over the term of the contract as noted in Exhibit B.

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

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

We respectfully request your approval.

  
Thomas S. Burack, Commissioner

Subject: As-needed or Emergency Earthwork Repair 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 <span style="border: 1px solid black; padding: 2px;">Department of Environmental Services</span>		1.2 State Agency Address <span style="border: 1px solid black; padding: 2px;">29 Hazen Drive, Concord, New Hampshire 03302</span>	
1.3 Contractor Name <span style="border: 1px solid black; padding: 2px;">W.F. Richards &amp; Son, Inc.</span>		1.4 Contractor Address <span style="border: 1px solid black; padding: 2px;">PO Box 728, Parade Road, Meredith, NH 03253</span>	
1.5 Contractor Phone Number <span style="border: 1px solid black; padding: 2px;">(603) 279-4314</span>	1.6 Account Number <span style="border: 1px solid black; padding: 2px;"></span>	1.7 Completion Date <span style="border: 1px solid black; padding: 2px;">June 30, 2015</span>	1.8 Price Limitation <span style="border: 1px solid black; padding: 2px;">\$156,600.00</span>
1.9 Contracting Officer for State Agency <span style="border: 1px solid black; padding: 2px;">Thomas S. Burack, Commissioner</span>		1.10 State Agency Telephone Number <span style="border: 1px solid black; padding: 2px;">603-271-3503</span>	
1.11 Contractor Signature <span style="border: 1px solid black; padding: 2px;"><i>W.F. Richards Jr</i></span>		1.12 Name and Title of Contractor Signatory <span style="border: 1px solid black; padding: 2px;"><i>W.F. Richards Jr - President</i></span>	
1.13 Acknowledgement: State of <span style="border: 1px solid black; padding: 2px;">N.H.</span> , County of <span style="border: 1px solid black; padding: 2px;">BELKNAP</span> On <span style="border: 1px solid black; padding: 2px;">9-5-12</span> , 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 <span style="border: 1px solid black; padding: 2px;">[Seal] <i>Mary Helen Cormier</i></span>		<b>MARY HELEN CORMIER</b> Notary Public - New Hampshire My Commission Expires June 25, 2013	
1.13.2 Name and Title of Notary or Justice of the Peace <span style="border: 1px solid black; padding: 2px;"><i>Mary Helen Cormier Secretary</i></span>			
1.14 State Agency Signature <span style="border: 1px solid black; padding: 2px;"><i>Vicki P. Quira Jr</i></span>		1.15 Name and Title of State Agency Signatory <span style="border: 1px solid black; padding: 2px;">Thomas S. Burack, Commissioner</span>	
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: <span style="border: 1px solid black; padding: 2px;"><i>[Signature]</i></span> On: <span style="border: 1px solid black; padding: 2px;">10-4-12</span>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

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

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

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

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

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

**7. PERSONNEL.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**14. INSURANCE.**

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

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

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

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

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

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 THE SERVICES**

### **SCOPE OF WORK**

The WRBP requests proposals from qualified firms to enter into a contract with the Department to provide earthwork repair services on an as-needed or emergency basis. The WRBP owns and operates wastewater collection and treatment services for 10 Lakes Region communities. The proposed work may involve repairs to roadways, culverts, swales, force mains, gravity interceptor sewers which range in size from 8-60 inches, etc. There may also be projects for which services may be required relating to other existing buildings and structures within the WRBP system. Below is a listing of typical assignments that may be performed under the contract.

- Repair or replacement of a failed culvert crossing in WRBP owned or maintained road or right-of-way.
- Inspection and repair of a blocked or failed section of sewer line or force main under the control of the WRBP program.
- Repair to a section of interceptor or associated appurtenances that is threatened with failure due to erosion of a slope or filled area in a WRBP right of way.

It is envisioned that each work project to be performed under this contract will involve an effort of less than 40 hours.

### **FULFILLMENT OF CONTRACT SERVICES**

Prior to beginning work on any project under this proposed contract, the project's scope will be discussed with the contractor, and the contractor will provide a written estimate of the amount of effort (hours, materials, and cost) that will be required for its completion. If acceptable, the contractor will then be authorized by the WRBP to proceed with work on that project. In the event of an emergency, the WRBP may waive the requirement for a written estimate and may authorize work to proceed based upon a verbal estimate from the contractor. The work will commence on a mutually agreed date, and the Contractor shall work according to the agreed schedule and scope until the work is completed.

The WRBP will provide the contractor with record drawings (for existing structures) or other available information as may be needed and is available. If requested by the contractor, WRBP staff will escort the contractor to the site of the repair/replacement work.

If the design or specifications of needed repairs or modifications are beyond the scope of the contractor's capabilities, the contractor shall not subcontract such work without the explicit approval of the WRBP. WRBP reserves the right to enter into a design/build agreement with the contractor or another firm, as necessary.

The WRBP will be billed for these services on a time and expense basis using the hourly billing rates for the staff and equipment costs such as "backhoe/operator", "laborer", etc. that are stipulated in the contract, plus travel, materials, and other billable expenses. The contractor shall keep the WRBP informed of progress, including whether the cost estimate is likely to be exceeded. The contractor shall not exceed the estimated

cost without authorization from the WRBP. The contractor shall not exceed the contract price limitation for each year.

### **CONTRACTOR RESPONSIBILITIES**

The Contractor shall provide 24/7 emergency service within 8 hours of being notified of a problem. The Contractor shall provide non-emergency services within the response time presented in Exhibit B, unless a different time schedule is authorized by the WRBP. If the Contractor does not or cannot respond within the required timeframes, the State may choose to contact an alternate provider to complete the necessary work.

The Contractor shall provide all labor, materials, services, tools, equipment, transportation, and facilities to complete the scope of work. Contractor shall coordinate with other agencies or parties as may be required to complete the project. The work shall commence on a mutually agreed date and the Contractor shall work successive days until the work is completed.

It shall be the sole responsibility of the Contractor to comply with all local, state and federal rules and regulations in the commission of the work requested by this specification.

The WRBP reserves the right to require the Contractor to train, counsel or reassign any employee whose actions or appearance are not consistent with the standards of the WRBP. Upon request, the Contractor shall meet with the State either in person or via telephone conference call regarding corrective actions and trouble resolution.

The Contractor shall present, after each emergency event and/or as-needed repair and before leaving the job site, a written summary of the work performed and obtain the State's signature thereon. This summary report shall contain enough detail to confirm the scope of work completed so as to be able to verify the submitted time and materials invoice for the work. Payment for services under this Agreement will be made based upon submission of invoices conforming to the WRBP-approved summary report for the services.

### **STATE RESPONSIBILITIES**

The State shall provide reasonable means of access to the infrastructure covered by this agreement and shall promptly notify the Contractor of any impediment that comes to the State's attention.

The State shall secure any permits required for the work, unless mutually agreed that the Contractor shall obtain such permits. Contractor's costs for obtaining permits shall be based upon the hourly rate for a foreman/supervisor and the cost plus contractor markup for Other Supplies or Services or as otherwise specifically indicated on Exhibit B.

Information contained in the State's Request for Quotation dated July 16, 2012 is hereby included in Exhibit A by reference.

**EXHIBIT B  
COST PROPOSAL AND TERMS OF PAYMENT**

	<u>FY2013</u>	<u>FY2014</u>	<u>FY2015</u>
<b>1) Staff &amp; Equipment Cost (Hourly Rates):</b>			
Excavator w/ Operator (1.2 cy min.)	\$ 100.00	\$ 105.00	\$ 110.00
Dump Truck w/ Driver (8 cy min.)	\$ 80.00	\$ 82.50	\$ 85.00
Loader w/ Operator (1.5 cy min.)	\$ 80.00	\$ 82.50	\$ 85.00
Laborer	\$ 45.00	\$ 50.00	\$ 55.00
Foreman or Supervisor	\$ _____	\$ _____	\$ _____
<b>Please include alternative sizes and types of equipment</b>			
Other (specify those with hourly rates)			
Excavator w/ operator                      2.2yd	\$ 135.00	\$ 135.00	\$ 140.00
Dozer	\$ 80.00	\$ 80.00	\$ 85.00
Compactor, roller	\$ 50.00	\$ 50.00	\$ 55.00
Compactor, vibration	\$ 15.00	\$ 15.00	\$ 15.00
4wheel rubber tired backhoe	\$ _____	\$ _____	\$ _____
excavator, rubber tired	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____
<b>2) Other Equipment Costs (specify hourly or daily rates):</b>			
Trench box (hourly rate)                      6x20 trenchbox	\$ 20.00	\$ 20.00	\$ 20.00
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____
_____	\$ _____	\$ _____	\$ _____
<b>3) Materials &amp; Services (Enter % markup over cost):</b>			
Sand and Gravel, per cubic yard	15%	15%	15%
Riprap stone, per cubic yard	15%	15%	15%
Pipe & Fittings	15%	15%	15%
<b>Please include other materials and services (Enter % markup over cost):</b>			
Other materials (specify): _____	15%	15%	15%
Other materials (specify): _____	\$ _____	\$ _____	\$ _____
Other materials (specify): _____	\$ _____	\$ _____	\$ _____
Other materials (specify): _____	\$ _____	\$ _____	\$ _____
<b>4) Equipment Haul/Mob/Demob/Travel</b>			
Travel Costs (Per mile charge):	\$ _____	\$ _____	\$ _____
Equipment Haul, if not included in 1) above	\$ _____	\$ _____	\$ _____
Mobilization/Demobilization, if not included in 1) above	\$ _____	\$ _____	\$ _____
<b>5) Other Supplies (Enter % markup over cost):</b>			
For all supplies (% markup, if any)	15%	15%	15%
<b>Cost per Event/FY (see Note 1):</b>	\$ 16,800.00	\$ 17,400.00	\$ 18,000.00
<b>Cost per 3 Events/FY (See Note 1):</b>	\$ 50,400.00	\$ 52,200.00	\$ 54,000.00
<b>Total Contract Price Limitation (See Note 1):</b>	\$ 156,600.00		
<b>6) Response Timeframe (calendar days)</b>	<b>2</b>		

W.F. Richards & Son, Inc.  
Company Name

**EXHIBIT B**  
**COST PROPOSAL AND TERMS OF PAYMENT**  
Continued

**Notes:**

(1) The low bidder is selected is based on bidding of a menu of services consisting of three (3) Events requiring as-needed or emergency services. Three service events occurring in FY 2013, three in FY2014, and three in FY2015 based on each service Event including the following:

- a) staff and equipment (one each of excavator w/operator, dump truck w/driver, loader w/operator and one laborer) for forty (40) hours of time,
- b) \$1,000 sand and gravel cost to contractor plus contractor's quoted markup for materials
- c) \$2,000 cost to contractor plus quoted markup for pipe and other materials.
- d) 100 miles total travel cost and mobilization of the three pieces of equipment indicated above, and
- e) \$1,000 other supplies cost to contractor plus contractor's quoted markup.

(2) The contract price limitation is based upon the sum of three (3) events requiring as-needed or emergency services per fiscal year over the contract period as calculated in the basis of award above. Contract time period is from Governor and Counsel approval through June 30, 2015.

(3) Contractor to be paid within thirty (30) days of submission of invoice at satisfactory completion of work. Approval of this contract does not authorize any expenditure over the price limitation.

(4) State FY2013 ends June 30, 2013. Although this first fiscal year of the contract will be less than 12 months, the price limitation calculations using three possible events will be used since earthwork projects have already been identified for completion during that time period. State FY2014 starts July 1, 2013 and ends June 30, 2014. State FY2015 starts July 1, 2014 and ends June 30, 2015.

**EXHIBIT “C”  
SPECIAL PROVISIONS**

Delete P-37 Agreement item 14.1.1 which reads: “comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence;”

Replace P-37 Agreement item 14.1.1 with the following: “comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence or in amounts of no less \$1,000,000 per occurrence and no less than \$1,000,000 excess/umbrella liability insurance”.

## CORPORATE RESOLUTION

I, Mary Helen Cormier, hereby certify that I am the duly elected and acting Secretary of W. F. Richards & Son, Inc., a New Hampshire corporation, and that by unanimous written consent by the Board of Directors of W. F. Richards & Son, Inc. pursuant to New Hampshire RSA 293-A, dated 5 September 2012 resolutions, of which the following are true copies, were unanimously adopted:

RESOLVED, that William F. Richards, Jr., President of the corporation, be authorized, empowered and directed to execute, on behalf of the corporation, a contract dated 5 September 2012 with the Water Division, Department of Environmental Services of the State of New Hampshire for the As-needed and/or Emergency Earthwork Repair Services.

RESOLVED, that the Secretary of the corporation, Mary Helen Cormier, be authorized, empowered and directed to sign, and to seal with the corporate seal, a Certificate of the foregoing action.

I further certify that William F. Richards, Jr. is the duly elected President of W. F. Richards & Son, Inc. and has accepted said office, and is acting therein.

I further certify that the foregoing resolutions remain in full force and effect.

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the corporation this 5th day of September 2012.

  
\_\_\_\_\_  
Mary Helen Cormier  
Secretary Seal

# 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 W. F. RICHARDS & SON, INC. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on March 4, 1965. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 8<sup>th</sup> day of August, A.D. 2012

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

William M. Gardner  
Secretary of State

