

County of Sullivan, NH

Type of meeting: Board of Commissioners Special Emergency Meeting Per RSA 91-A:II.e - Possible Litigation Issue

Date/Time: Thursday, July, 19, 2012, 4:30 PM

Place: Newport, NH - Remington Woodhull County Complex, County Administration Building, 1st Floor Commissioners Conference Room

Attendees: Commissioners Bennie Nelson - Chair, Jeffrey Barrette - Vice Chair (Barrette attended through speaker telephone conferencing) and John M. Callum Jr. - Clerk, Greg Chanis - County Administrator, John Cressy - Facilities & Operations Director, Marc Hathaway - County Attorney, and Delegation Chair Beverly Rodeschin.

4:40 Meeting opened by Chair.

4:40 **Motion:** to go into Executive Session per RSA 91-A:3.II.e. - consideration or negotiation of pending claims or litigation which has been threatened in writing or filed against the body or agency or any subdivision thereof, or against any member thereof because of his or her membership in such body or agency, until the claim or litigation has been fully adjudicated or otherwise settled. **Made by:** Callum Jr. **Seconded by:** Barrette. **Roll call vote:** All in favor. Those invited into Executive Session include all listed in the above "Attendees" section.

County Administrator Chanis briefed the Commissioners on letter received from Hinckley Allen and Snyder (HAS) on behalf of JCN Construction about their concerns related to the bidding process on the Biomass project. The following documents were provided to the Commissioners:

- Letter from HAS dated July 16, 2012 [Appendix A.1-3],
- Woodard & Curran Inc. Design Build RFP-Unity Complex Biomass Project Bid Form [Appendix B.1-4],
- Pages 34-35 of Woodard & Curran's proposal [Appendix C.1-2],
- Pages 1-3 of original Request for Proposals for biomass project [Appendix D.1-3],
- Sullivan County Attorney letter to HAS dated July 17, 2012 [Appendix E.1-2]

County Attorney Marc Hathaway briefed the Commissioners on his research regarding the issues and on his conversations with Attorney Ciotti from HAS as well as the likelihood of legal action being taken against the County on this matter. Mr. Hathaway and Mr. Chanis then briefed the Commissioners on conversations with Attorney Matt Johnson from the law firm of Devine Millimet (DM) and Mr. Chanis asked the board for authorization to sign an engagement letter with DM and to direct and authorize work conducted on the Counties behalf by DM.

5:26 **Motion:** to authorize the County Administrator to sign an engagement letter with DM and to direct their work on the County's behalf. **Made by:** Barrette. **Seconded by:** Callum Jr. **Voice vote taken:** motion passed unanimously in favor.

5:27 **Motion: to come out of Executive Session. Made by: Barrette. Seconded by: Callum Jr. Voice vote: motion passed unanimously in favor.**

5:28 **Motion: to adjourn meeting. Made by: Barrette. Seconded by: Callum Jr. Voice vote: motion passed unanimously in favor.**

Respectfully submitted,



*John M. Callum Jr., Clerk
Board of Commissioners*

JMC/gc

Date minutes approved and kept sealed: July 24, 2012 meeting

Date minutes unsealed: 10/31/12

Ronald D. Ciotti
rciotti@haslaw.com
Direct: (603) 545-6142

July 16, 2012

VIA EMAIL (manager@sullivancountynh.gov) and FIRST-CLASS MAIL

Greg Chanis, County Administrator
Sullivan County
14 Main Street, Suite 1
Newport, NH 03773

Re: BioMass Project Serving Sullivan County Unity Complex

Dear Mr. Chanis:

I represent J.C.N. Construction Co., Inc. ("JCN"), relating to its bid pursuant to Sullivan County's Request for Proposal ("RFP") on the BioMass project serving the Sullivan County Unity Complex (the "Project"). As you know, JCN and Woodard & Curran ("Woodard"), along with others, submitted bids for this project to be selected and awarded by Sullivan County.

It has come to my attention that despite the fact that Woodard's bid failed to comply with the RFP, RFP instructions, and listed Scope of Work (collectively, the RFP documents) by omitting Alternates 1 and 4, Sullivan County intends to award the contract to Woodard (by letter received by JCN on July 12, 2012). For the reasons described below, the County's decision to award the Project to Woodard violates New Hampshire statutory and common law, and as such, should be retracted.

The JCN and Woodard Bids

As previously stated, JCN and Woodard both submitted bids for this Project. It is undisputed that JCN's bid fully-complied with the RFP documents. In contrast, Woodard's bid did not comply with the RFP, and therefore, should not have been considered a responsive bid. The third paragraph to the RFP, entitled "Instructions", specifically states, "bids are to include the base project **plus four alternate bids.**" The scope of work for each alternate is set forth in the Scope of the Work (Alternate 1's scope of work being clearly laid out in paragraph 4 of the Scope of Work, entitled Description of Biomass Boiler System – evidencing its importance to the overall project). However, in face of the clear and unambiguous language of the RFP's

instructions, Woodard submitted a bid which did not provide bids for Alternate 1 or Alternate 4. Thus, Woodard's bid was not in compliance with the RFP documents and should not have been considered for award.

I understand that after the bids were opened, Sullivan County attempted to make Woodard's bid compliant by stating that the County was going to self-perform Alternate 4 and by having the County's selected engineer, Tom Wilson, revise the scope of Alternate 1. The County also earlier requested certain bidders to bring new bids on the new revised scope of Alternate 1 to a meeting. This procedure acted as a way for Woodard, who had previously not bid Alternate 1, to now attempt to become compliant by providing a bid well after the bids were open.

The County, after opening the bids, cannot make a non-compliant bidder's bid compliant by either removing part of the scope for which a bidder had not previously provided a required bid (ex. Alternate 4) or by changing the scope of an Alternate and allowing a bidder who had not previously provided a bid for that Alternate to essentially correct their non-compliant bid (ex. Alternate 1). This procedure is inappropriate and in direct violation of New Hampshire law. The County further violated New Hampshire statutory and common laws by utilizing an evaluation process inconsistent with that stated in the RFP, such as the level of detail of the requested proposals.

As a result of failing to provide bids on Alternate 1 and Alternate 4, Woodard's bid is non-responsive bid. Therefore, since JCN's bid was responsive and was the next lowest bid, it is clear that JCN submitted the lowest responsible bid for the project and, by law, should be awarded the contract.

New Hampshire Law Regarding Competitive Bidding

Competitive bidding for counties is governed by NH RSA 28:8 which states, "any purchase of equipment or materials made by a county in an amount exceeding \$5,000 shall be by competitive bidding..." Competitive bidding for county contracts serves "to invite competition, guard against favoritism, improvidence, extravagance, fraud and corruption, and ... secure the best work or supplies at the lowest prices practicable." Marbucco Corp. v. City of Manchester, 137 N.H. 629, 632 (1993) citing Gerard Construction Co., Inc. v. City of Manchester, 10 N.H. 391, 395 (1980). As part of the county's obligation to protect the public interest and to avoid weakening public confidence in government, it is required to treat all bidders fairly and equally. See Irwin Marine, Inc. v. Blizzard, Inc., 126 N.H. 271, 275 (1985). Thus, the County's failure to recognize Woodard's bid as non-responsive and its further action in attempting to make Woodard's non-compliant bid compliant, after opening the bids, is in direct violation of New Hampshire statutory and common law, and is against the public interest.

Greg Chanis, County Administrator
July 16, 2012
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HinckleyAllenSnyder LLP
ATTORNEYS AT LAW

Request for a Meeting to be Held on Wednesday, July 18, 2012

Sullivan County has violated the New Hampshire statutory law specifically addressing competitive bidding by New Hampshire counties and New Hampshire common law on public bidding in awarding the Project to Woodard. JCN respectfully requests that it be given the opportunity to meet with authorized Sullivan County representatives to address the above-listed issues. JCN is confident that if given the opportunity to review the bids with the County, it will become evident that JCN is the lowest responsive and responsible bidder and should be awarded the contract. JCN requests that such a meeting be held on Wednesday, July 18, 2012.

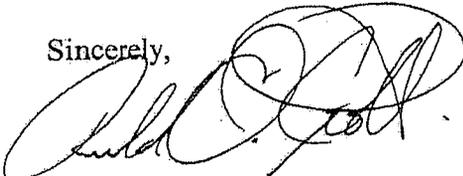
JCN also requests that Sullivan County refrain from entering into any contract with Woodard for the Project until there has been a full and fair opportunity to review the facts regarding the bids and a meeting on July 18, 2012 with JCN has been held.

If Sullivan County is unwilling to meet with JCN on Wednesday, July 18, 2012, or if the County otherwise elects to enter into a contract with Woodard, JCN will pursue any and all available legal means, including but not limited to injunctive relief, by which to protect its rights and the public interest which by copy of this letter requests a copy of Woodard's bid documents, including but not limited to, its price proposal, bid, bond, technical proposal as well as any and all pre-bid and post bid correspondence between the County, its consulting engineer and Woodard.

Please respond no later than noon on Tuesday, July 17, 2012, as to whether Sullivan County is willing to meet on Wednesday regarding this matter.

Thank you for your prompt attention to this matter.

Sincerely,



Ronald D. Ciotti
RDC/gmg

cc: Steve Bennett
#50814649

Attachment A - BID FORM - STIPULATED SUM (Design Build Contract)

1.1 BID INFORMATION

- A. Bidder: Woodard & Curran, Inc.
- B. Project Name: Sullivan County, NH, Unity Complex Biomass Project
- C. Project Location: 5 Nursing Home Drive, Unity, NH.
- D. Owner: Sullivan County, NH

1.2 CERTIFICATIONS AND BASE BID

- A. Base Bid, Single-Prime Design Build Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Project scope of work, and all subsequent Addenda, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete design and construction of the above-named project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum of:

1. Two Million Seven Hundred Twenty Seven Thousand Nine Dollars (\$ 2,727,948.00).
Hundred Forty Eight and 00/100

- B. Values assigned to major components of base bid including materials and installation for a complete and functioning system:

1. Biomass Combustion System -----	\$ <u>786,738.00</u>
2. Boiler Housing and Chip Storage Building -----	\$ <u>1,139,666.00</u>
3. Backpressure Steam Turbine/Generator -----	\$ <u>248,765.00</u>
4. Steam and Condensate Piping and Building Interconnection -----	\$ <u>552,779.00</u>

1.3 BID GUARANTEE

- A. The undersigned Bidder agrees to execute a contract for this Work in the above amount and to furnish surety as specified within 10 days after a written Notice of Award, and provided failure to do so agrees to forfeit to Owner the attached cash, cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, in the following amount constituting five percent (5%) of the Base Bid amount above, provided that the Notice of Award is within 60 days of bid deadline:

1. One Hundred Thirty Six Thousand Three Hundred Dollars (\$ 136,397.40).
Ninety Seven and 40/100

- B. In the event Owner does not offer Notice of Award within the time limits stated above, Owner will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or bid bond.
- C. The undersigned Bidder proposes the amount below be added to or deducted from the Base Bid if particular alternates are accepted by Owner. Amounts listed for each alternate include costs of related design, coordination, modification, or adjustment.
- D. If the alternate does not affect the Contract Sum, the Bidder shall indicate "NO CHANGE."
- E. The Bidder shall be responsible for determining from the Contract Documents the effects of each alternate on the Contract Time and the Contract Sum.
- F. Owner reserves the right to accept or reject any alternate, in any order, and to award or amend the Contract accordingly within 60 days of the Notice of Award unless otherwise indicated in the Contract Documents.
- G. Acceptance or non-acceptance of any alternates by the Owner shall have no effect on the Contract Time unless the "Schedule of Alternates" Article below provides a formatted space for the adjustment of the Contract Time.

1.4 SCHEDULE OF ALTERNATES

- A. **Alternate No. 1 - Installation of Clever Brooks Boiler in Biomass Plant:**
 - 1. ADD ___ DEDUCT ___ NO CHANGE ___ NOT APPLICABLE X.
 - 2. _____ Dollars (\$ _____).
- B. **Alternate No. 2 - Interconnecting Nursing Home steam distribution system to kitchen and dining room air make-up units**
 - 1. ADD X DEDUCT ___ NO CHANGE ___ NOT APPLICABLE ___.
 - 2. Forty Eight Thousand One Hundred and 00/100 Dollars (\$ 48,100.00).
- C. **Alternate No. 3 - Connection of the Ahern Building to the biomass steam distribution system**
 - 1. ADD X DEDUCT ___ NO CHANGE ___ NOT APPLICABLE ___.
 - 2. Ninety One Thousand Nine Hundred Thirty and 00/100 Dollars (\$ 91,930.00).
- D. **Alternate No. 4 - Connection of the Carpentry Shop/Tractor Barn to the biomass steam distribution system**
 - 1. ADD ___ DEDUCT ___ NO CHANGE ___ NOT APPLICABLE X.
 - 2. _____ Dollars (\$ _____).

1.5 TIME OF COMPLETION

- A. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Owner, and shall fully complete the Work within 365 calendar days.

1.6 ACKNOWLEDGEMENT OF ADDENDA

- A. The undersigned Bidder acknowledges receipt of and use of the following Addenda in the preparation of this Bid:

- 1. Addendum No. 1, dated May 4, 2012.
- 2. Addendum No. 2, dated _____.
- 3. Addendum No. 3, dated _____.
- 4. Addendum No. 4, dated _____.

We acknowledge receipt of RFI #1 through #14.

DOCUMENT CONTINUES

1.7 SUBMISSION OF BID

Respectfully submitted this 22 day of JUNE, 2012

Submitted By: Woodard & Curran, Inc.
(Name of bidding firm or corporation)

Authorized Signature: *Michael J. Curato*
(Handwritten signature)

Signed By: Michael J. Curato
(Type or print name)

Title: Senior Vice President
(Owner/Partner/President/Vice President)

Witness By: *Lauri Rogers*
(Handwritten signature)

Attest: *Bruce Nicholson*
(Handwritten signature)

By: BRUCE NICHOLSON
(Type or print name)

Title: Corporate Secretary
(Corporate Secretary or Assistant Secretary)

Street Address: 41 Hutchins Drive

City, State, Zip: Portland, ME 04012

Phone: 207-774-2112

License No.: _____

Federal ID No.: 01-0363222

(Affix Corporate Seal Here)

END OF DOCUMENT 004113

Schedule

The Woodard & Curran Design/Build team can commence work immediately upon award of the project expected in early September 2012. We have the resources to begin the site geotechnical and engineering work with only a matter of days notice. We have drafted the preliminary schedule that identifies our ability to complete the project within the requested time frame of 365 days with an anticipated completion date of August 1, 2013. There is an adequate amount of float built into the project and opportunities to finish prior to the above date. Our plans are to begin permitting immediately, engineering once permits are well defined (not approved), and mobilize early for construction in early 2013 to do building tie-ins and inside work at the existing buildings. Site work and major construction will begin in early Spring, 2013. However, this is dependent on the award in September after concluding final contract negotiations and upon better understanding of the site permits. The initial award and permitting process are critical to maintaining the schedule and completing the project on time.

We have included a detailed proposed project schedule, which can be found at the end of this section of our proposal.

Schedule of Alternates

Alternate No. 1 – Installation of Clever Brooks Boiler in Biomass Plant

The Woodard & Curran Design/Build Team has elected not to address the proposed alternate. Our base project scope includes demolition and disposal of the existing decommissioned boiler 1 in the Nursing Home.

Due to the age of the boiler and its very low efficiency, our team feels there is no advantage in relocating this boiler to the new biomass boiler building. To address building heat, the new biomass boiler building will utilize propane space heaters in the boiler room area. These heaters will be connected to the existing Ahern building propane tank but should only require minimal operation in the winter as the biomass boiler system will contribute to building heat. These heaters are primarily for freeze protection if the biomass boiler is shut down for maintenance.

Alternate No. 2 – Interconnecting Nursing Home Steam Distribution System to Kitchen and Dining Room Air Make-up Units

The Woodard & Curran team feels that this is a great option for the project and provides additional steam load for the biomass boiler and use of green energy. Our team will install new steam coil heaters to the existing air make up units to the duct / unit upstream of the existing heating coils.

Our pricing includes the design, procurement, installation, and commissioning of these units.

Alternate No. 3 – Connection of the Ahern Building to the Biomass System

The Woodard & Curran team feels that this is also a very good option and solution for the facility to reduce propane / oil use.

Our team will design an interconnection to the Ahern building in the most cost effective and simple manner.

130 psig steam will be routed to the building underground. There will be a heat exchanger installed in the building where we will connect the existing boiler heating loop. The steam will heat the water and condensate returned back to the biomass building via a condensate return receiver and pump. The existing boiler hot water heating loop will be tied into the heat exchanger and circulated using the existing available or spare circulator pump and return connection. We will provide a new and separate thermostat to control the circulator and maintain heat on the hot water loop. This will continuously circulate hot water through the existing boiler and satisfy the temperature to minimize the use and operation of the burner.

Our pricing includes the design, procurement of equipment / materials, installation, and commissioning.

Alternate No. 4 – Connection to the Carpentry Shop / Tractor Barn to Biomass System

After evaluation of the thermal load and cost of the underground piping, the Woodard & Curran team feels the cost of this option outweighs the benefits. We are electing not to provide a solution or price for this option. The existing propane heaters are the best solution for this building.

Clarifications & Assumptions

- Price presented on the Bid Form (Section 1) represents present day dollars.
- Price excludes Sales and Use Tax.
- As directed in RFI #1 response, Davis Bacon wage rates have not been included in this proposal.
- All work will be performed during a normal Monday through Friday 8 AM to 5 PM (40) forty hour work week. No provisions have been made for overtime premiums.
- Price and schedule presented is dependent on project award and notice to proceed by the end of September, 2012 and successful completion of all required permits in a timely manner. Any delay in either item will modify the project schedule and price. Woodard & Curran is not liable or responsible for delays by State or Federal Agencies.
- If selected as the Design Builder, Woodard & Curran would request the opportunity to reach mutually agreeable terms as set forth in the proposed AIA A141 contract documents with respect to the standard of care, the indemnification and the limitation of liability provisions.
- Handling and removal of hazardous materials, such as asbestos, is excluded from our proposal; with the exception of the remediation to be performed at the tie-ins to the nursing home facility steam and condensate lines and the demolition of the existing boiler breaching.
- Base plan information utilized to develop schematic layout drawings is based on a 2005 New Hampshire office of GIS Aerial Photo, existing site plans provided by the Owner as part of the RFP material and site visits. The existing utilities and site features have not been confirmed and are assumed to exist and to be active as shown.
- Geotechnical analyses and environmental analyses of site soils and groundwater have not been conducted. Proposal assumes that existing ground conditions can support the new building, roadway structure, utilities, and other associated site improvements without the need of specialized earth preparation practices, soil enhancements, or other specialized technologies including but not limited



MAY 4, 2012
REQUEST FOR PROPOSALS

Design Build Biomass Project
The Sullivan County NH, Unity Complex

Notice to Bidders: Sullivan County, NH seeks proposals from qualified entities to provide Design/Build services for a biomass project to be completed at the Unity, New Hampshire Complex, Nursing Home Drive, Unity, NH. In this document the terms, "bidder" or "contractor" will refer to the design build contractor and the terms, "Owner" or "County" will refer to Sullivan County, NH Government

Project Description: The project scope includes complete design, permitting, construction, installation and commissioning of a 5.0 mmBtu/hr biomass district heating system with backpressure steam turbine/generator to serve the County's Unity, NH nursing home, office and prison complex. See ATTACHMENT – B, Scope of Work, for details of project.

Instructions: Bids are to include the Base Project plus 4 Alternate Bids. Submit three (3) paper copies and one (1) electronic copy of the Proposal in a sealed envelope marked "Unity, NH Biomass Proposal" to Mr. Greg Chanis, County Administrator, 14 Main Street, Newport, NH 03773. Along with the proposal include Attachment A – Bid Form, and bid bond. **Proposals should be submitted no later than 3:30 PM EDT, June 15, 2012.** Submissions that are incomplete or in any other form or received after the deadline may be rejected.

Requests for Information (RFIs): All questions concerning bidding procedures, clarifications of information provided, or project scope and specifications should be submitted in writing and delivered by email to, twilson@wilsonengineeringservices.com . RFIs and responses to RFIs will be placed on the Sullivan County website www.sullivancountynh.gov in a folder marked "Biomass Bid RFIs", for all bidders to view. Bidders are responsible for checking the website for any new information. Deadline for submitting RFI's is 5:00 PM EDT, June 8, 2012. All responses will be posted by 5:00 PM EDT, June 11, 2012.

Addendums: Any addendums issued concerning the project specifications or bidding procedures will be posted on the Sullivan County website www.sullivancountynh.gov in a folder marked "Biomass Addendums". No new addendum will be posted after June 11, 5:00 PM EDT.

Mandatory Site Visit and Walk Through: A mandatory site visit will be held on Tuesday, May 15, 2012 at 10:00 AM. Interested parties should assemble in the Ahern Building, 5 Nursing Home Drive, Unity, NH. Sullivan County, NH may choose to disqualify any bidder who does not attend.

Proposal Opening: Proposals will be publically opened at 3:45 PM EDT, June 15, 2012 at County offices, 14 Main Street, Newport, NH.

Award: The project will be formally awarded and announced publicly at a scheduled meeting of the Sullivan County Board of Commissioners. Formal notification of award will be provided to all providers of proposals by email immediately thereafter. Sullivan County reserves the right to reject any and all bids. Sullivan County will conduct negotiations with the provider and is not obligated to accept the lowest bid, but the bid that it deems in the County's best interest. Expected date of award is within 4 weeks after bid opening.

Time of Completion and Liquidated damages: Bidders shall begin the Work on receipt of the Notice to Proceed and shall complete the Work within 365 calendar days of Notice to Proceed. Work is subject to liquidated damages of \$750/day

Permits and fees: The Design-Builder shall secure and pay for building and other permits and governmental fees, licenses and inspections necessary for the proper execution and completion of the Work which are customarily secured after execution of the Design-Build Contract and which were legally required on the date the County accepted the Design-Builder's proposal. The exception to the above statement is that the Owner has contracted and commenced NHDES ARD-2 *Information Required for Permits for Fuel Burning Devices*.

Proposal Prices: Proposal prices are to remain firm and in effect for a period of sixty (60) days from the opening of the bids and may not be withdrawn after bid opening. All bids are to be submitted on Appendix - A, Bid Price Form, with base price including major components breakdown, and prices for all listed alternates.

Performance Clause: The bidder is to provide either bid bond or a certified check for 5% of the Base Project Bid total. If the bidder is not awarded the project or notified of award within 60 days of the bid opening, the bond or check will be returned. If the bidder is awarded the project a performance bond and payment of obligations bond for the full amount of the award must be secured within 10 days of notification of award and must be in effect before the contract is signed.

Insurance: The Design Build Contractor and any subcontractor employed on the project must provide proof of the insurances listed below, that are to remain in effect at all times during the life of the contract. The insurance documents must name Sullivan County, NH as co-insured and proof of insurance must be provided prior to signing of contract. The following insurances are required:

- **Workers Compensation Insurance:** Contractor shall carry Worker's Compensation Insurance as required by the State of New Hampshire.
- **Commercial General Liability Insurance:** Contractor shall maintain a broad form comprehensive insurance general liability insurance policy in an amount of not less than \$1,000,000 combined single limit per occurrence, \$2,000,000 aggregate.

- **Motor Vehicle Insurance:** The Contractor shall carry motor vehicle insurance to include bodily injury, property damage, uninsured motorist, and employer's non-ownership coverage in an amount of no less than \$1,000,000 combined single limit per occurrence.
- **Employer's liability:** \$1,000,000 per accident, injury or disease.
- **Professional liability:** \$1,000,000 per occurrence, \$2,000,000 aggregate.

Contract: The Design Builder will be expected to enter into a Design Build Contract. The financing through USDA-RD will require the contract to be AIA Document A141-2004 with deletions, and modifications based on Attachment C – *RD Instruction 1942-A, Guide 27, Attachment 6*. At the mandatory site visit and walk-through, a draft copy of the contract document will be available to bidders.

Bidder Qualifications: Bidders must be properly licensed under the laws of New Hampshire governing their respective trades and be able to obtain insurance and bonds required for the Work.

Warranties: Design Build Contractor is to provide a 1 year parts and labor warranty in the base bid for all equipment, material, workmanship, controls, and programming to begin upon project final completion and Owner acceptance. Any warranties provided by manufacturers over and above 1 year will transfer to the Owner upon Owner acceptance.

Included with this RFP are the following Attachments:

1. Attachment A – Bid Form
2. Attachment B – Scope of Work
 - a. Appendix I, Conceptual Site Plan
 - b. Appendix II, Conceptual Building Plan View
 - c. Appendix III, North Elevation View
 - d. Appendix IV, East Elevation View
3. Attachment C – *RD Instruction 1942-A, Guide 27, Attachment 6*

State of New Hampshire
Sullivan County Attorney

14 MAIN STREET
NEWPORT, NEW HAMPSHIRE 03773
603-863-7950
FAX 603-863-0015
EMAIL: CA3@SULLIVANCOUNTYNH.GOV

Marc B. Hathaway, Esq.
County Attorney

David S. Park, Esq.
Assistant County Attorney
Justin Hersh, Esq.
Assistant County Attorney

July 17, 2012

Ronald Ciotti, Esq.
HincklyAllenSnyder, LLP
11 South Main Street, Suite 400
Concord, NH 03301

Re: BioMass Project Bid Concerns

Dear Mr. Ciotti:

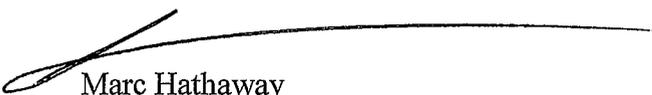
This letter is to confirm our conversation of earlier today. Sullivan County will be sending you copies of the Woodard proposal, bid, bond and the attached technical information. I have requested from Mr. Chanis copies of pre-bid (if any) and post bid correspondence between Sullivan County and Woodard and the consulting engineer and Woodard. Upon receipt and review of those documents, I will contact you regarding the County's position with respect to releasing those documents.

I thank you for agreeing to extend your deadline to allow the both sides to better assess our respective positions. While this assessment process is being done, Sullivan County will continue to work toward a contract with Woodard. In recognition of the extension of your deadline and the Sullivan County's need to review your concerns, we will refrain from entering into a contract with Woodard and will not take such action without

providing you with 48 hours advance notice. If, after reviewing this matter, a meeting is needed it appears that both Mr. Chanis and I are available the later part of next week.

If you have any questions please contact me.

Respectfully,



Marc Hathaway
Sullivan County Attorney

cc: Greg Chanis, Sullivan County Manager