

APPENDIX H

**New Hampshire Public Utilities Commission Request for
Proposal**

February 17, 2009

REQUEST FOR PROPOSALS

**NEW HAMPSHIRE PUBLIC UTILITIES COMMISSION
REQUEST FOR PROPOSALS FOR CONSULTING SERVICES
TO REVIEW EFFORTS OF NEW HAMPSHIRE UTILITIES FOLLOWING THE
DECEMBER 2008 ICE STORM**

To Prospective Bidder:

The New Hampshire Public Utilities Commission (Commission) is seeking proposals from qualified firms or individuals to provide consulting services to assess utility companies in the area of performance before and after the December 11-12, 2008 ice storm.

Pertinent dates and information:

1. Bidders may submit written inquiries about this RFP by e-mail: To: 2008StormRFP@puc.nh.gov, Subject line: 2008 Storm RFP Inquiry, no later than March 3, 2009. Inquiries and their responses will be posted on the Commission's website as they are received.
2. Proposals must be received by the Commission prior to 4:30 p.m. on March 9, 2009.
3. Submit proposals to:

ChristiAne G. Mason, Director of Administration
New Hampshire Public Utilities Commission
21 S. Fruit Street, Suite 10
Concord, NH 03301-2429
ChristiAne.Mason@puc.nh.gov

4. Follow-up conferences/interviews will be scheduled as needed.
5. An Evaluation Team consisting of Commission and/or other qualified personnel will be established to evaluate responses to this bid proposal.

I. BACKGROUND

The New Hampshire Public Utilities Commission is an administrative agency with executive, legislative and quasi-judicial powers. The Commission's prime responsibility is as an arbiter between the public utilities and their ratepayers. Proceedings in this regard address such areas as public utility rates, financing, terms and conditions of utility service, quality of service, safety and reliability, eminent domain matters, public utility exemptions from local zoning ordinances, public utility franchises, utility crossings of public lands and waters, wholesale relationships between utilities, rulemakings and consumer complaints.

II. SCOPE OF SERVICES

The Commission is seeking an independent consultant to review the efforts of each of New Hampshire's electric utility companies and two telephone companies with respect to preparation, response and restoration of service following the December 11-12, 2008 ice storm. The electric utilities being reviewed include three investor-owned utilities and one electric cooperative. To the extent that telephone customers were affected by the ice storm or by power outages, the review will also consider telecommunications preparedness and response to the storm. Effective preparation for prolonged emergencies such as a major storm, and efficient and timely outage response and restoration of service are critical to the provision of safe and reliable service. A thorough examination of a utility's management of its emergency planning, preparedness, outage response, and restoration operations is warranted to assess utility performance and identify opportunities for improvement.

The consultant's review is expected to focus, at a minimum, on the following areas:

1. Emergency Planning. A review of the adequacy of a company's overall emergency preparation and response planning, including content and adequacy of emergency plans, training on emergency plans, and plan activation thresholds.
2. Preparedness. A review of operating policies that allow the company to respond to large-scale outage emergencies, including:
 - a. Adequacy of overall resources (personnel, equipment and facilities, including those provided by third parties) available for emergency outages.
 - b. Procedures for obtaining assistance from other utilities, contractors, equipment providers and the ability to deploy and manage these additional resources.
 - c. Collection of data regarding outages and assessment of data accuracy, integrity and use.
 - d. Effectiveness of existing systems and procedures to determine the extent of damage, number of customer outages and development of specific estimates of service restoration.
 - e. Ability to respond to multiple and simultaneous large-scale outages occurring in different operating areas and procedures for prioritization of outage repairs.

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- f. Communication plans for customers, local officials, state agencies and the public before and during an emergency outage.
3. Storm Restoration Performance. A review of the utilities overall performance during the December 2008 ice storm including:
- a. Review of whether emergency procedures were appropriately activated and followed.
 - b. Effectiveness of managing and deploying overall resources in an optimal manner.
 - c. Effectiveness of procedures for obtaining assistance from other utilities and contractors and their management and deployment.
 - d. Effectiveness of data collection process for determining the extent of the outage, including number of customers affected and the development of accurate estimates of time for service restoration.
 - e. An assessment of all interruption reporting systems.
 - f. Effectiveness of reporting relationships established for storm restoration efforts and internal communications protocols.
 - g. Effectiveness of communications with customers, local officials, state agencies and the public, generally, including the ability to provide timely and accurate information.
4. System Planning, Design and Protection. A review of distribution and transmission procedures including:
- a. Each utility's planning, design, and construction practices with respect to distribution and transmission systems within New Hampshire as they relate to major storm events.
 - b. Assessment of the age and condition of distribution and transmission facilities and determination of any relevant contributing factors to outages that occurred.
 - c. Compilation and review of background and reports of known national studies that relate to cost-benefit analyses of underground construction of distribution circuits versus overhead circuits that may be relevant to New Hampshire distribution systems.
5. Operations and Maintenance. A review of utility operations and management practices and if and how those practices were contributing factors, including:
- a. Review of vegetation management procedures and budgets for transmission and distribution lines with emphasis on those areas most affected by the ice storm.
 - b. Utility inspections of poles and replacement policy.
 - c. Utility inspection practices for their transmission and distribution lines.
 - d. Utility inspection practices for their substations.
 - e. Workforce levels and training with regard to operations and maintenance.

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6. Post Ice Storm Actions and Processes. Analysis of all post-Ice Storm Action Reviews conducted by electric and telecommunications utilities to quantify and determine any recommended improvements.
7. Best Practices. Identify areas suitable for adoption of best practices, such as latest advances with outage management systems, outage analysis programs, advanced metering and other technical innovations, etc. that would mitigate the effects of storms and increase efficiencies in restoration.

In addition, the selected vendor(s) will take the following key process steps and produce the following required deliverables:

1. The consultant shall conduct a project initiation meeting with the Commission. The purpose of the meeting is to:
 - a. Review and refine the scope and task requirements, discuss data requirements, and clarify current data availability and quality;
 - b. Review and confirm the schedule for the project, including key milestone dates;
 - c. Review and adjust (as necessary) the project approach outlined in the proposal; and
 - d. Develop project management and communication protocols to ensure that the information needs of both the Commission and the Consultant are satisfied.
2. The consultant shall prepare and submit to the Commission a detailed memorandum documenting the results of the project initiation meeting. If modifications to the memorandum are needed the Commission will submit a request for modifications to the Consultant within (5) working days of receipt of the memorandum.
3. The consultant may modify the initial draft workplan after giving due consideration to Staff's comments, and must then submit a final draft workplan to Staff for approval. Approval of the workplan by Staff will authorize the consultant to execute the tasks as stated therein.
4. The consultant will provide regular briefings to Staff, as well as biweekly, written reports on the progress of the review, and identify discussion issues germane to the review's success.
5. The consultant will produce a draft report of its findings by July 17, 2009. This initial draft report must provide the results of the consultant's review and recommendations and should be in sufficient detail to support specific findings. The report will be reviewed by the Commission, who will provide comment for a Final Report.
6. The consultant will produce a Final Report of all findings by August 14, 2009. At that time, presentations on the report, both informal and formal, may be convened. To the extent such presentations are required, the contract will be amended to provide

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additional funding for such. However, the consultant(s) will be paid at the rate(s) agreed to in this contract.

III. COMPONENTS OF THE PROPOSAL

The following is a list of the information to be provided. Proposals should respond to all areas listed below, in the order listed, and conclude with a separate section on cost.

1. Technical Discussion and Proposed Approach. Bidders are required to submit a proposed work plan, including a description of the techniques and procedures to be utilized, and timeframes in which key products will be delivered.
2. Corporate/Company Information. Bidders must provide the Commission with information concerning its corporate/company history; e.g., how many years in business, corporate officers or company principals, location of branch offices, professional and business association memberships, etc.
3. Personnel Assigned. Bidders must provide the Commission with a list of all personnel who might be assigned to this project, including the project manager (if applicable), and detailed resumes and summaries of each individual, reflecting their relevant experience, training, and the nature of their specific responsibilities. If possible, include a copy of previous analyses reports that the proposed project members worked on. During the course of the work, the Commission must approve any substitutions or changes in personnel assigned to perform the work.
4. References. Bidders must provide the Commission with a list of up to three references for work performed which is similar in scope or content to the one being proposed, preferably within the past 5 years.
5. Statement of Disclosure. Bidders must identify any existing or potential conflicts of interest, including those that arise as a result of relationships or affiliations with utilities. Contractor must disclose any criminal violations within the past 5 years by the bidder and its principals, including personnel who might be assigned to perform work on this project.
6. Detailed Budget Proposal. Bidders must provide the Commission with a detailed cost proposal that identifies the hourly rate for personnel and any associated expenses.

IV. CRITERIA FOR SELECTION

Cost is a consideration but may not be the determining factor in the Commission's decision. In addition to cost, the Commission will consider the following criteria:

1. The qualifications, expertise, and availability of the proposed team assigned to the project, including expertise and experience pertinent to the services requested in Section II of this Request for Proposals.
2. Experience and qualifications in providing similar services in the NorthEast as well as other states or regions and to other utility commissions or regulatory agencies.
3. Ability to perform all of the major disciplines necessary to perform the work and meet specified timeframes.
4. Cost of consulting services and expenses, including the competitiveness of the proposed hourly rates and any proposed discounts or other cost-effective benefits. (The Commission reserves the right to negotiate lower fees or a different fee structure than proposed, with any selected firms.)
5. Overall responsiveness to the requirements of the RFP, including completeness, clarity and quality of the proposal.
6. Potential conflicts of interest.
7. Any other considerations the Commission may deem appropriate in light of its objectives and review of proposals received.

V. GENERAL BID CONDITIONS

1. Bids must be typed. Original and 5 copies of the bid must be submitted, along with an electronic copy in .PDF format. Bids that are incomplete or unsigned will not be considered.
2. The deadline for submitting bids is 4:30 p.m. on March 9, 2009. Bids must be addressed to ChristiAne G. Mason, Director of Administration, New Hampshire Public Utilities Commission, 21 S. Fruit Street, Suite 10 Concord, NH 03301-2429 and via email ChristiAne.Mason@puc.nh.gov.
3. The Commission reserves the right to reject or accept any or all bids, to reject or accept all or any part of any bid, to determine what constitutes a conforming bid, to waive irregularities that it considers not material to the bid, to award the bid solely as it deems to be in the best interest of the State, to contract for any portion of the bids submitted and to contract with more than one bidder if necessary.
4. All information relating to this bid (including but not limited to fees, contracts, agreements and prices) are subject to the laws of the State of New Hampshire regarding public information.

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5. Any contract awarded from this Request for Proposals will expire on December 31, 2009. The Commission at any time, in its sole discretion, may terminate the contract, or postpone or delay all or any part of the contract, upon written notice.
6. The selected vendor must agree to maintain confidential all information to which it has access until it is instructed otherwise by the Commission.

VI. CERTIFICATES

Bidders will be required to provide the following certificates prior to entering into a contract:

- | | |
|---|---|
| 1. Secretary of State's Office Certificate of Good Standing ("CGS") | Individuals contracting in their own name do not need a CGS. Business organizations and trade names need a CGS, except for nonresident nonprofit corporations |
| 2. Certificate of Vote /Authority ("CVA") | Individuals contracting in their own name do not need a CVA. Business entities and trade names need a CVA. |
| 3. Certificate of Insurance | Certificate of Insurance demonstrating insurance coverage required under the contract specified in Exhibit C. |

VII. FORM OF CONTRACT

The terms and conditions set forth in Attachment 1, General Provisions Agreement are part of the proposal and will apply to any contract awarded the bidder.

Any contract resulting from this bid proposal shall not be deemed effective until it is signed by the Commission.

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Attachment 1

Print Form

Subject: 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 <input type="text"/>		1.2 State Agency Address <input type="text"/>	
1.3 Contractor Name <input type="text"/>		1.4 Contractor Address <input type="text"/>	
1.5 Contractor Phone Number <input type="text"/>	1.6 Account Number <input type="text"/>	1.7 Completion Date <input type="text"/>	1.8 Price Limitation <input type="text"/>
1.9 Contracting Officer for State Agency <input type="text"/>		1.10 State Agency Telephone Number <input type="text"/>	
1.11 Contractor Signature <input type="text"/>		1.12 Name and Title of Contractor Signatory <input type="text"/>	
1.13 Acknowledgement: State of <input type="text"/> , County of <input type="text"/> On <input type="text"/> , 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 <input type="text"/>			
1.14 State Agency Signature <input type="text"/>		1.15 Name and Title of State Agency Signatory <input type="text"/>	
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: _____			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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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 _____
Date _____

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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;
8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement;
8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

Contractor Initials _____
Date _____

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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.

Contractor Initials _____
Date _____