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The State of New Hampshire

Department of Environmental Services

Robert R. Scott, Commissioner

April 2, 2021

His Excellency, Governor Christopher T. Sununu
and The Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Environmental Services (NHDES) to execute a **SOLE SOURCE** amendment to the Agreement (PO #7002343) with Gannett Fleming, Inc., (VC #167251-B001), Harrisburg, PA, by increasing the contract by $386,665 to $1,640,131.34 from $1,253,466.34 to allow for completion of work scopes for certain projects, and to extend the end date to December 31, 2022 from December 31, 2021, effective upon Governor & Council approval. The orginal contract was approved by Governor and Council (G&C) on March 7, 2018 (Item #43) and amended on September 18, 2019 (Item #67) and June 24, 2020 (Item #133). 100% Federal Pass Through Funds.

Funds are available in the account as follows:

	FY 2021
03-44-44-442010-8867-046-500463	$386,665

Dept. of Environmental Services, Dam Rehabilitation, Consultants - Engineering

EXPLANATION

This third amendment is considered **SOLE SOURCE** because the first amendment approved by Governor and Council on September 18, 2019, doubled the amount of the Agreement. Increases in contract amounts greater than 10% require all subsequent actions to be labeled as **SOLE SOURCE**. The rehabilitation designs of these projects and others are ongoing under the current Agreement, and, as such, the designs can be most efficiently and cost-effectively completed by Gannett Fleming. To date, $804,507.65 of the total contract has been spent.

NHDES received $386,665 in Federal Emergency Management Agency (FEMA) High Hazard Potential Dam grant funds for the purpose of designing the rehabilitation of two state-owned dams, Goose Pond Dam in Canaan and Mendums Pond Dam in Nottingham. The grant funds were passed through the Department of Safety, Division of Homeland Security (HSEM) via a Memorandum of Agreement with HSEM that was approved by G&C on September 23, 2020 as Item #78.

Of the $386,665 total, $260,000 is to be allocated to the design of the rehabilitation of Goose Pond Dam, and the remaining $126,665 is to be allocated to the design of the rehabilitation of Mendums Pond Dam. NHDES seeks to amend the Agreement to task orders planned under this contract for engineering design work at Goose Pond Dam and Mendums Pond Dam.

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(603) 271-2513 • Fax: 271-5171 TDD Access: Relay NH 1-800-735-2964

At Goose Pond Dam, the rehabilitation design will address issues with the deteriorated spillway and gates on this 102-year-old dam, as well as strengthening the earth embankment to make it more stable. At Mendums Pond Dam, a downstream earth buttress will be designed to stabilize the unstable downstream dry masonry face of the dam, and collect remaining seepage to complete the rehabilitation of this 160-year-old dam.

Gannett Fleming has agreed to perform the work specified in the amendment under the negotiated terms, billing rates and conditions of the original agreement. This Amendment has been approved by the Office of the Attorney General as to form, execution, and content.

We respectfully request your approval.

Robert R. Scott, Commissioner

AMENDMENT #3
TO
AGREEMENT
BETWEEN THE
NEW HAMPSHIRE DEPARTMENT OF ENVIRONMENTAL SERVICES
AND
GANNETT FLEMING, INC.

PROFESSIONAL SERVICES – AS-NEEDED ENGINEERING AND TECHNICAL SUPPORT SERVICES

WHEREAS the State of New Hampshire Department of Environmental Services ("NHDES") has entered into an Agreement with Gannett Fleming, Inc. in the amount of $600,000 for professional as-needed engineering and technical support services for repair/reconstruction projects on dams owned by the State of New Hampshire through September 30, 2019, which was approved by Governor and Council on March 8, 2018, as Item #43.

WHEREAS NHDES and Gannett Fleming, Inc., executed an Amendment 1 to the Agreement to provide an additional $600,000 to allow for completion of task orders for certain projects and to extend the completion date of the Agreement to December 31, 2021 from September 30, 2019, which was approved by Governor and Council on September 18, 2019, as Item #67.

WHEREAS NHDES and Gannett Fleming, Inc., executed an Amendment 2 to the Agreement to provide an additional $53,466.34 to use the Agreement for time sensitive projects with, and with funding from, Natural Resources Conservation Service ("NRCS") and the New Hampshire Fish and Game Department ("NHF&G"), which was approved by Governor and Council on June 24, 2020, as Item #133.

WHEREAS NHDES is executing Amendment 3 in the amount of $386,665 to complete the design of the rehabilitation needed at two state-owned high hazard dams: Goose Pond Dam in Canaan and Mendums Pond Dam in Barrington/Nottingham and to extend the completion date of the Agreement to December 31, 2022 from December 31, 2021, upon Governor & Council approval.

WHEREAS Gannett Fleming, Inc. has agreed to extend the current Agreement using the original approved rates assigned for the year 2019 in Table B-1 of the Agreement.

NOW THEREFORE, amend the original Agreement as amended between NHDES and Gannett Fleming, Inc. as approved by Governor and Council on March 8, 2018, as Item #43 in the following manner:

Change section 1.8 (Price Limitation) in the General Provisions of the Agreement to read: $1,640,131.34; and,

Change section 1.7 (Completion Date) in the General Provisions of the Agreement to read: December 31, 2022; and,

Change section 1.6 (Account Number) in the General Provisions of the Agreement to read:

03-44-44-442030-1544-034-500161
03-44-44-442010-5421-102-500731
03-44-44-442010-3831-302-500834
03-44-44-442010-8867-046-500463

All other conditions outlined in the contract shall remain in effect.

Robert R. Scott, Commissioner
Department of Environmental Services

Amanda Hess, P.E. CFM, Vice President
Gannett Fleming, Inc.

4/6/2021

Assistant Attorney General
Department of Justice

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 GANNETT FLEMING, INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on November 09, 1992. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **182077**

Certificate Number: **0005288715**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 12th day of March A.D. 2021.

William M. Gardner
Secretary of State

Gannett Fleming

Excellence Delivered ***As Promised***

CERTIFICATION

I, LEA A. SCHMOLZE, certify that I am an Assistant Secretary of Gannett Fleming Inc., a corporation duly organized and existing under the laws of the State of Delaware, do hereby further certify as follows:

The Gannett Fleming Inc. Board of Directors, at a regularly called meeting of the Board of Directors held on June 18, 2020, at which a quorum was present, by a unanimous vote:

RESOLVED, that the following person be elected as indicated:

AMANDA J. HESS VICE PRESIDENT

In accordance with the Bylaws of the Corporation, a VICE PRESIDENT is hereby authorized to, among other things, execute bids, contracts, bonds and other documents in the name and on behalf of the Corporation, and to represent the Corporation in official matters for work and services as may be requested, and such execution of any bid, contract, bonds and other documents in the Corporation's name and on its behalf shall be valid and binding upon the Corporation.

Said resolution has not been amended or rescinded and remains in full force and effect as of this date.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the Corporation this 18th day of March 2021.

LEA A. SCHMOLZE, Assistant Secretary

Gannett Fleming, Inc. CORPORATE SEAL Delaware 1989

Gannett Fleming, Inc.
P.O. Box 67100 • Harrisburg, PA 17106-7100 | 207 Senate Avenue • Camp Hill, PA 17011-2316
t: 717.763.7211 • f: 717.763.8150
www.gannettfleming.com

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/26/2021

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

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

PRODUCER
Gunn-Mowery
P.O. Box 900
Camp Hill PA 17001-0900

CONTACT NAME: Janice Bolton
PHONE (A/C, No, Ext): 717-761-4600, Ext. 3031 FAX (A/C, No): 717-761-6159
E-MAIL ADDRESS: JBolton@GunnMowery.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : PA Manufacturers Indemnity Co.	41424
INSURER B : Indemnity Ins Co of North America	43575
INSURER C : Markel American Insurance Company	28932
INSURER D :	
INSURER E :	
INSURER F :	

INSURED 6895
Gannett Fleming, Inc.
207 Senate Ave.
Camp Hill, PA 17011-2316

COVERAGES **CERTIFICATE NUMBER:** 741111919 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y	Y	3021012907384A	2/1/2021	2/1/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	Y	1521012907384	2/1/2021	2/1/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 2,000,000 $ $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	Y	Y	N110045070034	2/1/2021	2/1/2022	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	2021012907384A	2/1/2021	2/1/2022	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	Excess Liability	Y	Y	MKLM1EUE100362	2/1/2021	2/1/2022	Each Occurrence Aggregate	5,000,000 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Blanket Additional Insured applies per written contract.
1004-063935 As needed Engineering and Technical Support Services. The following are considered as Additional Insureds for General Liability policy as per written contract: New Hampshire Department of Environmental Services.

CERTIFICATE HOLDER

NEW HAMPSHIRE DEPARTMENT OF
ENVIRONMENTAL SERVICES
DAM BUREAU
29 HAZEN DRIVE
P.O. BOX 95
CONCORD NJ 03302-0095

CANCELLATION 90

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Janice E. Bolton

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ACORD

CERTIFICATE OF LIABILITY INSURANCE

6/1/2021

DATE (MM/DD/YYYY) 5/14/2020

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

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

PRODUCER
Lockton Companies
444 W. 47th Street, Suite 900
Kansas City MO 64112-1906
(816) 960-9000

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Lexington Insurance Company	19437
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
1361922 GANNETT FLEMING, INC.
207 SENATE AVENUE
CAMP HILL PA 17011-2316

COVERAGES + CERTIFICATE NUMBER: 15097470 REVISION NUMBER: XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ XXXXXXX
							MED EXP (Any one person)	$ XXXXXXX
							PERSONAL & ADV INJURY	$ XXXXXXX
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ XXXXXXX
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$ XXXXXXX
	OTHER:							$
	AUTOMOBILE LIABILITY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident)	$ XXXXXXX
	ANY AUTO						BODILY INJURY (Per person)	$ XXXXXXX
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ XXXXXXX
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
	UMBRELLA LIAB / OCCUR			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$ XXXXXXX
	DED / RETENTION $							$ XXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			NOT APPLICABLE			PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N	N / A					E.L. EACH ACCIDENT	$ XXXXXXX
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ XXXXXXX
							E.L. DISEASE - POLICY LIMIT	$ XXXXXXX
A	PROFESSIONAL LIABILITY	N	N	20720848	6/1/2020	6/1/2021	$10,000,000 PER CLAIM; $10,000,000 AGGREGATE	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
1004-063935 As needed Engineering and Technical Support Services.

CERTIFICATE HOLDER

15097470
NEW HAMPSHIRE DEPARTMENT OF ENVIRONMENTAL SERVICES
DAM BUREAU
P. O. BOX 95, 29 HAZEN DRIVE
CONCORD NH 03302-0095

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joseph M Agnello

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Fund

The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner

PO 1074477

June 9, 2020

His Excellency, Governor Christopher T. Sununu
and The Honorable Council
State House
Concord, New Hampshire 03301

APPROVED G & C
DATE 24 June 2020
ITEM # 133

REQUESTED ACTION

Authorize the Department of Environmental Services (NHDES) to execute a **RETROACTIVE, SOLE SOURCE** amendment to the Agreement (PO #7002343) with Gannett Fleming, Inc., (VC #167251-B001), Harrisburg, PA, by increasing the contract by $53,466.34 to $1,253,466.34 from $1,200,000 to allow for completion of work scopes for certain projects, effective as of January 10, 2020 through December 31, 2021 upon Governor & Council approval. The orginal contract was approved by Governor and Council (G&C) on March 21, 2018 (Item #43) and amended on September 18, 2019 (Item #67). 71% Federal Funds, 29% Interagency Funds.

Funds are available in the accounts as follows:

	FY 2020	
03-44-44-442010-5421-102-500731	$38,000.00	WK 11421712 RQ 204150

Dept. of Environmental Services, Dam Assessment and Rehabilitation, Contracts for Program Services

03-44-44-442010-3831-302-500834 $15,466.34
Dept. of Environmental Services, Dam Construction Projects, Dam Projects

EXPLANATION

This second amendment is considered **SOLE SOURCE** because the first amendment approved by Governor and Council on September 18, 2019, doubled the amount of the Agreement. Increases in contract amounts greater than 10% require all subsequent actions to be labeled as **SOLE SOURCE**. This amendment is **RETROACTIVE** because some of the engineering work had to be performed before G&C approval could be obtained in order to meet a required federal grant deadline. NHDES received a grant award in the amount of $1,026,000 from the federal Natural Resource Conservation Service (NRCS) primarily for engineering services needed for a Watershed Plan for four dams within the Souhegan River Watershed. As part of the grant, NRCS included funding in the amount of $38,000 for Dam Assessments for two dams in the Baker River Watershed; however, the grant agreement required that the Dam Assessments be completed by June 30, 2020. The amount provided for the Dam Assessments, $19,000 per Assessment, is the standard price for the work that NRCS allows nationwide. NHDES solicited interest from consulting firms to perform this work, but none were interested in competing for the work at that price. As a result, NHDES issued a Task Order for this work on January 10, 2020, under the agreement with Gannett Fleming, so that the work could be completed by the required deadline.

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(603) 271-2513 • Fax: 271-5171 TDD Access: Relay NH 1-800-735-2964

NHDES is currently in the process of selecting a consultant to perform the remainder of the work required under the grant.

As a result of toxic algal bloom issues resulting from phosphorus discharges from the Powder Mill Fish Hatchery, NHDES worked with the NH Fish and Game Department (F&G) to perform an engineering study of the Hatchery to determine needed upgrades. NHDES currently has an agreement with Gannett Fleming for as-needed engineering services and as part of NHDES efforts to assist F&G on compliance with federal environmental regulations, it was recognized that using the Agreement was the only way F&G would be able to obtain the needed engineering services in time to meet planning deadlines. NHDES issued a Task Order for this work on March 16, 2020. NHDES is entering into a retroactive MOA with F&G to allow for reimbursement of costs for the Powder Mill Fish Hatchery, approval for which is being requested concurrent with this request. During this same time period, the State was hit by the COVID 19 pandemic which required NHDES to switch all its staff to a work-from-home mode. The resultant efforts to move staff to remote working, along with concentrated efforts to deal with the pandemic, pulled staff from working on this amendment in a more timely manner.

The Powder Mill State Fish Hatchery provides critical resources for the management of several New Hampshire fisheries. Interruption in, or elimination of, the services that the Powder Mill State Fish Hatchery provides would have a detrimental impact on the State's ability to manage these fisheries.

Gannett Fleming has agreed to perform the work specified in the amendment under the negotiated terms, billing rates and conditions of the original agreement. This Amendment has been approved by the Office of the Attorney General as to form, execution, and content.

We respectfully request your approval.

Robert R. Scott, Commissioner

AMENDMENT #2
TO
AGREEMENT
BETWEEN THE
NEW HAMPSHIRE DEPARTMENT OF ENVIRONMENTAL SERVICES
AND
GANNETT FLEMING, INC.

PROFESSIONAL SERVICES – AS-NEEDED ENGINEERING AND TECHNICAL SUPPORT SERVICES

WHEREAS the State of New Hampshire Department of Environmental Services ("NHDES") has entered into an Agreement with Gannett Fleming, Inc. in the amount of $600,000.00 for professional engineering and technical support services as-needed for repair/reconstruction projects on dams owned by the State of New Hampshire from March 8, 2018 through September 30, 2019, which was approved by Governor and Council on March 8, 2018, as Item #43.

WHEREAS NHDES and Gannett Fleming, Inc., executed an Amendment 1 to the Agreement to increase the not to exceed amount from $600,000.00 to $1,200,000.00 to provide additional funds for completion of task orders for certain projects and to extend the completion date of the Agreement to December 31, 2021 from September 30, 2019, which was approved by Governor and Council on September 18, 2019, as Item #67.

WHEREAS NHDES has received approval for additional funding from the Natural Resources Conservation Service ("NRCS") and the New Hampshire Fish and Game Department ("NHF&G"), for specific projects that are time sensitive and can most efficiently be done under the Agreement.

WHEREAS NHDES seeks to amend the Agreement to provide an additional $53,466.34 to use the Agreement for time sensitive NRCS Dam Assessments for the Baker River Flood Control Dams – Sites 5 and 6A with funding from NRCS ($38,000), and engineering design concepts and cost estimates for water treatment of effluent from the Powder Mill Fish Hatchery in New Durham with funding from NHF&G ($15,466.34).

WHEREAS Gannett Fleming, Inc. has agreed to the proposed changes to the amended Agreement.

NOW THEREFORE, amend the original Agreement between NHDES and Gannett Fleming, Inc. as amended and approved by Governor and Council on September 18, 2019, as Item #67 in the following manner:

Change section 1.8 (Price Limitation) in the General Provisions of the Agreement to read: $1,253,466.34; and,

Change Section 1.6 (Account Number) in the General Provisions of the Agreement to read:

03-44-44-442030-1544-034-500161
03-44-44-442010-5421-102-500731
03-44-44-442010-3831-302-500834

All other conditions outlined in the contract shall remain in effect.

Robert R. Scott, Commissioner
Department of Environmental Services

Amanda J. Hess, P.E. CFM, Vice President
Gannett Fleming, Inc.

Assistant Attorney General as to form, substance, and execution
Department of Justice

Gannett Fleming

Excellence Delivered ***As Promised***

June 3, 2020

CERTIFICATION

I, LEA A. SCHMOLZE, Assistant Secretary of Gannett Fleming, Inc., a corporation duly organized and existing under the laws of the State of Delaware, do hereby certify as follows:

1. The Gannett Fleming, Inc. Board of Directors elected AMANDA J. HESS as a VICE PRESIDENT of Gannett Fleming, Inc. (the Corporation) by resolution number 2019-21, effective June 18, 2019; and

2. In accordance with the Bylaws of the Corporation, a VICE PRESIDENT is authorized to, among other things, execute bids, contracts, bonds and other documents in the name and behalf of said Corporation and to represent said Corporation in official matters for work and services as may be requested, and such execution of any bid, contract, bonds and other documents in the Corporation's name on its behalf, shall be valid and binding upon the Corporation,

3. Said resolution has not been amended or rescinded and remains in full force and effect as of this date.

LEA A. SCHMOLZE, Assistant Secretary

Gannett Fleming, Inc. CORPORATE SEAL Delaware 1989

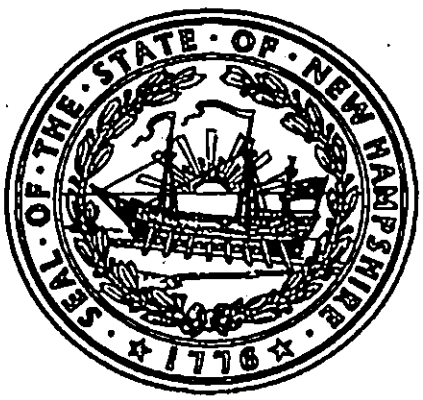
Gannett Fleming, Inc.
P.O. Box 67100 · Harrisburg, PA 17106-7100 | 207 Senate Avenue · Camp Hill, PA 17011
t: 717.763.7211 · f: 717.763.8150
www.gannettfleming.com

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 GANNETT FLEMING, INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on November 09, 1992. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 182077
Certificate Number: 0004879364



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 1st day of April A.D. 2020.

William M. Gardner
Secretary of State

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/31/2020

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

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

PRODUCER
Gunn-Mowery
P.O. Box 900
Camp Hill PA 17001-0900

DES DAM BUREAU
FEB 18 2020
RECEIVED

CONTACT NAME: Janice Bolton
PHONE (A/C, No, Ext): 717-761-4600, Ext. 3031 FAX (A/C, No): 717-761-6159
E-MAIL ADDRESS: JBolton@GunnMowery.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: PA Manufacturers Indemnity Co.	41424
INSURER B: Indemnity Ins Co of North America	43575
INSURER C: Markel Insurance	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Gannett Fleming, Inc.
P.O. Box 67100
Harrisburg, PA 17106-7100

COVERAGES CERTIFICATE NUMBER: 1637101383 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y	Y	3020012907384A	2/1/2020	2/1/2021	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X Contractual Liab						MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY	Y	Y	1520012907384	2/1/2020	2/1/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR	Y	Y	N11004507003	2/1/2020	2/1/2021	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ 10,000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y	2020012907384A	2/1/2020	2/1/2021	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
C	Excess Liability	Y	Y	MKLM1EUE100362	2/1/2020	2/1/2021	Each Occurrence Aggregate	5,000,000 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Blanket Additional Insured applies per written contract.
1004-063935 As needed Engineering and Technical Support Services. The following are considered as Additional Insureds for General Liability policy as per written contract: New Hampshire Department of Environmental Services.

CERTIFICATE HOLDER

NEW HAMPSHIRE DEPARTMENT OF
ENVIRONMENTAL SERVICES
DAM BUREAU
29 HAZEN DRIVE
P.O. BOX 95
CONCORD NJ 03302-0095

CANCELLATION 90

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner

DES DAM BUREAU

SEP 20 2019

RECEIVED

August 30, 2019

APPROVED G&C
DATE 18 Sep 19
ITEM # 67

His Excellency, Governor Christopher T. Sununu
and The Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Environmental Services (NHDES) to execute a sole source amendment to the Agreement (PO #7002343) with Gannett Fleming, Inc., (Vendor Code #167251-B001), Harrisburg, PA, by increasing the contract by $600,000 from $600,000 to $1,200,000 to allow for completion of work scopes for certain projects and to extend the completion date of the Agreement to December 31, 2021 from September 30, 2019, upon Governor & Council approval. 100% Capital (General) Funds

Funds are available in the account as follows:

	FY 2020	
03-44-44-442030-12670000-034-500161	$600,000	
Dept. of Environmental Services, 19-146:1-VI:A		Dam Repairs and Reconstruction, Capital Projects

EXPLANATION

Under the current Agreement, Gannett Fleming, Inc. provides engineering analysis and design needed to assure the long-term integrity of state-owned dams that help regulate water levels at many of the State's most critical water resources. Because the full extent of engineering needs cannot be identified until preliminary engineering, geotechnical, and existing conditions data have been compiled for each individual project, an "as-needed" Agreement with a "not-to-exceed" price is the most efficient and flexible way to provide these services. For certain projects, including the future reconstruction of Goose Pond Dam in Canaan and the four dams that regulate water levels on Pawtuckaway Lake (Dollof Dam, Drowns Dam, Drowns Dike, Gove Dike), much of the preliminary work, including studies of failure modes and collection of geotechnical data, has been done under the original agreement. The most efficient and cost-effective way to complete complex design, permitting, and specifications needed to initiate the reconstruction of the dams is to have Gannett Fleming, Inc. move forward with the engineering now that they have done the preliminary work. NHDES is, therefore, requesting to amend the original Agreement to increase the total contract amount by $600,000 and extend the end date to allow reasonable time to complete projects started under the original Agreement.

Gannett Fleming, Inc. has agreed to continue under the negotiated terms, billing rates and conditions of the original Agreement. To date, $403,700.69 has been spent of the original contract amount of $600,000.00, however more than 97% of the original contract has already been committed under approved task orders and is expected to be invoiced by September 30, 2019.

This Amendment 1 has been approved by the Office of the Attorney General as to form, execution, and content. We respectfully request your approval.

Robert R. Scott, Commissioner

AMENDMENT #1
TO
AGREEMENT
BETWEEN THE
NEW HAMPSHIRE DEPARTMENT OF ENVIRONMENTAL SERVICES
AND
GANNETT FLEMING, INC.

PROFESSIONAL SERVICES – AS-NEEDED ENGINEERING AND TECHNICAL SUPPORT SERVICES

WHEREAS the State of New Hampshire Department of Environmental Services ("NHDES") has entered into an Agreement with Gannett Fleming, Inc. in the amount of $600,000.00 for professional as-needed engineering and technical support services for repair/reconstruction projects on dams owned by the State of New Hampshire March 7, 2018 through September 30, 2019.

WHEREAS NHDES wishes to execute an Amendment 1 to the Agreement to provide an additional $600,000.00 to allow for completion of task orders for certain projects and to extend the completion date of the Agreement to December 31, 2021 from September 30, 2019, upon Governor & Council approval.

WHEREAS Gannett Fleming, Inc. has agreed to extend the current Agreement using the original approved rates assigned for the year 2019 in Table B-1 of the Agreement.

NOW THEREFORE, amend the original Agreement between NHDES and Gannett Fleming, Inc. as approved by Governor and Council on March 8, 2018, as Item #43 in the following manner:

Change section 1.8 (Price Limitation) in the General Provisions of the Agreement to read: $1,200,000.00; and,

Change section 1.7 (Completion Date) in the General Provisions of the Agreement under to read: December 31, 2021.

All other conditions outlined in the contract shall remain in effect.

Robert R. Scott, Commissioner
Department of Environmental Services

Paul G. Schweiger, P.E. CFM, Vice President
Gannett Fleming, Inc.

Assistant Attorney General
Department of Justice

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 GANNETT FLEMING, INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on November 09, 1992. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 182077
Certificate Number : 0004568820

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 16th day of August A.D. 2019.

William M. Gardner
Secretary of State

Gannett Fleming

Excellence Delivered As Promised

August 2, 2019

Certification

I, LEA A. SCHMOLZE, Assistant Secretary of Gannett Fleming, Inc., a corporation duly organized and existing under the laws of the State of Delaware, do hereby certify as follows:

1. The Gannett Fleming, Inc. Board of Directors elected PAUL G. SCHWEIGER as a Vice President of Gannett Fleming, Inc. (the Corporation) effective June 18, 2019, by resolution dated June 18, 2019; and

2. In accordance with the Bylaws of the Corporation, a Vice President is authorized to, among other things, execute bids, contracts, bonds and other documents in the name and behalf of said Corporation and to represent said Corporation in official matters for work and services as may be requested, and such execution of any bid, contract, bonds and other documents in the Corporation's name on its behalf, shall be valid and binding upon the Corporation,

3. Said resolution has not been amended or rescinded and remains in full force and effect as of this date.

LEA A. SCHMOLZE, Assistant Secretary

Gannett Fleming, Inc.
P.O. Box 67100 · Harrisburg, PA 17106-7100 | 207 Senate Avenue · Camp Hill, PA 17011-2316
t: 717.763.7211 · f: 717.763.8150
www.gannettfleming.com

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/15/2019

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

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

PRODUCER
Gunn-Mowery
P.O. Box 900
Camp Hill PA 17001-0900

CONTACT NAME: Janice Bolton
PHONE (A/C, No, Ext): 717-761-4600, Ext. 3031 FAX (A/C, No): 717-761-6159
E-MAIL ADDRESS: JBolton@GunnMowery.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: PA Manufacturers Indemnity Co.	41424
INSURER B: Indemnity Ins Co of North America	43575
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Gannett Fleming, Inc.
P.O. Box 67100
Harrisburg, PA 17106-7100

COVERAGES CERTIFICATE NUMBER: 1309504944 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y	Y	3019012907364A	2/1/2019	2/1/2020	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X Contractual Liab						MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY	Y	Y	1619012907364A	2/1/2019	2/1/2020	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR	Y	Y	N11004507002	2/1/2019	2/1/2020	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED X RETENTION $ 0							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		Y	2019012907364A	2/1/2019	2/1/2020	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Blanket Additional Insured applies per written contract.
1004-063935 As needed Engineering and Technical Support Services. The following are considered as Additional Insureds for General Liability policy as per written contract: New Hampshire Department of Environmental Services.

CERTIFICATE HOLDER

NEW HAMPSHIRE DEPARTMENT OF
ENVIRONMENTAL SERVICES
DAM BUREAU
29 HAZEN DRIVE
P.O. BOX 95
CONCORD NJ 03302-0095

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD

CERTIFICATE OF LIABILITY INSURANCE

6/1/2020

DATE (MM/DD/YYYY) 5/20/2019

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

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

PRODUCER
Lockton Companies
444 W. 47th Street, Suite 900
Kansas City MO 64112-1906
(816) 960-9000

CONTACT NAME:
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Lexington Insurance Company	19437
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
1361922 GANNETT FLEMING, INC.
PO BOX 67100
HARRISBURG PA 17106-7100

COVERAGES + CERTIFICATE NUMBER: 15097470 REVISION NUMBER: XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC OTHER:			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ XXXXXXX
							MED EXP (Any one person)	$ XXXXXXX
							PERSONAL & ADV INJURY	$ XXXXXXX
							GENERAL AGGREGATE	$ XXXXXXX
							PRODUCTS - COMP/OP AGG	$ XXXXXXX
								$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident)	$ XXXXXXX
							BODILY INJURY (Per person)	$ XXXXXXX
							BODILY INJURY (Per accident)	$ XXXXXXX
							PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
	UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED / RETENTION $			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
							AGGREGATE	$ XXXXXXX
								$ XXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	NOT APPLICABLE			PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ XXXXXXX
							E.L. DISEASE - EA EMPLOYEE	$ XXXXXXX
							E.L. DISEASE - POLICY LIMIT	$ XXXXXXX
A	PROFESSIONAL LIABILITY	N	N	020720848	6/1/2019	6/1/2020	$10,000,000 PER CLAIM; $10,000,000 AGGREGATE	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
1004-063935 As needed Engineering and Technical Support Services.

CERTIFICATE HOLDER

16097470
NEW HAMPSHIRE DEPARTMENT OF ENVIRONMENTAL SERVICES
DAM BUREAU
P. O. BOX 95, 29 HAZEN DRIVE
CONCORD NH 03302-0095

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE:
Joseph M Agnello

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Kent Fine more

The State of New Hampshire

Department of Environmental Services

Robert R. Scott, Commissioner

February 12, 2018

His Excellency, Governor Christopher T. Sununu
and The Honorable Council
State House
Concord, New Hampshire 03301

APPROVED G & C
DATE 3/7/18
ITEM # 43

REQUESTED ACTION

Authorize the Department of Environmental Services (NHDES) to enter into an Agreement with Gannett Fleming, Inc., (Vendor Code #167251-B001), Harrisburg, PA, in an amount not-to-exceed $600,000.00 to provide as needed engineering and technical support services for repair/reconstruction projects on dams owned by the State of New Hampshire, effective upon Governor & Executive Council approval through September 30, 2019. Funding is 100% Capital (General) Funds.

Funds are available in the account as follows:

	FY 2018
03-44-44-442030-1544-034-500161	$600,000

Dept. of Environmental Services, 17 228:1-VIII-A, Dam Repairs and Reconstruction, Capital Projects

EXPLANATION

NHDES is responsible for the operation, maintenance, repair and reconstruction of most state owned dams per NH RSA 482:55-57. NHDES engineers provide design and permitting services for construction, reconstruction, and removal projects for most state-owned dams. DES will be addressing challenging projects as part of planned Capital-funded dam repair and reconstruction projects in the next few years, and an Agreement to provide engineering analysis and design is needed to assure the long-term integrity of state-owned dams that help regulate water levels at many of the State's most critical water resources. Because the full extent of engineering needs cannot be identified until preliminary engineering, geotechnical, and existing conditions data have been compiled for each individual project, an "as-needed" Agreement with a "not-to-exceed" price is the most efficient and flexible way to provide these services.

The procurement process for this Agreement, further detailed in Attachment A, was conducted in accordance with NH RSA 21-I:22 by issuing a Request For Qualifications (RFQ) for engineering analyses, internal review and approval of qualifications, and ranking of the most qualified firms. NHDES received responses to the RFQ from 18 firms. The three most qualified firms were identified based on the qualifications and experience of the overall firm and the assigned staff with dam structures, geotechnical investigation and design, stability analysis, hydrologic and hydraulic studies, and other elements of design and analysis for the types of dams common to New Hampshire, adequacy of staffing and resources, prior experience with state agencies for

similar contracts, and the completeness of the response to the RFQ. The selection committee then interviewed the three most qualified firms and was unanimous in its selection of Gannett-Fleming, Inc., as the firm most qualified to provide as-needed engineering and technical support services for planned Capital-funded projects.

NHDES has negotiated terms and conditions for the services to be provided, authorization to conduct work, billing rates and conditions, and a not-to-exceed cost for this Agreement with Gannett Fleming, Inc.

The Agreement has been approved by the Office of the Attorney General as to form, execution, and content. We respectfully request your approval.

Robert R. Scott, Commissioner

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive, PO Box 95 Concord, NH 03302-0095	
1.3 Contractor Name Gannett-Fleming, Inc.		1.4 Contractor Address P.O. Box 67100 Harrisburg, PA 17106-7100	
1.5 Contractor Phone Number 717-763-7211	1.6 Account Number 03-44-44-442030-1544-034-500161	1.7 Completion Date September 30, 2019	1.8 Price Limitation $600,000.00
1.9 Contracting Officer for State Agency James W. Gallagher, Jr., P.E.		1.10 State Agency Telephone Number 603-271-1961	
1.11 Contractor Signature Paul G. Schweiger		1.12 Name and Title of Contractor Signatory Paul G. Schweiger, P.E., CFM Vice President	

1.13 Acknowledgement: State of Pennsylvania, County of Cumberland

On 02/01/18, 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] Jennifer L. Bauer

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Jennifer L. Bauer, Notary Public
Franklin Twp., York County
My Commission Expires Dec. 18, 2018
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

1.13.2 Name and Title of Notary or Justice of the Peace

Jennifer L. Bauer, Notary Public

1.14 State Agency Signature Date: 2-14-18	1.15 Name and Title of State Agency Signatory Robert R Scott, Commissioner NH Dept. of Environmental Svcs.

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) *(if applicable)*

By: On: 2/15/18

1.18 Approval by the Governor and Executive Council *(if applicable)*

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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("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. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. 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

Contractor Initials

Date 2-1-2018

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 notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and 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 $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form 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.

Contractor Initials
Date 2-1-2018

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 thirty (30) 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 provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) 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 unless no such approval is required under the circumstances pursuant to State law, rule or policy.

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 [illegible]
Date 2-1-2018

EXHIBIT A
SERVICES

1. WORK TO BE PERFORMED BY THE CONTRACTOR

1.1 Work Program: The Work Program, as described below in Section 2, contains certain technical and professional activities to be performed with the funds pursuant to this Agreement.

1.2 Contractor Assurance: Gannett Fleming, Inc., heretofore known as the "Contractor", in consideration of the compensation to be provided pursuant to this Agreement, hereby covenants and agrees to perform and carry out in a satisfactory and proper manner, as determined by the New Hampshire Department of Environmental Services (NHDES), those activities identified and more particularly described below in the Work Program (individual work tasks and services).

1.3 Work Products: All materials, maps, plans, reports, specifications, documents and other work products specified in the Work Program for preparation and submission by the Contractor shall be submitted to NHDES on or before the due dates, and in the number of copies and format specified in the Work Program.

2. WORK PROGRAM

2.1 Title: As-needed Engineering and Technical Support Services Agreement.

2.2 Study Areas: Certain State-owned dams as authorized by NHDES.

2.3 Objective: The purpose of this agreement is to provide "as-needed" engineering and related technical assistance services for projects related to the construction, reconstruction and/or removal of certain dams owned by the State of New Hampshire.

2.4 Background/Description: The State of New Hampshire owns approximately 278 dams, including many of the largest and most economically important dams in the state. NHDES serves as "owner" to most of those dams, and is responsible for the operation and maintenance of those and most other state-owned dams. NHDES engineers provide design and permitting services for construction, reconstruction, and removal projects for most state-owned dams, including geotechnical investigations, embankment design, reinforced concrete design, hydrology and hydraulics, seepage prevention and filter design, and certain structural concrete, steel, and masonry design. Most existing dams in New Hampshire have long exceeded their design lives and have unique/complex outlet works and structural components that require an experienced engineering team to analyze and provide

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design plans, specifications, and/or recommendations for reconstruction. NHDES will be addressing challenging issues as part of dam reconstruction projects in the next few years, and an Agreement to provide engineering analysis and design is needed to assure the long-term integrity of state-owned dams. Because the extent of analysis and design projects cannot be identified until engineering, geotechnical, and existing conditions data have been compiled for each individual project, an "as-needed" Agreement with a "not-to-exceed" price is the most efficient way to provide these services.

2.5 Task Orders: Project specific tasks orders will be formulated by a scope of work for each individual project. When NHDES has need for engineering or technical support services, NHDES shall contact the Contractor in writing to request a proposed scope of work. An email message from NHDES shall be considered a request in writing. The Contractor shall have up to two weeks from the date of the request to provide a proposed scope of work, including a time line for delivery of work products designated in the proposed task order, unless otherwise mutually agreed to in writing by all parties (an email message exchange between all parties shall be acceptable as an agreement in writing). Upon receipt of a proposed scope of work, NHDES will review the extent of engineering and/or technical support services needed for each task order and negotiate a final scope of work with the Contractor for the tasks, time frame and costs involved. The Contractor is not authorized to commence work, or invoice for costs, on the scope of work until it is approved in writing by NHDES. An email message from NHDES shall be considered an approval in writing. The Contractor will complete the scope of work within the time frame agreed to in each individual project scope of work unless otherwise mutually agreed to in writing by all parties (an email message exchange between all parties shall be acceptable as an agreement in writing). All materials, maps, plans, reports, specifications, documents and other work products will be submitted to NHDES for review prior to final approval. The types of services required may include, but are not necessarily limited to, any combination of the following:

- Engineering analysis of existing state-owned dams to assess the safety status of existing conditions and/or impacts of proposed reconstruction activities
- Provision of design recommendations for certain components of state-owned dams
- Engineering design plans and specifications for reconstruction projects
- Project report and/or other document preparation
- Provision of professional engineer stamping of plans, recommendations, and specifications as requested by NHDES
- Quality assurance of analysis and design work
- Meetings/conference calls with NHDES to review documentation and submittals as requested by NHDES

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General work tasks include:

- Prepare scopes of services upon request for specific projects, within two weeks of request unless otherwise mutually agreed to by all parties.
- Conduct work under the scope of services agreements in the agreed-upon time frame and budget unless otherwise mutually agreed to by all parties.
- Prepare and submit reports, forms, and other documentation as described in the scope of work.

2.6 Subcontractors: The Contractor may use subcontractor(s) where reasonable, appropriate and consistent with industry practice as indicated herein;

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

2.7 The State's Responsibilities: The State shall be responsible for providing the Contractor with the following;

- Assist the Contractor by placing at their disposal all available information pertinent to the assigned Task Order including all reports, studies, and other information relative to the site.
- Make provisions for the Contractor to enter upon NHDES owned properties to perform the work assigned under this agreement.
- Provide other assistance as needed to facilitate the completion of assigned work in a timely and cost-effective manner.

2.8 Schedule for Reports, Forms, and other Documentation: Reports, forms, and other documentation will be compiled and presented as described in project specific scopes of work.

2.9 Final Report Format: Electronic copies of all reports, forms and other documentation shall be provided to NHDES.

Contractor Initials
Date 2-1-2018

2.10 Program Administration: The Contractor will meet or conference call with NHDES Dam Bureau staff at the request of NHDES as needed throughout each project.

2.11 Project Duration: Governor and Council approval through September 30, 2019.

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EXHIBIT B
AGREEMENT PRICE, METHOD, AND TERMS OF PAYMENT

1. PROGRAM COSTS AND REVIEW

1.1 Program Costs: As used in this Agreement, the term "program costs" shall mean all expenses directly or indirectly incurred by Gannett Fleming, Inc., heretofore referred to as the "Contractor", in the performance of the program activities, as determined by the New Hampshire Department of Environmental Services (NHDES) to be eligible and allowable for payment in accordance with this Agreement and scopes of services approved under the provisions of this Agreement. The total charges for all scopes of services agreed to under this Agreement shall not exceed $600,000.00.

1.2 Payment of Program Costs: Subject to the terms and conditions of this agreement, NHDES agrees to pay the Contractor all allowable program costs, provided, however, that in no event shall the total of all payments made by the NHDES pursuant to this Agreement exceed the amount of the contract price as set out in paragraph 1.8 of the General Provisions and that the program costs have been incurred prior to the completion date. Program costs may be paid if requested within 90 days after the completion date.

1.3 Payment of Reimbursable Program Costs: NHDES agrees to reimburse the Contractor for program costs, except that program costs may be retained until the NHDES determines that a particular program activity or portion of the program activity hereunder has been satisfactorily completed.

1.4 Conditions Precedent to Payment: Notwithstanding the foregoing provisions of this Section or anything to the contrary contained herein, it is understood and agreed that each payment shall be conditioned upon NHDES's determination that the project activities have been and are being performed in a satisfactory manner.

1.5 Review by NHDES; Disallowance of Costs: At any time during the performance of the program activities, and upon receipt of any interim work products, progress reports, final work products, or an audited financial report, NHDES may review all program costs incurred by the Contractor and all payments made to date. Upon such review NHDES shall disallow any expense items which are not allowable or are determined to be in excess of actual expenditures and shall, by written notice specifying the disallowed expenditures, inform the Contractor of any such disallowance. If NHDES disallows costs for which payment has not yet been made, it shall refuse to pay such costs.

If payment has been made with respect to costs that are subsequently disallowed, NHDES may deduct the amount of disallowed costs from any future payments under this Agreement or require that the Contractor refund to the NHDES the amount of the disallowed costs.

Contractor Initials
Date 2-1-2018

2. PAYMENT PROCEDURE

NHDES shall pay to the Contractor the total reimbursable program costs in accordance with the following requirements:

Reimbursement requests for program costs shall be made by the Contractor. Documentation of reimbursable and matching costs may include invoices for supplies, equipment, services, contractual services, and a report of personnel, travel and indirect costs. For projects that demonstrate progress solely through the submission of interim progress reports, payments shall be made upon receipt, review and approval of the interim progress report and accompanying payment request form.

Contractor Initials
Date 2-1-2018

TABLE B-1

As-needed Engineering and Technical Support Services

Unit rate is established at individual hourly rate multiplied by a factor of 2.92 to account for overhead, fringe benefits, and a 11.86% profit multiplier.

		Labor Rates			
		2018		2019	
LABOR	Units	Direct	Burdened	Direct	Burdened
Cannett Fleming, Inc. Labor Categories					
Project Principal	hrs.	$85.00	$248.20	$87.55	$255.65
Senior Project Manager	hrs.	$80.00	$233.60	$82.40	$240.61
Senior Technical Expert	hrs.	$70.00	$204.40	$72.10	$210.53
Project Manager	hrs.	$60.00	$175.20	$61.80	$180.46
Engineer/Scientist V	hrs.	$60.00	$175.20	$61.80	$180.46
Engineer/Scientist IV	hrs.	$50.00	$146.00	$51.50	$150.38
Engineer/Scientist III	hrs.	$45.00	$131.40	$46.35	$135.34
Engineer/Scientist II	hrs.	$40.00	$116.80	$41.20	$120.30
Engineer/Scientist I	hrs.	$35.00	$102.20	$36.05	$105.27
Construction Manager	hrs.	$55.00	$160.60	$56.65	$165.42
Resident Engineer	hrs.	$45.00	$131.40	$46.35	$135.34
Construction Observer	hrs.	$35.00	$102.20	$36.05	$105.27
GIS Analyst II	hrs.	$40.00	$116.80	$41.20	$120.30
GIS Analyst I	hrs.	$25.00	$73.00	$25.75	$75.19
Technician II	hrs.	$30.00	$87.60	$30.90	$90.23
Technician I	hrs.	$25.00	$73.00	$25.75	$75.19
Landscape Architect	hrs.	$30.00	$87.60	$30.90	$90.23
Professional Surveyor	hrs.	$35.00	$102.20	$36.05	$105.27
Surveyor	hrs.	$30.00	$87.60	$30.90	$90.23
Administrative PM Assistant	hrs.	$35.00	$102.20	$36.05	$105.27
Clerical	hrs.	$30.00	$87.60	$30.90	$90.23

REIMBURSABLE EXPENSES

Vehicle mileage, tolls, meals, and lodging, black and white and color plots and copies, overnight shipping, etc. will be billed at direct cost.

Subconsultant effort will be billed with a 10% markup.

Multiplier	2.92
Inflation	0.03

Contractor Initials: PDL
Date: 2-1-2018

EXHIBIT C
SPECIAL PROVISIONS

No Special Provisions.

Contractor Initials
Date 2-1-2018

Gannett Fleming

*Excellence Delivered **As Promised***

December 8, 2017

Certification

I, RUBY L. ILE, Assistant Secretary of Gannett Fleming, Inc., a corporation duly organized and existing under the laws of the State of Delaware, do hereby certify as follows:

1. The Gannett Fleming, Inc. Board of Directors elected PAUL G. SCHWEIGER as a Vice President of Gannett Fleming, Inc. (the Corporation) effective June 15, 2017 by resolution June 15, 2017; and

2. In accordance with the Bylaws of the Corporation, a Vice President is authorized to, among other things, execute bids, contracts, bonds and other documents in the name and behalf of said Corporation and to represent said Corporation in official matters for work and services as may be requested, and such execution of any bid, contract, bonds and other documents in the Corporation's name on its behalf, shall be valid and binding upon the Corporation,

3. Said resolution has not been amended or rescinded and remains in full force and effect as of this date.

RUBY L. ILE, Assistant Secretary

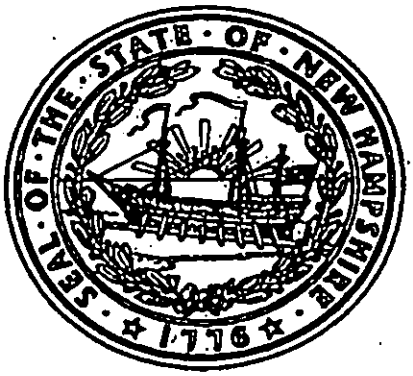
Gannett Fleming, Inc.
P.O. Box 67100 • Harrisburg, PA 17106-7100 | 207 Senate Avenue • Camp Hill, PA 17011-2316
t: 717.763.7211 • f: 717.763.8150
www.gannettfleming.com

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 GANNETT FLEMING, INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on November 09, 1992. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 182077



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 19th day of December A.D. 2017.

William M. Gardner
Secretary of State

State of New Hampshire
Department of State

12/27/2017 9:21:24 AM

Gannett Fleming Companies
4035 Ridge Top Rd Ste 500
Fairfax, VA, 22030, USA

Enclosed is the acknowledgment copy of your filing. It acknowledges this office's receipt and successful filing of your documents.

Should you have any questions, you may contact the Corporation Division at the phone number or email address below. Please reference your Business ID Number when contacting our office.

Please visit our website for helpful information regarding all your business needs.

Sincerely,
Corporation Division

Business ID: 182077
Filing No: 3686143

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/31/2018

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

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

PRODUCER
Gunn-Mowery
P.O. Box 900
Camp Hill PA 17001-0900

CONTACT NAME: Janice Bolton
PHONE (A/C, No, Ext): 717-761-4600, Ext: 3031 | FAX (A/C, No): 717-761-6159
E-MAIL ADDRESS: JBolton@GunnMowery.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: PA Manufacturers' Assoc Ins Co.	12262
INSURER B: PA Manufacturers Indemnity Co.	41424
INSURER C: Indemnity Ins Co of North America	43575
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Gannett Fleming, Inc.
P.O. Box 67100
Harrisburg, PA 17106-7100

COVERAGES — CERTIFICATE NUMBER: 1266085919 — REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B A	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR X Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC OTHER:	Y	Y	3018012907384A 3018012907384B	2/1/2018 2/1/2018	2/1/2019 2/1/2019	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B A	AUTOMOBILE LIABILITY X ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS X COMP. $1,000 X COLL. $1,000	Y	Y	1518012907384A 1518012907384B	2/1/2018 2/1/2018	2/1/2019 2/1/2019	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $ $
C	X UMBRELLA LIAB X OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED X RETENTION $ 0	Y	Y	N11004507001	2/1/2018	2/1/2019	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $
B A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	2018012907384A 2018012907384B	2/1/2018 2/1/2018	2/1/2019 2/1/2019	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
When required by Signed Contract in Advance of Loss Blanket Additional Insured, Waiver of Subrogation applies, Primacy applies.
1004 As needed Engineering and Technical Support Services. The following are considered as Additional Insureds for General Liability policy as per written contract: New Hampshire Department of Environmental Services.

DES DAM BUREAU

FEB 06 2018

RECEIVED

CERTIFICATE HOLDER

NEW HAMPSHIRE DEPARTMENT OF
ENVIRONMENTAL SERVICES
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CANCELLATION 90

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Janice E. Bolton

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ATTACHMENT A
Procurement Process

The procurement process for this Agreement was conducted in accordance with RSA 21-I:22. In August 2017, NHDES advertised in the Manchester Union Leader and on the Administrative Services website a Request For Qualifications (RFQ) from professional consultants for as-needed engineering and technical support services.

The following 18 firms responded to the RFQ:

- Pare Corporation - Foxboro, MA
- Holden Engineering & Surveying, Inc. - Bedford, NH
- H T E Northeast, Inc. - Bedford, NH
- DuBois & King, Inc. - Randolph, VT
- Wright-Pierce - Portsmouth, NH
- GZA GeoEnvironmental, Inc. - Bedford, NH
- The H.L. Turner Group, Inc. - Concord, NH
- Kleinschmidt Group - Pittsfield, ME
- Sevee & Maher Engineer, Inc. - Cumberland, ME
- AECOM - Chelmsford, MA
- Gannett Fleming, Inc. - Lebanon, NH
- Schnabel Engineering - West Chester, PA
- Stephen's Associates Consulting Engineers, LLC - Brentwood, NH
- O'Brien & Gere Engineers, Inc. - Syracuse, NY
- GeoInsight, Inc. - Manchester, NH
- Tighe & Bond - Portsmouth, NH
- WSP USA - Boston, MA
- Gomez and Sullivan Engineers, DPC - Utica, NY

An internal NHDES selection committee reviewed and ranked the responses to the RFQ. The committee consisted of James Gallagher, Jr., P.E., the Chief Engineer for the Dam Bureau with more than 40 years of experience with dam design, contracting, construction and safety; Grace Levergood, P.E., who has over 30 years of experience as an engineer for hydrologic and dam related projects and has served as a lead design engineer for the Dam Bureau; Timothy Carney P.E., the Former Administrator of the Engineering & Construction Section of the Dam Bureau who has more than 20 years of experience as a geotechnical engineer and has been responsible for the operation and maintenance of some of the state's largest dams; and Kent R. Finemore, P.E., Assistant Chief Engineer of the Dam Bureau, who has over 25 years of experience as an engineer for civil design and construction. The committee established a short-list of firms to complete an in-person interview based on criteria provided by the team. The short list of firms who received, and accepted, an invitation to be interviewed included:

- GZA, Inc. - Bedford, NH
- AECOM - Chelmsford, MA
- Gannett Fleming - Lebanon, NH

In preparation for the interviews, the firms were sent five Draft Task Orders which represented typical scopes of work to be completed under the contract. Each firm provided proposals in response to the Draft Task Orders to the committee prior to the interviews. DES conducted interviews of each firm at the NHDES offices in Concord in November 2017.

Members of the selection committee reviewed the responses to the five Draft Task Orders, conducted the interviews, and ranked the three firms. Rankings were based on firm experience, technical approach to the Draft Task Orders, staff experience, and scope of services and proposed schedules for the Draft Task Orders. The firm ranked first by the majority of the members of the Selection Committee would be the selected firm with whom NHDES would negotiate a final scope of work and price.

A scoring summary is provided in Table AT-1 on page AT-2. As shown in the summary, all four members of the Selection Committee chose Gannet - Fleming, and they were selected. Following the selection, NHDES commenced negotiations with Gannet - Fleming to establish a fee schedule for future as-needed task orders. The negotiated fees are fair and reasonable for the anticipated scopes of work.

Table AT-1

Firm Rankings For Responses to RFQ

Firm	Reviewer 1	Reviewer 2	Reviewer 3	Reviewer 4	Final Rank
Pare Corporation	10	14	12	8	12
Holden Engineering & Surveying	16	17	17	15	18
H T E	9	15	13	11	13
Dubois and King	12	7	10	12	10
Wright - Pierce	8	6	9	9	7
GZA	2	2	4	3	3
H.L. Turner Group	10	10	11	12	11
Kleinschmidt	6	5	8	10	6
Sevee & Mahar	17	11	18	18	16
AECOM	1	3	3	1	2
Gannett Fleming	2	1	1	2	1
Schnabel Engineering	5	4	2	4	4
Stephen's Associates	12	12	16	17	15
OBG	4	7	6	7	5
GeoInsight	18	16	14	16	16
Tighe & Bond	15	9	5	6	9
WSP - USA	7	13	7	5	7
Gomez and Sullivan Engineers	14	8	15	12	14

Firm Rankings For Interviews

Firm	Reviewer 1	Reviewer 2	Reviewer 3	Reviewer 4	Final Rank
Gannett Fleming, Inc.	1	1	1	1	1
AECOM	2	3	2	2	2
GZA GeoEnvironmental, Inc.	3	2	3	3	3