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The State of New Hampshire

Department of Environmental Services

Robert R. Scott, Commissioner

162

May 22, 2023

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

REQUESTED ACTION

Authorize the Department of Environmental Services (DES) to enter into a **SOLE SOURCE** amendment to PO #1053908 with Brown and Caldwell, Inc. (Vendor Code #230406-R001) Andover, Massachusetts for engineering and construction oversight services for the Winnipesaukee River Basin Program (WRBP) by increasing the contract amount by $1,200,000, from $800,000 to $2,000,000, and extending the contract completion date to June 30, 2025 from June 30, 2023 effective upon Governor and Council approval. The original contract was approved by the Governor and Council on October 26, 2016, Item #72 and amended on June 24, 2020, Item #122. 100% Capital funds.

Funding is available in the account as follows.

	FY23
03-44-44-442030-9313-034-500161	$1,200,000

Dept. Environmental Services, L21:1V6-WRBP Collection Upgrade, Capital Projects

EXPLANATION

Approval of this amendment will authorize Brown and Caldwell to continue to provide engineering services in support of the operations, maintenance, compliance, and necessary capital improvements of the WRBP infrastructure located in the Lakes Region. This is a **Sole Source** request since the amount of the amendment is greater than 10 percent of the original contract price limitation and continuing this support with Brown and Caldwell will allow the WRBP to advance the $10M Solids Handling Upgrade Project from 30% design to 100% design including producing bidding documents. Brown and Caldwell completed the Solids Handling Master Plan for the WRBP Franklin WWTF, a Basis of Design Report for selected infrastructure upgrades, and the 30% Design under the current contract; making their project team the technical experts in the facility upgrades and retrofits that are necessary to successfully complete this complex capital project through construction. The Solids Handling Upgrade Project Phase 1 includes improvements to the sludge thickening, anaerobic digestion, and digester gas management and utilization at the Franklin WWTF. The final design and bidding are anticipated to take 10-12 months with construction to proceed after competitive selection of a contractor. The WRBP Advisory Board supports this project as evidenced by the letter included with the approved CWSRF loan in place for project funding. $607,885 of the current contract has been expended to date.

www.des.nh.gov
29 Hazen Drive • PO Box 95 • Concord, NH 03302-0095
(603) 271-3503 • Fax: 271-2867 • TDD Access: Relay NH 1-800-735-2964

Other as-needed engineering support during the contract term may also include, but is not limited to:

- Planning studies, alternatives analyses, feasibility studies or design for projects such as those included in the 10-year Capital Improvements Plan (CIP) approved by the WRBP Advisory Board.
- Inspections, design, bidding assistance and construction management for projects deemed necessary to address unexpected problems or to repair/modify existing infrastructure due to deterioration or operational issues.

The WRBP owns and operates the wastewater collection and treatment system for 10 communities that receive the benefit of the services. The WRBP serves the communities of Moultonborough, Center Harbor, Meredith, Gilford, Laconia, Sanbornton, Belmont, Tilton, Northfield, and Franklin that are represented by the WRBP Advisory Board.

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

We respectfully request your approval of this item.

Robert R. Scott, Commissioner

*ATTACHMENT #5 – **part 8e***

January 18, 2022

Kathie Bourret, CWSRF Federal Provisions Administrator
N.H. Department of Environmental Services
Wastewater Engineering Bureau
P.O. Box 95
Concord, NH 03302-0095

RE: Winnipesaukee River Basin Program (WRBP)
Solids Handling Upgrades Phase I
Clean Water State Revolving Fund Loan Application

Ms. Bourret:

On behalf of the WRBP Advisory Board, I affirm the Advisory Board's support of the WRBP's Solids Handling Upgrades Phase I project and NHDES-WRBP's request to enter into an agreement to borrow money from the State Clean Water State Revolving Fund with a repayment term of twenty years for the construction of the project.

Sincerely,

Wesley B. Anderson, PE
Chairman, WRBP Advisory Board
Director of Public Works, City of Laconia

cc: Sharon McMillin, NHDES, WRBP - Environmental Program Administrator

AMENDMENT #2
CONTRACT CE 1053908

This Agreement (hereinafter called the "Amendment #2"), dated this _____ day of _____, 2023, by and between the State of New Hampshire acting by and through its Department of Environmental Services, Water Division (hereinafter referred to as the "State") and Brown and Caldwell, Inc. (hereinafter called the "Engineer").

WHEREAS, pursuant to an agreement (hereinafter called the "Agreement") dated June 14, 2016, and approved by the Governor and Council on October 26, 2016 at Item No. 72 as Contract Number CE 1053908 and Amendment #1 approved by the Governor and Council on June 24, 2020 at Item No. 122, the Engineer agreed to perform certain services upon terms and conditions specified in the Agreement and in consideration of payment by the State of certain sums specified therein; and

WHEREAS, pursuant to the provisions of paragraph 18 of the Agreement, the Agreement may be amended, waived or discharged only by written instrument executed by the parties thereto; and

WHEREAS, the Engineer and the State have agreed to amend the Agreement in certain respects;

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties hereto do hereby agree as follows:

1. Amendment and Modification of Agreement:

The Agreement is hereby amended as follows:

A. The price limitation governing the Agreement as set forth in the Agreement (line 1.8 of the General Provisions and as referenced in Exhibit A of the Scope of Services and in Exhibit B, Basis of Payment), shall be increased by $1,200,000 from $800,000 to $2,000,000.

B. The Completion Date as set forth in sub-paragraph 1.7 of the agreement shall be changed from June 30, 2023 to June 30, 2025.

2. Effective Date of Amendment:

This Amendment shall take effect upon the date of approval of this Amendment by the Governor and Executive Council of the State of New Hampshire.

3. Continuation of Agreement:

Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement and the obligations of the parties thereunder, shall remain in full force and effect with the terms and conditions set forth.

IN WITNESS WHEREOF, the parties set their hands as of the day and year first above written.

THE STATE OF NEW HAMPSHIRE
Department of Environmental Services

By: _____ **DATE:** 5/24/23
Robert R. Scott, Commissioner

Brown and Caldwell, Inc.

By: _____ **DATE:** 4/28/23
Lauren Fahnestock, Vice President

Acknowledgment:

State of Pennsylvania County of Delaware

On this 28th day of April, 2023 before the undersigned officer, personally appeared Lauren Fahnestock, and acknowledges himself to be the Vice President of Brown and Caldwell, Inc, who executed the foregoing instrument for the purposes therein contained.

COMMONWEALTH OF PENNSYLVANIA - NOTARY SEAL
Jessica Kapadia Notary Public
Delaware County
My Commission Expires 12/21/2026
Commission #1344007

IN WITNESS THEREOF, I hereunto set my hand and official seal.

_____ Jessica Kapadia, Admin.
Name and Title of Notary Public

Approval by ATTORNEY GENERAL Form, Substance and Execution):

_____ (K. Allen Brooks) 6/9/23
Assistant Attorney General Signature Date

Approved by the GOVERNOR and COUNCIL, this _____ day of _____, 2023

TASK ORDER NO. 7

TO

AGREEMENT BETWEEN

NEW HAMPSHIRE DEPARTMENT OF ENVIRONMENTAL SERVICES - WINNIPESAUKEE RIVER BASIN PROGRAM

AND

BROWN AND CALDWELL FOR

AS-NEEDED ENGINEERING SERVICES

This Task Order Agreement made the __1st___ day of __May_____, 2023 by and between the New Hampshire Department of Environmental Services — Winnipesaukee River Basin Program, (hereinafter called WRBP and/or CLIENT), and BROWN AND CALDWELL (hereinafter called BC or ENGINEER).

WHEREAS, an Agreement was executed on October 26, 2016 (Item #72) between the CLIENT and ENGINEER, which Agreement is entitled "As-Needed Engineering Services" hereinafter referred to as AGREEMENT. Terms of the AGREEMENT are incorporated herein by reference.

WHEREAS, CLIENT desires assistance with preliminary engineering design services for solids handling improvements at the Franklin Wastewater Treatment Facility (WWTF) as described in the Solids Handling Master Plan.

NOW, THEREFORE, in consideration of said AGREEMENT and other good and valuable considerations, it is hereby agreed and acknowledged by and between CLIENT and ENGINEER to execute this Task Order as follows:

Scope of Work: The Scope of Work for the Task Order shall be as follows:

Project Background

Under Task Order (TO) No. 1, New Hampshire Department of Environmental (NHDES) staff operating the Winnipesaukee River Basin Program (WRBP) with Brown and Caldwell (BC) developed a Solids Handling Master Plan to outline a 20-year roadmap for solids handling and processing equipment improvements at the Franklin Wastewater Treatment Facility (WWTF). The Solids Handling Master Plan was developed to identify the necessary upgrades, process modifications, and state of good repair projects that the WRBP needs to undertake over the course of the next 20-year planning period.

The Solids Handling Master Plan recommended improvements to three process areas: sludge thickening, anaerobic digestion, and digester gas management and utilization. Given the severity of the corrosion of the existing digester gas management system and corresponding risk for digester gas leaks, this area was determined to be the highest priority for advancement to design. In addition, a condition assessment of the digester covers was recommended to determine their remaining useful life and prioritize replacement of the anaerobic digestion system.

Under TO No. 2, BC and WRBP developed a scope of work for conceptual (10%) and preliminary (30%) design services for improvements to the digester gas management system and digester cover inspection by the original digester cover manufacturer (Evoqua). BC completed conceptual design of the digester gas management system improvements, coordinated the cover inspection, and provided WRBP summary reports for both tasks in June and July of 2020, respectively. The conceptual design of the digester gas

management system proposed a new, above grade piping, condensate management, and waste gas burner system. Evoqua stated that the digester covers were in good condition in their inspection report and could remain in service for the planning horizon (20 years).

Under TO No. 4, BC completed conceptual (10%) and preliminary (30%) design of the remaining solids handling facilities identified under the Solids Handling Master Plan; namely, improvements to sludge thickening, anaerobic digestion and digester gas handling. The 30% design documents were submitted to WRBP in August 2022. The objective of this TO No. 7 is to provide WRBP with the detailed engineering design and bid support services for improvements to the sludge thickening, digester and concomitant building heating, digester gas handling, and anaerobic digestion facilities (collectively called Solids Handling Upgrades).

Task Order 7 includes the following tasks outlined below to be completed by BC:

Item 1 Solids Handling Upgrades 60% Design

Item 1.1 Design Activities

Objective: BC to advance design items from the Preliminary (30%) Design Phase to the Intermediate Design (60%) stage.

Activities: Completed construction documents in the 60% Design submission will include resolution and incorporation of all comments submitted during the 30% design review. In addition, this task includes the following activities:

- BC to prepare detailed design drawings per the drawing list provided as part of this scope of work. Detailed design drawings and specifications will reflect the following project elements.
  - Design elements from preliminary (30%) design under TO No. 4, including:
    - Installation of a rotary drum thickener (RDT) and associated sludge holding tank, transfer pumps and process interconnections
    - Reconfigured digester feed piping
    - Installation of a new polymer storage tote and feed system
    - Installation of new combined unit sludge heat exchangers (HEX) and boilers
    - Installation of new cover-mounted linear motion mixers (LMM) on the primary digesters. Cover modifications will be designed by the cover manufacturer (Evoqua).
    - Reconfigured digester gas piping from each digester and new waste gas burners
    - New Condensate Control Building and associated drainage system
    - Modifications to the Digester Building (all levels)
  - New electrical and controls to service new equipment listed above
  - Civil site modifications, including new paved areas as per client markup received on 12/1/22 and re-grading around all four digesters
  - HVAC modifications required to meet applicable classification codes and reuse excess heat from the new HEX/boilers
    - Hot water piping will be provided for the digester and thickener buildings and extended to the Administration building to allow for flexibility in utilizing excess heat.

- Site visits as needed to confirm detailed design information needs.
- 60% Design Workshop (Virtual)

- BC will provide support to the geotechnical subcontractor as well review any reports and findings provided from the contractor.

Deliverables: Deliverables will include the following:

- Response to 30% Design review comments in excel and word (email responses). The scanned comments will be responded to in pdf form.
- 60% Design drawings (nearly complete general, architectural, process mechanical, instrumentation and electrical) to be delivered electronically.
- Draft specifications for all divisions to be delivered electronically.
- AACE Class 2 (-15% to +20%) engineer's cost estimate
- 60% Design Virtual Workshop Presentation and Meeting Minutes

Item 1.2 Permitting Support

Objective: To support WRBP in obtaining environmental permits required prior to construction.

Activities: BC has reviewed air permitting regulations as they apply to the proposed modifications. As proposed, the digester gas-fired boilers are potentially subject to air permitting under New Hampshire's Chapter Env-A 1400, Regulated Toxic Air Pollutants (RTAP).

Per Env-A 1402.02 (J), the facility could be exempt from the RTAP if it satisfies the following two requirements:

(1) The facility is not required to develop a pretreatment program to control pollutants received by the POTW from non-domestic sources, in accordance with 40 CFR 403, General Pretreatment Regulations for Existing and New Sources of Pollution; <u>and</u>
(2) The facility has a national pollutant discharge elimination system (NPDES) permit, in accordance with section 402 of the Clean Water Act, 33 U.S.C. 1251 et seq. [1402.02 (J)]

BC assumes that the facility does not qualify for an exemption under Env-A 1402.02(J) and will further evaluate a permitting exemption under Env A-1403 based on emissions less than the toxics thresholds. BC will estimate hourly and annual toxics emissions from the proposed boilers and compare the emissions to the de minimis thresholds in Env-A 1400. If any compound exceeds its respective de minimis level, BC will evaluate in-stack or adjusted concentrations based on the methods in Env-A 1404.04 and Env-A 1404.05. BC has assumed that air dispersion modeling and permitting will not be required. If necessary, a separate task order will be developed for modeling.

Item 2 Solids Handling Upgrades 90% Design

Objective: BC to advance design items from the 60% Design Phase to the 90% Design stage.

Activities: Completed construction documents in the 90% Design submission will include resolution and incorporation of all accepted comments submitted during the 60% design review. 90% Design documents will include all design elements identified in Item 1 above, with all drawings and specifications nearly complete. Drawings will be submitted to the required local, state and federal agencies to obtain the required permits to bid and to construct. See Item 5 for further discussion on permitting support.

Deliverables: Deliverables will include the following:

- Response to 60% Design review comments in excel and word (email responses). The scanned comments will be responded to in pdf form.
- 90% Design Draft drawings (all sheets for all disciplines) to be delivered electronically.
- 90% Design Draft specifications for all divisions to be delivered electronically.
- AACE Class 1 engineer's cost estimate
- 90% Design Virtual Workshop Presentation and Meeting Minutes

Deliverables: BC will provide a brief memo describing the results of the air toxics compliance evaluation for the boilers concurrent with the 90% design submittal.

Item 3 Solids Handling Upgrades Final (100%) Design

Objective: BC to advance design items from the 90% Design Phase to the Final (100%) Design stage.

Activities: All 100% Design Construction Contract Documents consisting of all drawings and specifications for the construction of the Project will be submitted to WRBP and DES-WEB Design Review in electronic format and three (3) copies in hard copy assuming half-size drawing sets. Electronic submittal shall include PDFs of all drawings and specifications along with native format (Microsoft Word and CAD) versions of drawings and specifications.

Deliverables: Deliverables will include the following:

- Response to 90% Design review comments and incorporate into final design, as necessary.
- 100% Design Final signed and sealed specifications and drawings submitted electronically.
- AACE Class 1 (-10% to +15%) engineer's estimate

Item 4 Bid Services

Objective: To support WRBP during the bid period.

Activities: The BC team will assist WRBP in answering technical questions that may arise during the bidding period. BC will also prepare two addenda to the contract documents, including revisions to the drawings and specifications, as required. The BC team will provide recommendations on the acceptability of substitute materials and equipment. Select members of the BC team will attend a pre-bid meeting and will assist WRBP in reviewing the qualifications of the low bidders and developing recommendations for contract award.

Deliverables: BC shall prepare pre-bid meeting minutes as well as develop and issue addenda. After bids are received, BC will provide a tabulation and written recommendations for award. Conformed bid documents will be created and provided to the Client in hard copy and electronic copy at the end of the bid period. Six (6) copies in hard copies will be provided. Five (5) sets will contain half sized drawings and one (1) will consist of a set of full-size drawings. Each hard copy set will contain specifications.

Overall Project Assumptions

1. NHDES will provide safe access to all required areas of the site for the purposes of project design. If site visit will be conducted, BC staff will present internal field operations guidance document to NHDES staff for review and will comply with guidance during site visit. BC will comply with all NH and NHDES policies if more stringent that BC's.
2. NHDES will make available in a timely manner all drawings, records, and site information obtained relative to the project, including topographical survey, and information related to any and all underground utilities, hazardous materials, easements, permits, geotechnical investigations, lab data, environmental surveys, etc. as necessary for completion of the work under the above detailed scope.
3. The design will rely on the accuracy of record drawings, historical records, geotechnical and survey data provided by NHDES. Based on the previous survey conducted during preliminary design, no additional survey is required at this time unless a change in a location of the flare or new structures is determined and is located outside of the survey's boundaries. If an additional survey is required, a separate task order will need to be completed.
4. Client to provide front end specifications for Bidding and Contract requirements.
5. Additional project needs such as verification of data, detailed process analysis, and field verification of record drawings is not included but can be provided as additional services.
6. NHDES will review the draft submittals for accuracy of understanding of the issues and data assumptions. NHDES will provide one set of compiled written comments.
7. BC is not responsible for any schedule or cost impacts related to delays caused by protracted reviews, changes in scope of work, or other situations outside of our control.
8. BC is not responsible for additional effort that may be required for issues related to unknown conditions that may impact the design or construction.
9. Biogas characteristics will be based on the 2012 Tighe & Bonds CHP Feasibility study as provided by WRBP, if any additional emissions factors are required, BC will attempt to identify readily available emission factors (e.g., Webfire).
10. BC assumes that an air toxics compliance demonstration has been completed for all existing sources and is not included in this scope. If there is overlap in emissions from existing sources, WRBP will provide relevant process information to evaluate facility-wide impacts.
11. It is assumed that Evoqua will produce stamped and sealed existing digester cover modification design documents. This work will be completed as part of the construction phase.
12. Any required building permits will be completed by the contractor.

The schedule is estimated to be as follows.

Activity	Length of Time
60% Design Submittal	18 weeks from NTP
60% Design Workshop	
Client Review Period	4 weeks from receipt of 60% submittal
90% Design Submittal	15 weeks from receipt of client review comments
90% Design Workshop	
Client Review Period	4 weeks from receipt of 90% submittal
Final Design Submittal	8 weeks from receipt of client review comments

3. **Additional Services**: During ENGINEER's work on the project, it may become apparent to either CLIENT or ENGINEER that Additional Services not included in the basic Scope of Services are desired. ENGINEER will undertake to provide such Additional Services upon CLIENT's written authorization.

4. **Compensation**: The CLIENT agrees to pay and the ENGINEER agrees to accept for services associated with Item 1 (60% design including geotechnical support and air permitting) in the above Scope of Services a maximum fee of $463,314, for services associated with Item 2 (90% design) a maximum fee of $293,822, for services associated with Item 3 (final design and bid support) a maximum fee of $107,020 and for services associated with Item 4 (bid services) a maximum fee of $14,646 in accordance with the terms in Exhibit B of the Agreement. Refer to the attached Breakdown of Fee Table and 5700 form for breakdown of effort and rates. CLIENT and ENGINEER may, by mutual agreement, move available funds between subtasks to best complete the scope of services; not to exceed the Task Order No. 7 budget of $878,802 without prior written authorization via task order modification.

IN WITNESS WHEREOF, the parties hereto have made and executed this TASK ORDER to said AGREEMENT as of the day and year first above written.

Authorization to proceed with task subtasks of Task Order No. 7 which may be executed in parts and electronic signature via scan is acceptable.

ENGINEER:

BROWN AND CALDWELL

By: _____

(Authorized Representative)

Date: 4/26/23

CLIENT:

WINNEPESAUKEE RIVER BASIN PROGRAM

By: _____

(Authorized Representative)

Date: 4/28/23

APPROVED:*
DEPARTMENT OF ENVIRONMENTAL SERVICES: Water Division

By: _____
(Authorized Representative) Dennis P Greene

Date: _____ 5/1/23

**It is agreed that as an act in furtherance of its statutory authority to approve engineering agreements for treatment works, the DIVISION's approval does not impose any contractual obligation or liability on the State of New Hampshire, the Department of Environmental Services or the Division.*

Authorization to Proceed with Specific Tasks

Item 1 above.

NHDES-WRBP
By: _____
Title: Environmental Program Administrator
Date: 5/2/23

BROWN AND CALDWELL
By: _____
Title: New England Operations Manager
Date: 5/2/23

Item 2 above.

NHDES-WRBP
By: _____
Title: _____
Date: _____

BROWN AND CALDWELL
By: _____
Title: _____
Date: _____

Item 3 above.

NHDES-WRBP

By: _____

Title: _____

Date: _____

BROWN AND CALDWELL

By: _____

Title: _____

Date: _____

Item 4 above.

NHDES-WRBP

By: _____

Title: _____

Date: _____

BROWN AND CALDWELL

By: _____

Title: _____

Date: _____

COST OR PRICE SUMMARY FORMAT FOR SUBAGREEMENTS UNDER NH SAG & SRF	Form Approved DES 02/06

PART I - GENERAL

1. GRANTEE / LOANEE	2. GRANT/LOAN NO.
3. NAME OF CONTRACTOR OR SUBCONTRACTOR Brown and Caldwell	4. DATE OF PROPOSAL
5. ADDRESS OF CONTRACTOR OR SUBCONTRACTOR (Include ZIP) One Tech Drive, Suite 310 Andover, MA 01810-2435	6. TYPE OF SERVICE TO BE FURNISHED Engineering Design

PART II - COST SUMMARY

7. DIRECT LABOR (Specify labor categories)	HOURS	HOURLY RATE	ESTIMATED COST	TOTALS
Principal	16	$ 96.15	$1,538.40	
Project Manager	208	$ 64.06	$13,324.48	
Senior Technical Advisor	301	$ 97.40	$29,317.40	
Design Manager	200	$ 60.90	$12,180.00	
Discipline Leads	321	$ 82.47	$26,472.87	
Senior Engineer	955	$ 63.06	$60,222.30	
Staff Engineer	1324	$ 41.83	$55,382.92	
Cost Estimator	126	$ 79.04	$9,959.04	
Designer/CAD	1250	$ 49.93	$62,412.50	
Administrative	32	$ 42.26	$1,352.32	
Clerical	72	$ 27.86	$2,005.92	
DIRECT LABOR TOTAL:				$274,168.15
8. INDIRECT COSTS (Specify indirect cost pools)	RATE	X BASE =	ESTIMATED COST	
Fringe and Overhead	1.8337	$274,168.15	$502,742.14	
INDIRECT COSTS TOTAL:				$502,742.14
9. OTHER DIRECT COSTS				
a. TRAVEL			ESTIMATED COST	
(1) TRANSPORTATION			$4,000.00	
(2) PER DIEM			4000	
TRAVEL COSTS TOTAL:			$8,000.00	
b. EQUIPMENT, MATERIALS, SUPPLIES *(Specify categories)*	QTY	COST	ESTIMATED COST	
EQUIPMENT SUBTOTAL:			$ -	
c. SUBCONTRACTS			ESTIMATED COST	
Geotechnical (assumes boring work not survey)			$ 14,600.00	
Structural			$ -	
Electrical			$ -	
Architectural			$ -	
SUBCONTRACTS SUBTOTAL:			$ 14,600.00	
d. OTHER *(Specify categories)*			ESTIMATED COST	
Reproduction			$ 1,600.00	
QA/QC				
OTHER SUBTOTAL:			$1,600	
e. OTHER DIRECT COSTS TOTAL:				$ 24,200
10. TOTAL ESTIMATED COST				$ 801,110
11. PROFIT				$ 77,692
12. TOTAL PRICE				$ 878,802

PART III - PRICE SUMMARY

COMPETITOR'S CATALOG LISTINGS, IN-HOUSE ESTIMATES, PRIOR QUOTES	PROPOSED PRICE

PART IV - DIRECT LABOR BY CATEGORY

14. INSERT THE APPROPRIATE WORK CATEGORY IN THE TABLE BELOW. WORK CATEGORIES WOULD INCLUDE BUT NOT BE LIMITED TO THOSE CATEGORIES SHOWN IN THE CONTRACT DOCUMENTS SUCH AS DESIGN, SURVEY, SUBSURFACE, CADASTRAL, O&M MANUAL, ADMINISTRATION, INSPECTION, RECORD DWGS, START-UP, SPECIAL SERVICES, ETC.

Work category	60% Design	Geotechnical Engineering Review	90% Design	Final Design	Bid Phase	Total Hours	Rate	Cost
Principal	8		6	2		16	$ 96.15	$ 1,538.40
Project Manager	90		60	40	18	208	$ 64.06	$ 13,324.48
Senior Technical Advisor	114	60	87	36	4	301	$ 97.40	$ 29,317.40
Design Manager	90		60	40	10	200	$ 60.90	$ 12,180.00
Discipline Leads	157		126	34	4	321	$ 82.47	$ 26,472.87
Senior Engineer	518		321	102	14	955	$ 63.06	$ 60,222.30
Staff Engineer	665	8	484	143	24	1324	$ 41.83	$ 55,382.92
Cost Estimator	47		52	27		126	$ 79.04	$ 9,959.04
Designer/CAD	662		447	141		1250	$ 49.93	$ 62,412.50
Administrative	12		12	6	2	32	$ 42.26	$ 1,352.32
Clerical	27		22	15	8	72	$ 27.86	$ 2,005.92
Subtotals	$134,576.90	$ 6,178.64	$94,976.33	$33,760.56	$4,675.72			
Total - Direct Labor Cost								$ 274,168.15

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that BROWN AND CALDWELL is a California Profit Corporation registered to do business in New Hampshire as BROWN AND CALDWELL, INC. on May 01, 2000. 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: **346152**

Certificate Number: **0006216131**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 25th day of April A.D. 2023.

David M. Scanlan

Secretary of State

CERTIFICATE OF ASSISTANT SECRETARY
OF
BROWN AND CALDWELL,
A CALIFORNIA CORPORATION

I, the undersigned, do hereby certify that:

1. I am the duly elected and acting Assistant Secretary of Brown and Caldwell, a California corporation, and am keeper of the corporate records and seal of said corporation.

2. At the annual meeting of the Board of Directors on February 9, 2023, the following resolution was adopted:

   BE IT RESOLVED that appointment of the individuals, whose names appear on the attached list titled Brown and Caldwell Directors and Officers with Signature Authority – January 2023, to the offices indicated is approved and ratified effective January 1, 2023, unless otherwise indicated; and

   BE IT FURTHER RESOLVED that said individuals are appointed to hold the office indicated at the pleasure of the Board of Directors of this corporation until the next annual meeting of the Board of Directors of this corporation or until his/her respective successor is elected or qualified, or until his/her earlier resignation; and

   BE IT FURTHER RESOLVED that these individuals are authorized to financially commit the corporation in accordance with the Company procedures and policies within his/her respective area of responsibility or as stated in the Bylaws.

3. Lauren A. Fahnestock is a Vice President of Brown and Caldwell, is so identified in the February 9, 2023, resolution referenced above, and in that capacity, is duly authorized to financially commit the corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Corporation this 27th day of April, 2023.

SIGNED: Yolanda Harden

YOLANDA HARDEN, Assistant Secretary

(SEAL)

CALIFORNIA ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Contra Costa }

On April 27, 2023 before me, Casey K. Konrai, Notary Public
Date *Here Insert Name and Title of the Officer*

personally appeared Yolanda Harden
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

CASEY K. KONRAI
Notary Public - California
Contra Costa County
Commission # 2347719
My Comm. Expires Feb 18, 2025

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Casey K. K
Place Notary Seal and/or Stamp Above *Signature of Notary Public*

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: Certificate of Assistant Secretary
Document Date: April 27, 2023 Number of Pages: 1
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Yolanda Harden	Signer's Name: _____
☒ Corporate Officer – Title(s): Assistant Secretary	☐ Corporate Officer – Title(s): _____
☐ Partner – ☐ Limited ☐ General	☐ Partner – ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other: _____	☐ Other: _____
Signer is Representing: Brown & Caldwell	Signer is Representing: _____

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CERTIFICATE OF LIABILITY INSURANCE

5/31/2024

DATE (MM/DD/YYYY) 5/18/2023

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
kcasu@lockton.com

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

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Fire Insurance Company	19682
INSURER B : Lloyds of London	
INSURER C : Property and Casualty Ins Co of Hartford	34690
INSURER D : Twin City Fire Insurance Company	29459
INSURER E : Zurich American Insurance Company	16535
INSURER F : Hartford Underwriters Insurance Company	30104

INSURED
1382016
BROWN AND CALDWELL
AND ITS WHOLLY OWNED SUBSIDIARIES
AND AFFILIATES
201 NORTH CIVIC DRIVE, SUITE 300
WALNUT CREEK CA 94596

COVERAGES * **CERTIFICATE NUMBER:** 19516915 **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	
A	X COMMERCIAL GENERAL LIABILITY	N	N	37CSEQU1172	5/31/2023	5/31/2024	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 2,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY	N	N	37CSEQU1173	5/31/2023	5/31/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
F	X ANY AUTO			37CSEQU1174	5/31/2023	5/31/2024	BODILY INJURY (Per person)	$ XXXXXXX
A	OWNED AUTOS ONLY / SCHEDULED AUTOS			37CSEQU1175	5/31/2023	5/31/2024	BODILY INJURY (Per accident)	$ XXXXXXX
	X HIRED AUTOS ONLY / X 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
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		N	37WNQU1170	5/31/2023	5/31/2024	X PER STATUTE / OTH-ER	
D	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N	N/A		37WBRQU1171	5/31/2023	5/31/2024	E.L. EACH ACCIDENT	$ 2,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	$ 2,000,000
B	PROFESSIONAL LIAB.	N	N	LDUSA2300482	5/31/2023	5/31/2024	$1,000,000 PER CLAIM/AGG	
E	PROPERTY			CPP9244909	5/31/2023	5/31/2024	BLKT. PROP./BUS. INC./VAL. PAPERS/A.A./R.C./SPEC. FORM	

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

RE: BC SID 103813 – CONTRACT NO 1053908: NHDES SOLIDS HANDLING DESIGN. THIRTY DAYS NOTICE OF CANCELLATION BY THE INSURER WILL BE PROVIDED TO THE CERTIFICATE HOLDER WITH RESPECT TO THE GENERAL LIABILITY AND WORKERS' COMPENSATION/EMPLOYER'S LIABILITY POLICIES. TEN (10) DAYS NOTICE WILL BE PROVIDED IN THE EVENT OF NONPAYMENT OF PREMIUM.

CERTIFICATE HOLDER

19516915
NHD-25
NHDES-WRBP FRANKLIN WWTP
ATTN: SHARON MCMILLIN
528 RIVER ST
PO BOX 68
FRANKLIN NH 03235

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

Josh M Agnello

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The State of New Hampshire

Department of Environmental Services

Robert R. Scott, Commissioner

May 22, 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 # 122

REQUESTED ACTION

Authorize the Department of Environmental Services (DES) to enter into a **SOLE SOURCE** amendment to contract #1053908 with Brown and Caldwell, Inc. (Vendor Code #230406–R001) Andover, Massachusetts for as-needed engineering services for the Winnipesaukee River Basin Program (WRBP) by increasing the contract amount by $500,000, from $300,000 to $800,000, and extending the contract completion date to June 30, 2023 from June 30, 2020, effective upon Governor and Council approval. The original contract was approved by the Governor and Council on October 26, 2016 Item No. 72. 100% WRBP Funds.

Funding is available in the account as follows, with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office, if needed and justified. Funding for FY2022 - FY2023 is contingent upon appropriation and availability of funds.

	FY2021	FY2022	FY2023
03-44-44-442010-54260000-046-500463	$200,000	$150,000	$150,000

Dept. Environmental Services, Winnipesaukee River Basin, Replacement Fund, Consultants

EXPLANATION

Approval of this **Sole Source** request will authorize Brown and Caldwell (B&C) to complete negotiated task orders and continue to provide engineering services in support of the operations, maintenance, compliance, and improvements of the WRBP infrastructure located in the Lakes Region. The DES-WRBP owns and operates the wastewater collection and treatment system for 10 communities that receive the benefit of the services. The WRBP serves the communities of Moultonborough, Center Harbor, Meredith, Gilford, Laconia, Sanbornton, Belmont, Tilton, Northfield, and Franklin that are represented by the WRBP Advisory Board. This is a **Sole Source** request since the amount of the amendment is greater than 10 percent of the original contract price limitation and the amendment seeks to continue the specialized services contemplated in the original Governor and Council approved contract.

The Solids Handling Master Plan completed by B&C in early 2020 recommended improvements to three critical process areas: sludge thickening, anaerobic digestion, and digester gas management and utilization. Work to be performed under this contract amendment includes:

- The final design of gas management and biogas heating systems and provide contract management and resident engineering during later construction phases. Given the severity of the corrosion of existing digester gas management and utilization systems and corresponding safety risk for digester gas (methane) leaks, this area was determined to be the highest priority for advancement to design.
- Condition inspection of an Anaerobic Digester cover is scheduled for the summer of 2020 to determine its structural integrity and remaining useful life in preparation for installing additional mixing capability to optimize sludge thickening and anaerobic digestion processes. B&C will assist with the inspection and complete alternatives analyses for mixing upgrades or cover replacement based on the condition assessment. The selected option will be advance to final design.

Other as-needed engineering support may also include, but is not limited to:

- Planning studies, alternatives analyses, feasibility studies or design for projects such as those included in the WRBP Capital Investment Plan (CIP) and Solids Handling Master Plan.
- Inspections, design, bidding assistance and construction management for projects deemed necessary to address unexpected problems or to repair/modify existing infrastructure due to deterioration or operational issues.

This engineering support is essential in order for the WRBP to adequately operate and maintain the WRBP facilities. In addition, continued engineering support will allow the WRBP to advance priority projects toward being shovel ready for potential federal stimulus funding. Even if such funding is not provided, these projects are necessary for the long term sustainability of WRBP infrastructure. To date, $210,367 has been spent on the original contract amount of $300,000.

All costs of the WRBP are billed back to the users of the facilities, as provided in RSA 485-A:50; there is no General Fund contribution to the WRBP.

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

We respectfully request your approval of this item.

Robert R. Scott, Commissioner

AMENDMENT #1
CONTRACT CE 1053908

This Agreement (hereinafter called the "Amendment #1"), dated this _____ day of_____, 2020, by and between the State of New Hampshire acting by and through its Department of Environmental Services, Water Division (hereinafter referred to as the "State") and Brown and Caldwell. (hereinafter called the "Engineer").

WHEREAS, pursuant to an agreement (hereinafter called the "Agreement") dated June 14, 2016, and approved by the Governor and Council on October 26, 2016 at Item No. 72 as Contract Number CE 1053908, the Engineer agreed to perform certain services upon terms and conditions specified in the Agreement and in consideration of payment by the State of certain sums specified therein; and

WHEREAS, pursuant to the provisions of paragraph 18 of the Agreement, the Agreement may be amended, waived or discharged only by written instrument executed by the parties thereto; and

WHEREAS, the Engineer and the State have agreed to amend the Agreement in certain respects;

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties hereto do hereby agree as follows:

1. **Amendment and Modification of Agreement:**

The Agreement is hereby amended as follows:

A. The price limitation governing the Agreement as set forth in the Agreement (line 1.8 of the General Provisions and as referenced in Exhibit A of the Scope of Services and in Exhibit B, Basis of Payment), shall be increased by $500,000 from $300,000 to $800,000.

B. The Completion Date as set forth in sub-paragraph 1.7 of the agreement shall be changed from June 30, 2020 to June 30, 2023.

2. **Effective Date of Amendment:**

This Amendment shall take effect upon the date of approval of this Amendment by the Governor and Executive Council of the State of New Hampshire.

3. **Continuation of Agreement:**

Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement and the obligations of the parties thereunder, shall remain in full force and effect with the terms and conditions set forth.

IN WITNESS WHEREOF, the parties set their hands as of the day and year first above written.

THE STATE OF NEW HAMPSHIRE
Department of Environmental Services

By: _____ DATE: 5/26/20
Robert R. Scott, Commissioner

BROWN AND CALDWELL

By: _____ DATE: 4/27/20
Deborah Mahoney, Senior Manager

Acknowledgment:

State of MASSACHUSETTS County of ESSEX

On this 27th day of APRIL, 2020 before the

undersigned officer, personally appeared DEBORAH MAHONEY,

and acknowledges him/herself to be the SENIOR MANAGER of

BROWN AND CALDWELL, who executed the foregoing instrument for the

purposes therein contained.

CLAIRE J EGAN
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires On
February 19, 2027

IN WITNESS THEREOF, I hereunto set my hand and official seal.

Claire J Egan CLAIRE J EGAN, ADMINISTRATIVE MANAGER
Name and Title of Notary Public

Approval by ATTORNEY GENERAL Form, Substance and Execution):

_____ 6/4/2020
Assistant Attorney General Signature Date

Approved by the GOVERNOR and COUNCIL, this day of , 2020

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 BROWN AND CALDWELL is a California Profit Corporation registered to do business in New Hampshire as BROWN AND CALDWELL, INC. on May 01, 2000. 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: 346152
Certificate Number: 0004894989

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 17th day of April A.D. 2020.

William M. Gardner
Secretary of State

CERTIFICATE OF SECRETARY
OF
BROWN AND CALDWELL,
A CALIFORNIA CORPORATION

I, the undersigned, do hereby certify that:

1. I am the duly elected and acting Secretary of Brown and Caldwell, a California corporation, and am keeper of the corporate records and seal of said corporation.

2. Under policies and procedures duly authorized by the Board of Directors of Brown and Caldwell, Deborah Mahoney is authorized to sign contracts on behalf of the company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Corporation this 29 day of April, 2020.

SIGNED: _____
ROBERT D. GOODSON, Secretary

BROWN AND CALDWELL INCORPORATED NOV. 7, 1958 CALIFORNIA

(SEAL)

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

5/31/2020

DATE (MM/DD/YYYY) 5/17/2019

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.

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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 : Hartford Fire Insurance Company	19682
INSURER B : Zurich American Insurance Company	16535
INSURER C : Property and Casualty Ins Co of Hartford	34690
INSURER D : Twin City Fire Insurance Company	29459
INSURER E : Lloyds of London	
INSURER F :	

INSURED
1476789
BROWN AND CALDWELL
AND ITS WHOLLY OWNED SUBSIDIARIES
AND AFFILIATES
201 NORTH CIVIC DRIVE, SUITE 300
WALNUT CREEK CA 94596

COVERAGES CERTIFICATE NUMBER: 14028708 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	
A	X COMMERCIAL GENERAL LIABILITY	N	N	37CSEQU1172	5/31/2019	5/31/2020	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 2,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	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
C D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		N	37WNQU1170	5/31/2019	5/31/2020	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N]	N/A		37WBRQU1171	5/31/2019	5/31/2020	E.L. EACH ACCIDENT	$ 2,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	$ 2,000,000
B	PROPERTY	N	N	CPP9244909	5/31/2019	5/31/2020	BLKT.PROP./BUS.INC./TIB/ VAL.PAPERS/A.A./R.C./ SPEC.FORM INCL.THEFT $1,000,000 CL	
E	PROFESSIONAL			LDUSA1900482	5/31/2019	5/31/2020		

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

RE: AS-NEEDED ENGINEERING SERVICES, BC SID: 59108. THIRTY DAYS NOTICE OF CANCELLATION BY THE INSURER WILL BE PROVIDED TO THE CERTIFICATE HOLDER WITH RESPECT TO THE GENERAL LIABILITY AND WORKERS' COMPENSATION/EMPLOYER'S LIABILITY POLICIES. TEN (10) DAYS NOTICE WILL BE PROVIDED IN THE EVENT OF NONPAYMENT OF PREMIUM.

CERTIFICATE HOLDER

14028708
NHD-21
NHDES-WRBP FRANKLIN WWTP
ATTN: SHARON MCMILLIN
528 RIVER ST
PO BOX 68
FRANKLIN NH 03235

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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ACORD

CERTIFICATE OF LIABILITY INSURANCE

5/31/2021

DATE (MM/DD/YYYY) 5/15/2020

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D	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N	N/A		37WBRQU1171	5/31/2020	5/31/2021	E.L. EACH ACCIDENT	$ 2,000,000
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E	PROFESSIONAL			LDUSA2000482	5/31/2020	5/31/2021		

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AUTHORIZED REPRESENTATIVE:

Joseph M Arpaia

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Sharon McMullen

The State of New Hampshire

DEPARTMENT OF ENVIRONMENTAL SERVICES

Thomas S. Burack, Commissioner

September 21, 2016

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

APPROVED G & C
DATE 10/26/16
ITEM # 72

REQUESTED ACTION

Authorize the Department of Environmental Services (DES) to enter into a contract with Brown and Caldwell, Inc. (Vendor Code #230406) Andover, Massachusetts in the amount of $300,000.00 for as-needed engineering services for the Winnipesaukee River Basin Program (WRBP), effective upon Governor and Council approval through June 30, 2020. 100% WRBP Funds.

Funds are available in the account as follows, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified. Funding for FY 2018-2020 is contingent upon the availability and continued appropriation of funds.

	FY17	FY18	FY19	FY20
03-44-44-442010-1300-046-500463	$75,000	$75,000	$75,000	$75,000

Dept. Environmental Services, Winnipesaukee River Basin, Consultants

EXPLANATION

Approval of this request will authorize Brown and Caldwell to perform as-needed engineering services under negotiated task orders in support of the operations, maintenance, evaluation, compliance, and improvements of WRBP infrastructure. The DES-WRBP owns and operates the wastewater collection and treatment system for 10 communities that receive the benefit of the services. The WRBP serves the communities of Moultonborough, Center Harbor, Meredith, Gilford, Laconia, Sanbornton, Belmont, Tilton, Northfield, and Franklin that are represented by the WRBP Advisory Board.

The WRBP periodically requires miscellaneous engineering services on an as-needed basis or emergency contingency basis. The types of projects that could be assigned as task orders under this as-needed engineering services contract may include, but are not limited to:

- Planning studies, alternatives analyses, feasibility studies or preliminary design for projects such as those included in the WRBP Capital Investment Plan (CIP).
- Projects in the Implementation Plan and Schedule developed by the WRBP based on recommendations from the Maintenance, Operations, and Management (MOM) Study completed in 2013.
- Inspections, design, bidding assistance and construction management for projects deemed necessary to address unexpected problems or to repair/modify existing infrastructure due to

deterioration or operational issues.

- Alternatives analysis, recommendations and preliminary design reports to improve wastewater treatment, anaerobic digester efficiency, assess biogas co-generation alternatives, or for improvements at pump stations. Assistance could also include review of processes and procedures and inspection of process piping and equipment to determine best options to replace deteriorated infrastructure or improve operations or provide support services for wastewater treatment process optimization as part of trials or troubleshooting.

The professional services that are the subject of this contract are more completely described in Exhibit "A" of the subject Agreement.

The engineering firm was selected using the qualifications-based selection process required for consulting engineering services as described in RSA 21-I:22 and the State's Request for Proposal (RFP) dated February 24, 2015. In consultation with the Advisory Board, DES-WRBP staff prepared a detailed RFP. The RFP was advertised in The Union Leader and The Concord Monitor newspapers and posted on the State's Administrative Services Purchase and Property website. Eight firms responded to the solicitation and were independently evaluated by the Selection Team (Team) recommended by the WRBP Advisory Board. Four firms were shortlisted for interviews. Based upon their superior proposals and interviews, the breadth of technical experience and expertise, and in recognition of the various initiatives that the WRBP will be undertaking over the next four years, the Team unanimously recommended that the WRBP enter into a contract with both of the highest ranking firms; Brown and Caldwell was one of those two firms (see Attachment A for Team ranking scores). Entering into a contract with Brown and Caldwell was recommended by the WRBP Advisory Board on March 24, 2016.

The contract price limitation of $300,000 was based on providing sufficient funds ($75,000/FY) to support work on anticipated program initiatives or engineering task orders, as needed. The contract price limitation does not obligate the WRBP to award task orders in the full amount of the price limitation.

All costs of the WRBP are billed back to the users of the facilities, as provided in RSA 485-A:50; there is no General Fund contribution to the WRBP.

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

We respectfully request your approval.

Thomas S. Burack, 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, Concord, NH 03302	
1.3 Contractor Name Brown and Caldwell		1.4 Contractor Address 1 Tech Drive, Suite 310, Andover, MA 01810	
1.5 Contractor Phone Number 978-794-0336	1.6 Account Number 03-44-44-442010-1300-046-500463	1.7 Completion Date June 30, 2020	1.8 Price Limitation $300,000.00
1.9 Contracting Officer for State Agency Sharon McMillin		1.10 State Agency Telephone Number (603) 934-4032	
1.11 Contractor Signature William B. Powers		1.12 Name and Title of Contractor Signatory William B. Powers, Vice President	

1.13 Acknowledgement: State of MA, County of ESSEX

On April 27, 2016, 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] Claire J Egan

CLAIRE J EGAN
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
March 6, 2020

1.13.2 Name and Title of Notary or Justice of the Peace

CLAIRE J EGAN, ADMIN MGR

1.14 State Agency Signature Date: 9/21/2016	1.15 Name and Title of State Agency Signatory Thomas S. Burack, Commissioner

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: 9/29/2016

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 WCP
Date 4/27/16

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 WBP
Date 4/27/16

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 WBP
Date 4/27/16

EXHIBIT A
SCOPE OF SERVICES

I. The Engineer's Responsibilities

Upon execution of the Agreement, The Engineer agrees to proceed with all as-needed engineering services and other work as necessary to complete assigned task orders.

The types of projects that could be assigned task orders to the Selected Firms may include, but are not limited to:

- Planning studies, alternatives analyses, feasibility studies or preliminary design for projects such as those included in the WRBP Capital Investment Plan (CIP) that are scheduled to be addressed over the term of this contract.
- Alternatives analysis, recommendations and preliminary design reports to improve wastewater treatment, anaerobic digester efficiency, assess biogas co-generation alternatives, or for improvements at pump stations. This could also include review of processes and procedures and inspection of process piping and equipment to determine best options to replace deteriorated infrastructure or improve operations.
- Consulting engineering or technical support services for wastewater treatment process optimization as part of trails or troubleshooting. This could be as-needed support from an individual or individual(s) within a firm(s) with specialized experience and expertise.
- Inspection and analysis of the structural integrity of WRBP buildings, tunnels and other structures in response to unpredicted problems.
- Design, implementation assistance and interpretation of collection system inspections and assessments for the WRBP (ex. Infiltration/Inflow (I/I) analysis, camera studies, ultrasonic inspections) including potential subcontractor selection and/or management.
- Design and construction oversight/inspection services for emergency repairs or for projects deemed necessary to address unexpected problems or to repair/modify existing infrastructure due to deterioration or operational issues. These projects might be triggered by emergencies such as storm or flood damage or unexpected system failures in major interceptors, pump stations or the treatment plant.
- Technical assistance with SCADA and other electrical or electronic systems (ex. assistance with implementation of WRBP SCADA Standards and reprogramming to alleviate identified operational inconsistencies or migrate to handheld devices; or NEC 70E compliance assistance)
- Energy audits, health and safety audits, building commissioning, and historic preservation assessments, as needed.
- Value Engineering or similar project assessments.

The Engineer may use the services of 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 the DES-WRBP.

Initials WBP
Date 6/13/16

- The Engineer shall be fully responsible to the State for any acts, errors and omissions of subcontractor(s).
- Subcontractor(s) shall be bound by the same terms and conditions as those that bind the Engineer to the State, but there shall be no direct contractual relationship between a subcontractor(s) and the State.
- The State reserves the right to negotiate subcontractor service markup rates and qualifications.
- The Engineer shall be responsible for delivering all reports and documentation generated by any subcontractor.

II. The State's Responsibilities

- Assist the Engineer by placing at their disposal all available information pertinent to the assigned task order including all reports, studies, operating data, and other information relative to the project.
- Make provisions for the Engineer to enter upon the NHDES-WRBP facilities as required to perform the work assigned under this Agreement.
- Assist the Engineer in coordinating with the WRBP Advisory Board

III. Effective Date of Agreement

This Agreement shall take effect upon the date of approval by the Governor and Executive Council of the State of New Hampshire through June 30, 2020.

III. Time of Completion – Task Orders

The Engineer is to complete the work within the time frame negotiated for each task order.

IV. Contract Budget

The DES-WRBP will be billed for services as negotiated for each Task Order. Typically, this will be on a time and expense basis using the hourly billing rates that are stipulated in the Agreement, plus other allowable expenses. However, a lump sum or not-to-exceed basis may be negotiated for some task orders.

- Approval of this Agreement does not authorize expenditures in excess of the Price Limitation in Paragraph 1.8 of the Agreement.
- The Fee Schedule (submitted by the Engineer in response to the Request for Quotations) and the Fee Schedule and/or lump sum negotiated for each task order shall form the basis for Engineer's compensation.
- Engineer to be paid within thirty (30) days of submission of invoice at satisfactory completion of work. Payment for services under this Agreement will be made after submission of invoice and other documentation which may be required to verify satisfactory completion of the services more fully described in each task order.
- Engineer shall not submit invoices more frequently than once per month.

Initials WBI
Date 6/13/16

- No minimum amount of work or dollar amount is guaranteed to the Engineer.

Please be aware that the contract price limitation does not obligate the WRBP to award task orders in the full amount of the price limitation.

Information contained in the State's Request for Quotation dated February 24, 2015, Addendum #1 dated March 16, 2015, and Addendum #2 dated March 23, 2015 is hereby included in Exhibit A by reference. All information included in the Engineer's Proposal is included herein by reference.

Initials L.M.B.
Date 6/13/16

EXHIBIT B
COST PROPOSAL & TERMS OF PAYMENT

The general form of compensation for work performed under the contract shall be on a time and materials (T/M) cost-basis, with some fixed prices for certain travel and other items. Each task order shall be negotiated and a scope, schedule and budget agreed upon prior to initiation of work.

- The Fee Schedule for the Engineer, the Rate or Billing Schedules for their identified Subconsultants, and the NHDES Form 5700-41 submitted by the Engineer (attached) shall be the basis of negotiated compensation.
- NHDES Form 5700-41 includes itemized hourly rates for Engineer's staff. The Engineer shall submit a separate Form 5700-41 for each task order and clearly designate rates for any and all subconsultants.
- Overhead rates shall be adjusted on a calendar year basis using the backward-looking, audited rate for the prior year as described in the Fee Schedule. However, once a task order has been approved, the overhead rates for that task order shall not be changed.
- Rates shall provide all-inclusive costs, including all federal, state and local taxes, all payroll (direct labor) related costs, bonding, insurance (general liability, professional liability, and worker's compensation). Engineer, Subconsultant and Subcontractor labor costs shall clearly delineate when they apply to office time, on-site time and travel time.
- On-site labor time shall be measured from the time of arrival on-site to the time of departure each day. Travel time shall be measured from and to the contractor's primary office location to the WRBP job site. The maximum compensation for labor travel time shall be 2 hours each way per day.
- Engineer and subconsultants shall carpool and/or make appropriate travel arrangements, as necessary, to minimize mileage expense to the extent feasible.
- All items listed in the Fee Schedule with a specified unit price shall be considered Usual and Customary rates, to which no markup may be added when billed to the State.
- All items listed in the Fee Schedule as "Cost-Plus" shall be based on the actual cost to the Engineer, to which an applicable negotiated percentage markup may be added when billed to the State.
- Profit mark-up (10%) shall only apply to Engineer's direct labor and overhead with 5% mark-up on other direct costs (ODCs)...
- Billing Rates for subconsultants and subcontractors are inclusive of direct labor, overhead, and profit, unless otherwise negotiated for a specific task order. The Engineer's mark-up on subconsultants and subcontractors is 0%.

The negotiated Engineer's Fee Schedule is attached.

Initials WBP
Date 6/13/16

EXHIBIT B - FEE SCHEDULE ATTACHMENT

1 Tech Drive, Suite 310
Andover, MA 01810
T: 978.794.0336
F: 978.794.0534

Brown AND Caldwell

June 13, 2016

Ms. Sharon McMillin, Administrator, DES-WRBP
New Hampshire Department of Environmental Services
Winnipesaukee River Basin Program,
Franklin Wastewater Treatment Plant
PO Box 68, 528 River Street
Franklin, New Hampshire 03235

SID: 59108

Subject: As-Needed Engineering and Technical Support Services
Fee Schedule and Content Request

Dear Ms. McMillin:

In accordance with your instructions attached to your May 27, 2016 email, Brown and Caldwell (BC) is providing the following information:

FEE SCHEDULE

We acknowledge the categories indicated in Paragraph A of your attachment and have provided rates applicable for expected categories. For categories noted where BC has not provided rates, we can provide those services with subconsultants if the need arises. We have attached a 5700 Form indicating direct labor rates, indirect cost rate, ODCs, subconsultants, profit and applicable mark-ups. The direct labor indicated is for the State's fiscal years 2017- 2020, as requested.

Direct Labor: Direct labor is presented as raw labor (i.e., salary time at a regular time rate) for people that fit in that category. It has been escalated by 6% to a mid-point of the Contract's period of performance from July 1, 2016 to June 30, 2020. BC's annual salary adjustments are in effect by January 1st and are typically 3% annually in aggregate.

Indirect Cost Rate (ICR): Consistent with our past work for NHDES/WRBP, we are proposing an ICR of 180%.

Other Direct Costs (ODCs): Mileage will be billed at the IRS standard in effect at the time of travel. Consistent with our past work for NHDES/WRBP, we are proposing a 5% mark-up on ODCs.

Associated Project Cost (APC): Associated Project Cost is a special overhead rate that allocates cost on a direct labor hour basis, paralleling the company's indirect overhead rate that allocates general overhead cost on a direct labor dollar basis. BC established APC to recover such costs as network infrastructure and IS support, long distance calls, cell phone costs and postage and freight on the basis that they are more closely tied to labor effort than labor dollars. Consistent with our past work for NHDES/WRBP, we are proposing an APC of $6.00/labor hour.

EXHIBIT B - FEE SCHEDULE ATTACHMENT

Subconsultants: BC will have no mark-up on our two cited subconsultants, consistent with our past work. As indicated in our proposal, we are using SED Associates Corp and Keville Enterprises, Inc: (KEI). Their total budget for an assignment will be indicated on future 5700 Forms under Section C, "Subcontracts." For their personnel listed on our Org Chart, we are providing the following loaded hourly rates:

- Electrical Engineer (SED) - Peter Evans, PE $143/hr (fully loaded, exclusive of ODCs)
- Instrumentation Engineer (SED) - Luis Rossi, PE $117/hr (fully loaded, exclusive of ODCs)
- Value Engineering (KEI) - Michael Rahgozar, CVS $157/hr (fully loaded, exclusive of ODCs)

PRIMARY OFFICE LOCATION

For this Contract it will be:

Brown and Caldwell
One Tech Drive, Suite 310
Andover, MA 01810

TASK ORDER SCOPING/BUDGETING

We are aware that virtually all work will involve planning level activities. As such, there must be firm alignment between WRBP and BC on scope, schedule and budget. As discussed, we are providing you a methodology for the development of Task Orders.

Step 1: WRBP Administrator calls or emails BC PM Diane Nascimento with a request for services.

Step 2: BC PM develops a draft Scope of Services in concert with subject matter experts. BC PM provides draft scope for the review of Bill Powers and incorporates edits/comments.

Step 3: BC PM forwards Draft to WRBP Administrator for review and comment.

Step 4: Scope is revised per WRBP Administrator input and scope is priced.

Step 5: WRBP Administrator accepts Task Order or requires re-budgeting.

Step 6 (if necessary): Final Task Order submitted by BC PM to WRBP Administrator for processing.

These steps mirror the sequence we have developed on other Task Order assignments. It is our experience that they can be accomplished in a few days and certainly within one week. Turnaround is typically a factor of Task complexity.

We look forward to continuing our relationship and working with you on this important project. Please contact me with any questions at (978) 983-2037 or via email at wpowers@brwncald.com.

Very truly yours,
Brown and Caldwell

William B. Powers

William Powers, PE, Vice President

EXHIBIT B - FEE SCHEDULE ATTACHMENT

COST OR PRICE SUMMARY FORMAT FOR SUBAGREEMENTS UNDER NH SAG & SRF	Form Approved DES 02/2006

PART I - GENERAL

1. GRANTEE / LOANEE Winnipesaukee River Basin Program	2. GRANT/LOAN NO.
3. NAME OF CONTRACTOR OR SUBCONTRACTOR Brown and Caldwell	4. DATE OF PROPOSAL 27-Apr-16
5. ADDRESS OF CONTRACTOR OR SUBCONTRACTOR (Include ZIP) One Tech Drive, Suite 310, Andover, MA 01810	6. TYPE OF SERVICE TO BE FURNISHED As-needed Professional Engineering Services

PART II - COST SUMMARY

7. DIRECT LABOR (Specify labor categories)	HOURS	AVERAGE HOURLY RATE	ESTIMATED COST	TOTALS
Principal		$94.25		
Project Manager		$63.14		
Civil Engineer		$48.60		
Staff Engineer		$31.50		
Structural Engineer		$40.48		
Wastewater Engineer		$71.38		
CADD Technician		$30.15		
Administrator/Word Processor		$19.10		
Project Assistant		$34.83		
CMOM Specialist		$72.95		
Asset Management Specialist		$59.98		
IT Specialist		$55.41		
Financial Analyst		$88.93		
Collection System Assessor		$72.95		
NASSCO Inspector		$42.98		
Biosolids Engineer		$55.61		
Operations Specialist		$56.37		
DIRECT LABOR TOTAL:				$ -

8. INDIRECT COSTS (Specify indirect cost pools)	RATE	X BASE =	ESTIMATED COST	
Fringe and Overhead (current federally approved rate)	1.8	$ -	$	
INDIRECT COSTS TOTAL:				$ -

9. OTHER DIRECT COSTS				
a. TRAVEL			ESTIMATED COST	
(1) Transportation				
TRAVEL COSTS TOTAL			$ -	
b. EQUIPMENT, MATERIALS, SUPPLIES *(Specify categories)*	QTY	COST	ESTIMATED COST	
Associated Project Cost	Total of Labor Hours	$6/hr		
EQUIPMENT SUBTOTAL:			$ -	
c. SUBCONTRACTS			ESTIMATED COST	
SED (Rates provided for named individuals will be used + ODCs)				
KEI (Rates provided for named individuals will be used + ODCs)				
SUBCONTRACTS SUBTOTAL:			$ -	
d. OTHER *(Specify categories)*			ESTIMATED COST	
OTHER SUBTOTAL:			$ -	
e. OTHER DIRECT COSTS TOTAL:				$ -
10. TOTAL ESTIMATED COST				$ -
11. FIXED FEE (10% on BC direct labor and indirect cost and 5% on ODCs)				$ -
12. TOTAL PRICE				$ -

EXHIBIT C
SPECIAL PROVISIONS

Item 1.
Delete P-37 Agreement item 14.1.2 which reads: "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" since there is no property subject to the provisions of subparagraph 9.2 in this contract.

Item 2.
In the last line of P-37 Agreement Item 14.3, insert the term "material" ahead of the clause "modification of the policy."

Item 3.
Standard of Care Professional Services

Subject to the express provisions of the agreed scope of work as to the degree of care, amount of time and expenses to be incurred, and subject to any other limitations contained in this Agreement, Contractor shall perform its Services in accordance with generally accepted standards and practices customarily utilized by competent engineering firms in effect at the time Contractor's Services are rendered. Contractor does not expressly or impliedly warrant or guarantee its Services.

Item 4.
Reliance upon Information Provided by Others

If Contractor's performance of services hereunder requires Contractor to rely on information provided by other parties (excepting Contractor's subcontractors), Contractor shall not independently verify the validity, completeness, or accuracy of such information unless otherwise expressly engaged to do so in writing by State.

Item 5.
Engineer shall carry professional liability insurance for errors and omissions in amounts of no less than $1,000,000 per claim, and $1,000,000 aggregate.

Initials WBP
Date 6/13/16

Attachment A

Selection Team Rankings

Proposal Rankings - 8 Responding Firms:

	Proposal Ranking Scores	Overall Proposal Rank
Brown & Caldwell	67	2
CMA Engineers	44	
Dubois King	52	
Hoyle Tanner	65	3
SDE	18	
Water Planet	18	
Weston & Sampson	64	4
Wright-Pierce	74	1

Bold - firms selected for interviews

Interview Rankings - 4 firms selected for interviews:

	Inverview Ranking Scores	Overall Interview Ranking
Brown & Caldwell	87	1
Hoyle Tanner	66	2
Weston & Sampson	66	2
Wright-Pierce	87	1

Bold Firms Selected for As-Needed Engineering Contracts

Firms Unanimously Recommended for Contract Negotiations

Wright-Pierce

Brown & Caldwell

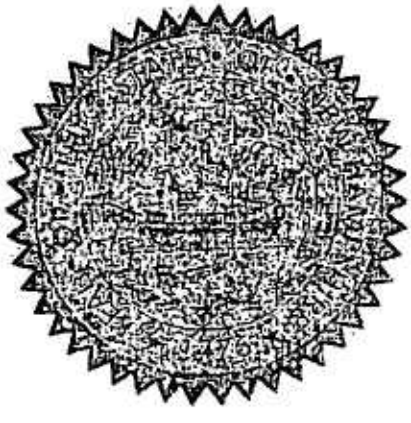
Selection Team Members:

Ray Korber (Bay District Advisory Board Representative)
Peter Nourse (Gilford Advisory Board Representative)
Rene Pelletier (DES, Water Division, Assistant Director)
Sharon McMillin (WRBP Administrator)
Steve Dolloff (WRBP Superintendent)

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 BROWN AND CALDWELL doing business in New Hampshire as BROWN AND CALDWELL, INC.; a(n) California corporation, is authorized to transact business in New Hampshire and qualified on May 1, 2000. I further certify that all fees required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 28th day of April, A.D. 2016

William M. Gardner
Secretary of State

CERTIFICATE OF SECRETARY
OF
BROWN AND CALDWELL,
A CALIFORNIA CORPORATION

I, the undersigned, do hereby certify that:

1. I am the duly elected and acting Secretary of Brown and Caldwell, a California corporation, and am keeper of the corporate records and seal of said corporation.

2. At the annual meeting of the Board of Directors on February 5, 2016, the following resolution was adopted:

   BE IT RESOLVED that appointment of the individuals, whose names appear on the attached list titled Brown and Caldwell Directors and Officers with Signing Authority - January 2016, to the offices indicated are approved and ratified effective January 1, 2016, unless otherwise indicated; and

   BE IT FURTHER RESOLVED that said individuals are appointed to hold the office indicated at the pleasure of the Board of Directors of this corporation until the next annual meeting of the Board of Directors of this corporation or until his/her respective successor is elected or qualified, or until his/her earlier resignation; and

   BE IT FURTHER RESOLVED that these individuals are authorized to financially commit the corporation in accordance with the Company procedures and policies within his/her respective area of responsibility or as stated in the Bylaws.

3. William B. Powers is a Vice President of Brown and Caldwell, is so identified in the February 5, 2016, resolution referenced above, and in that capacity is duly authorized to financially commit the corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Corporation this 27th day of April, 2016.

SIGNED: _____
ROBERT D. GOODSON, Secretary

(SEAL)

ACORD

CERTIFICATE OF LIABILITY INSURANCE

5/31/2017

DATE (MM/DD/YYYY) 5/11/2016

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

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

PRODUCER
Locklon 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: Hartford Fire Insurance Company	19682
INSURER B: Twin City Fire Insurance Company	29459
INSURER C: Hartford Accident and Indemnity Company	22357
INSURER D: Zurich American Insurance Company	16535
INSURER E:	
INSURER F:	

INSURED
1408278
BROWN AND CALDWELL
AND ITS WHOLLY OWNED SUBSIDIARIES
AND AFFILIATES
201 NORTH CIVIC DRIVE, SUITE 115
WALNUT CREEK CA 94596

COVERAGES * CERTIFICATE NUMBER: 14028708 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	
A	X COMMERCIAL GENERAL LIABILITY	N	N	37CSEQU1172	5/31/2016	5/31/2017	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 2,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	OTHER							$
	AUTOMOBILE LIABILITY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident)	$ XXXXXXX
	ANY AUTO						BODILY INJURY (Per person)	$ XXXXXXX
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ XXXXXXX
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$
	UMBRELLA LIAB / OCCUR			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$ XXXXXXX
	DED / RETENTION $							$
C B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		N	37WNQU1170	5/31/2016	5/31/2017	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N]	N/A		37WBRQU1171	5/31/2016	5/31/2017	E.L. EACH ACCIDENT	$ 2,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	$ 2,000,000
D	PROPERTY	N	N	CPP9244909	5/31/2016	5/31/2017	BLKT. PROP./BUS. INC./ VAL. PAPERS/A.A.J.R.C./ SPEC. FORM INCL. THEFT	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: AS-NEEDED ENGINEERING SERVICES, BC SID: 59108. THIRTY DAYS NOTICE OF CANCELLATION BY THE INSURER WILL BE PROVIDED TO THE CERTIFICATE HOLDER WITH RESPECT TO THE GENERAL LIABILITY AND WORKERS' COMPENSATION/EMPLOYER'S LIABILITY POLICIES. TEN (10) DAYS NOTICE WILL BE PROVIDED IN THE EVENT OF NONPAYMENT OF PREMIUM.

CERTIFICATE HOLDER

14028708

NHD-21
NHDES-WRBP FRANKLIN WWTP
ATTN: SHARON MCMILLIN
526 RIVER ST
PO BOX 65
FRANKLIN NH 03235

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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The ACORD name and logo are registered marks of ACORD

ACORD

CERTIFICATE OF LIABILITY INSURANCE

5/31/2017

DATE (MM/DD/YYYY) 6/8/2016

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

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

PRODUCER
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: Lloyds of London	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
1412868
BROWN AND CALDWELL
AND ITS WHOLLY OWNED SUBSIDIARIES
AND AFFILIATES
201 NORTH CIVIC DRIVE, SUITE 115
WALNUT CREEK CA 94596

COVERAGES CERTIFICATE NUMBER: 14093929 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 ALL OWNED AUTOS / SCHEDULED AUTOS HIRED AUTOS / NON-OWNED AUTOS			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	LDUSA1600482	5/31/2016	5/31/2017	$1,000,000 PER CLAIM & AGGREGATE	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: AS-NEEDED ENGINEERING SERVICES, BC SID: 59108.THIRTY DAYS NOTICE OF CANCELLATION BY THE INSURER WILL BE PROVIDED TO THE CERTIFICATE HOLDER WITH RESPECTS TO PROFESSIONAL LIABILITY POLICY. TEN (10) DAYS NOTICE WILL BE PROVIDED IN THE EVENT OF NONPAYMENT OF PREMIUM.

CERTIFICATE HOLDER

14093929
NHD-21
NHDES-WRBP FRANKLIN WWTP
ATTN: SHARON MCMILLIN
528 RIVER ST
PO BOX 68
FRANKLIN NH 03235

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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