



The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner



January 17, 2019

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** agreement with Process Energy Services, LLC (PES) of Londonderry, New Hampshire, (Vendor Code #275871-B001), in the amount of \$414,000 for professional wastewater and drinking water process energy auditing and technical assistance services, effective upon Governor and Council approval through December 31, 2021. 78% CWSRF Loan Management Funds and 22% DWSRF Administration Funds.

Funding is available in the accounts as follows:

	<u>FY 19</u>	
03-44-44-441018-47880000-102-500731	\$ 324,000	Department of Environmental Services, CWSRF Loan Management, Contractor Program Services
03-44-44-441018-47180000-072-500572	\$ 90,000	Department of Environmental Services, DWSRF Administration, Grants Federal

EXPLANATION

DES requests a **SOLE SOURCE** contract with PES based on PES' unique experience in the wastewater and drinking water field relative to energy efficiency. PES is the only firm in Northern New England that conducts comprehensive process-level energy audits for wastewater treatment facilities (WWTFs) and drinking water facilities (DWFs). PES has conducted over 250 comprehensive energy audits of WWTFs and DWFs around the world, making their experience unique to the field. Being a NH-based firm, PES has a vested interest in the success of this project. Also, as a NH-based firm, PES is intimately familiar with NH Utility incentive programs and rate structures. The NH Utilities are also very familiar and confident in PES' work. PES' work is also unique in that they provide a value-added service to the WWTF and DWF design engineering firms in NH. Since PES does not provide design services, they are not a competitor to these design firms.

The work proposed in this contract builds on the work initiated under a USDOE grant that NHDES was awarded through NH Office of Strategic Initiatives. Through that initial phase of work, NHDES has gained three years of experience working closely with PES with our WWTFs and DWFs. The feedback both from NHDES staff, but more importantly from NH's municipal WWTF and DWF owners and operators is very positive toward the quality of work that PES conducts. Being NH-based has also increased PES' accessibility to NH's WWTF and DWF owners and operators.

A request for proposals (RFP) was sent out in 2016 for the initial phase of this work. Although there is one other firm, JK Muir, in Southern New England that is able to conduct this type of work, PES was the sole respondent to the 2016 RFP. The 2016 PES proposal met or exceeded all of the RFP experience and approach requirements. The selection committee agreed unanimously to accept the proposal and proceed with contract negotiations with PES. Contract negotiations with PES were successful and PES added additional value to the scope of the project. During the time since this initial RFP, no other firms have started offering these comprehensive energy audit services. JK Muir, based in Connecticut, will be assisting PES with workshops under the USDOE grant for the first phase of this work but did not respond separately to the 2016 RFP.

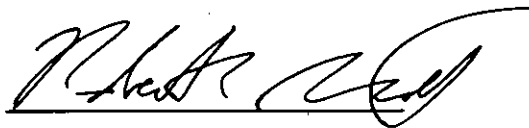
With over 30 WWTF and 9 DWF energy audits completed so far through the initial contract, PES has been able to identify an average of 30% energy savings with an overall average payback of less than three years, prior to utility incentives that may be available. Continuing this work with PES will build on the consistent and solid foundation we have developed to date.

The purpose of this project is to continue helping municipalities save money through identifying potential energy efficiency measures at their wastewater and drinking water treatment and pumping facilities using comprehensive process level energy audits. There are 72 municipally-owned WWTFs in the state and over 700 DWFs. These facilities typically account for up to 40 percent or more of a municipality's energy consumption. This project will help all participating facilities benchmark their current energy use, identify energy saving measures through comprehensive energy audits and will then provide technical assistance for selected facilities to help project funding opportunities, project implementation and data management efforts.

Exhibit A details the services to be provided by PES to NHDES for the comprehensive energy audits and technical assistance for the Energy Efficiency for WWTFs and DWFs project.

This agreement has been approved by the Attorney General as to form, substance and execution. In the event that federal funds no longer become available, General Funds will not be requested to support this program.

We respectfully request your approval.



Robert R. Scott, Commissioner
NH Department of Environmental Services



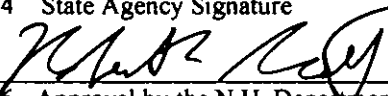
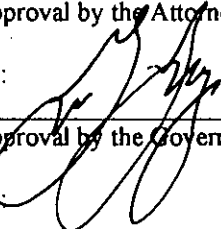
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 03301	
1.3 Contractor Name Process Energy Services, LLC		1.4 Contractor Address P.O. Box 615, Londonderry, NH 03053	
1.5 Contractor Phone Number 603-537-1286	1.6 Account Number CWSRF#03-44-44-441018-47880000-102-500731 and DWSRF# 03-44-44-441018-47180000-072-500572	1.7 Completion Date March 31, 2018 December 31, 2021 1/25/19	1.8 Price Limitation \$ 414,000
1.9 Contracting Officer for State Agency Sharon L. Nall, P.E.		1.10 State Agency Telephone Number 603-271-2508	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Steven A. Bolles, President	
1.13 Acknowledgement: State of NH, County of Rockingham On January 10, 2019, 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] 		<div style="border: 2px dashed black; padding: 5px;"> REBECCA LYNN DUPONT Notary Public - New Hampshire My Commission Expires Jul 11, 2023 </div>	
1.13.2 Name and Title of Notary or Justice of the Peace Rebecca Dupont Head Teller			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Robert R. Scott, Commissioner, NHDES Date: 1-17-19	
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: 1/22/19			
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

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 \$1,000,000 per 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.

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.

EXHIBIT A

ENERGY AUDITS and TECHNICAL ASSISTANCE SCOPE OF SERVICES

The following services will be provided to NHDES by PROCESS ENERGY SERVICES for energy audit and technical assistance services.

1. Conduct detailed process level energy audits for selected wastewater treatment facilities (WWTFs) and drinking water facilities (DWFs) in New Hampshire. As deemed appropriate and as funding is available, pumping stations and booster stations associated with the WWTFs and DWFs will be included in each energy audit. The selection process will involve ranking the facilities based on both need and program interest.
2. Prepare a comprehensive energy audit report for each audited WWTF in the general format described below. The report will include all recommendations including savings calculations, cost estimates, and a financial analysis of each project. The report shall include the following sections:
 - Executive Summary;
 - Description of the energy related processes and the overall electric energy use profile;
 - Presentation of each cost savings opportunity as one of the following:
 - Operational Measures (OMs)
 - Energy Management Practices (EMPs)
 - Energy Conservation Measures (ECMs)
 - Energy Supply Measures (ESMs); and
 - Appendices (for data not included in measures)
 - Energy calculations/equipment specifications/cost estimate for each recommendation;
 - including assumptions when estimating energy savings and recommended project costs;
 - Process model data; and
 - Copy of utility rate schedules.
3. Conduct a wrap-up meeting with each audited facility, including facility staff, electric utility representatives, municipal management and NHDES to discuss audit findings and funding options for implementing the audit recommendations.
4. Provide follow-up technical assistance on an as needed basis to assist audited facilities with development and preparation of NH Utility incentive documentation to maximize potential incentives available for project implementation. As needed, on a limited basis, provide technical assistance for assisting audited facilities in developing and understanding energy data management systems.
5. The WWTFs selected to date for energy audits that will be paid for under this contract include the following (in alphabetical order):

MS 1/9/19

Dover
Exeter
Portsmouth Pease
Seabrook
Somersworth
Winnepesaukee River Basin Program

Additional WWTFs will be added to this list on a first come, first serve basis based on need and interest. NHDES is encouraging all of NH's WWTFs to have an energy audit to assist with asset management program development, optimization of operations, and/or to improve energy efficiency in upgrade designs. NHDES anticipates that up to 13 WWTFs will be audited under the available funding, depending on size and complexity of the facilities selected. In addition, NHDES anticipates that up to 16 WWTFs will be provided with technical assistance services beyond the audit wrap up meeting. The technical assistance and energy audits will be paid for through Clean Water State Revolving Fund **not to exceed \$300,000**.

6. Up to ten drinking water facilities will be selected for energy audits that will be paid for under this contract, depending on the size and complexity of the facilities selected. The selection process for these drinking water facilities is currently underway. These energy audits will be paid for through Drinking Water State Revolving Fund Set-Asides **not to exceed \$80,000**.
7. Additional drinking water facilities may be selected for energy audits if funds become available through the Drinking Water State Revolving Fund.
8. As savings at WWTFs are realized and documented, PES will assist NHDES in the documentation and development of up to 6 case studies for publication and promotion of the energy efficiency program. Each of these case studies will be developed through a collaborative effort among PES, WWTF staff, NHDES and NH Saves. PES will also participate in the development of an annual workshop (up to three workshops over three-year contract) that, in part, will highlight the energy efficiency improvements made at WWTFs and drinking water facilities. One of the annual workshops will also highlight the energy efficiency design guidance developed under task 9 below. The total PES costs related to case study and work shop development will be paid for through Clean Water State Revolving Fund **not to exceed \$14,000**.
9. To facilitate incorporation of energy efficiency measures into retrofit designs and new construction designs for wastewater and drinking water treatment and pumping facilities, PES will develop a comprehensive wastewater and drinking water guidance document. For wastewater facilities, this guidance document will be developed to pair with NHDES's existing Standards of Design for Sewerage and Wastewater Treatment Facilities (Env-Wq 700). Development of this guidance document will be a collaborative effort led by PES and NHDES that will include selected NHDES Wastewater Engineering Bureau staff, Drinking Water and Groundwater Bureau staff, design consultants, NH Saves representatives and

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WWTF owners/operators. The total \$20,000 PES costs related to the guidance document development will be paid for through a combination of Clean Water State Revolving Fund **not to exceed \$10,000** and Drinking Water State Revolving Fund Set-Asides **not to exceed \$10,000**.

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EXHIBIT B

**DOE Grant: Leading NH's Wastewater Treatment Facilities to Energy Efficiency
ENERGY AUDITS and TECHNICAL ASSISTANCE
PAYMENT SCHEDULE**

1. NHDES shall reimburse Process Energy Services for percent work completed and expenses based upon receipt of monthly invoices in accordance with the following budget:

Up to 13 wastewater treatment facilities will be selected for energy audits that will be paid for under this contract. Up to 16 wastewater treatment facilities will be selected for technical assistance as described in Exhibit A that will be paid for under this contract. The selection process for these wastewater treatment facilities is currently underway. These energy audits and technical assistance will be paid for through Clean Water State Revolving Fund not to exceed \$300,000.

2. NHDES shall reimburse Process Energy Services for percent work completed and expenses based upon receipt of monthly invoices in accordance with the following budget:

Up to ten drinking water facilities will be selected for energy audits that will be paid for under this contract. The selection process for these drinking water facilities is currently underway. These energy audits will be paid for through Drinking Water State Revolving Fund Set-Asides not to exceed \$80,000.

3. NHDES shall reimburse Process Energy Services for percent work completed and expenses based upon receipt of monthly invoices monthly invoices in accordance with the following budget:

The total PES costs of \$34,000 related to case study, workshop and guidance document development will be paid for through Clean Water State Revolving Fund not to exceed \$24,000 and through Drinking Water State Revolving Fund not to exceed \$10,000.

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EXHIBIT C

**DOE Grant: Leading NH's Wastewater Treatment Facilities to Energy Efficiency
ENERGY AUDITS and TECHNICAL ASSISTANCE
SPECIAL PROVISIONS**

No special provisions.

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PROCESS ENERGY SERVICES, LLC

WATER ♦ WASTEWATER ♦ INDUSTRIAL

2 Lafayette Road
Londonderry, NH 03053
www.processenergy.com

Phone: 603-537-1286

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CERTIFICATE OF AUTHORITY

I, Steven A. Bolles hereby certify that I am the sole member of Process Energy Services, LLC and have been the sole member since August 15th 2001.

I certify that I am authorized to bind the LLC.

I hereby further certify and acknowledge that the State of New Hampshire will rely on this certification as evidence that I have full authority to bind the LLC.

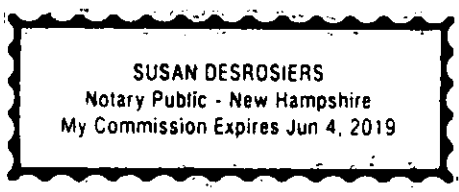
Signed: A. A. Bolles

Date: 12/27/18

State of New Hampshire, County of Rockingham
On this the 27th day of Dec 2018, before me Susan Desrosiers, the undersigned officer, personally appeared Steven Bolles, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Susan Desrosiers



State of New Hampshire

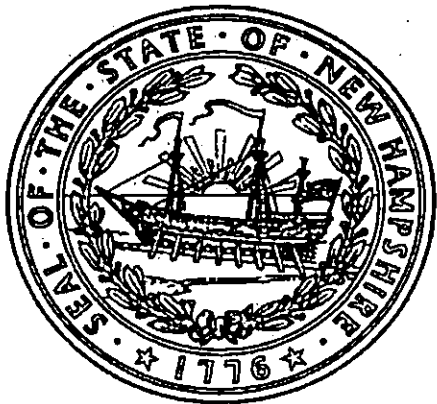
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that PROCESS ENERGY SERVICES, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on August 15, 2001. 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: 385004

Certificate Number: 0004167126



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 22nd day of August A.D. 2018.

A handwritten signature in black ink, appearing to read "Wm Gardner".

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/09/2019

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

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

PRODUCER Slawsby Insurance Agency 3 Mound Ct, Suite B PO Box 1807 Merrimack NH 03054-1807	CONTACT NAME: Judson Irish
	PHONE (A/C, No, Ext): (800) 258-1776 FAX (A/C, No): (603) 429-1843
	E-MAIL ADDRESS: Irish@minutemangroup.com
	INSURER(S) AFFORDING COVERAGE
	INSURER A: Hartford Casualty NAIC # 29424
	INSURER B: Travelers Casualty and Surety 19038
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES

CERTIFICATE NUMBER: 18-19rev.Prof Liab.

REVISION NUMBER:

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

WSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		04SBMRX1447	03/08/2018	03/08/2019	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/POP AGG \$ 4,000,000 EPL \$ 5,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		04SBMRX1447	03/08/2018	03/08/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$			N/A = do not write policy			EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		N/A = do not write policy			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Professional Liability			106602479	10/03/2018	10/03/2019	Limit \$1,000,000

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

N.H. Dept. of Environmental Services is named as Additional Insured with respect to the General Liability and Automobile Liability policies, as required by written contract, as their interests may appear.

CERTIFICATE HOLDER**CANCELLATION**

NH Dept. of Environmental Services 29 Hazen Drive Concord NH 03301	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 Judson Irish
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