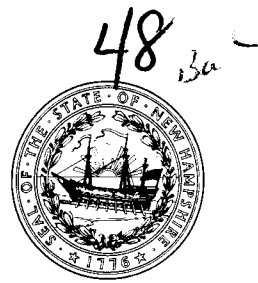




The State of New Hampshire  
**DEPARTMENT OF ENVIRONMENTAL SERVICES**



**Thomas S. Burack, Commissioner**

September 23, 2014

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

*Sole Source*

REQUESTED ACTION

Authorize the Department of Environmental Services (DES) to enter into a **SOLE SOURCE** contract with Brown and Caldwell (Vendor Code #230406) Andover, MA for consulting support services for the Winnepesaukee River Basin Program (WRBP) for \$33,000 effective upon Governor and Council approval through June 30, 2015. 100% WRBP Funds.

Funding for this contract is available in the account, as follows:

	<u>FY2015</u>
03-44-44-442010-1300-46-500463	\$33,000
Dept Environmental Services, Winnepesaukee River Basin, Consultants	

EXPLANATION

The Department of Environmental Services (DES) under the Winnepesaukee River Basin Program (WRBP) owns and operates the regional wastewater collection and treatment facilities for 10 communities in the Lakes Region. Approval of this request will authorize Brown and Caldwell to provide the additional consulting support services envisioned as part of the Maintenance, Operations and Management (MOM) Study of the WRBP completed in June 2014. The contract is **Sole Source** since it seeks professional engineering services and assistance from the firm that completed the MOM Study and, as such, Brown and Caldwell is the only firm qualified to answer questions about the information presented in the study and assist in further evaluations of their recommendations and potential alternatives.

The member communities and DES entered into a Memorandum of Understanding in 2012 which included provisions for the independent evaluation of the WRBP. The objective of the MOM Study evaluation and analysis was to identify opportunities to reduce the short and long term cost to operate the WRBP facilities and provide recommendations on potential cost savings measures. In addition to the evaluation of existing operations, this study included evaluation of the advantages, disadvantages, costs and potential cost savings of (a) creating an independent sewer authority to own, operate or manage the WRBP under the sole authority of the communities; and (b) privatizing operations of the WRBP facilities.

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council

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The DES and the WRBP Advisory Board agreed to work cooperatively to implement agreed-upon recommendations in a systematic fashion and to present MOM Study governance alternatives in a public forum to the member communities. DES and the Advisory Board are seeking Brown and Caldwell's assistance in creating an Implementation Plan and Schedule for agreed-upon recommendations from the MOM Study. In addition, Brown and Caldwell will present their study findings regarding potential alternatives for governance and ownership of the WRBP infrastructure as part of a public meeting planned for early 2015. The services that are the subject of this contract are more completely described in Exhibit A. .

On September 8, 2014, the WRBP Advisory Board reviewed the negotiated scope and budget of the tasks included in this agreement and voted in support of entering into this contract with Brown and Caldwell.

All of the WRBP's operating expenses are paid by the users of the system; there is no General Fund contribution to the system's operating budget.

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

We respectfully request your approval.

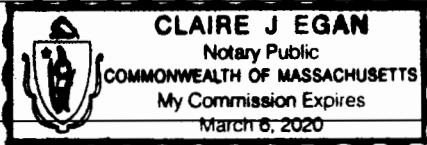
  
Thomas S. Burack, Commissioner

Subject: Consulting Support Services for the MOM Study **FORM NUMBER P-37 ( version 1/09)**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name <span style="border: 1px solid black; padding: 2px;">Department of Environmental Services</span>		1.2 State Agency Address <span style="border: 1px solid black; padding: 2px;">29 Hazen Drive, Concord, NH 03302</span>	
1.3 Contractor Name <span style="border: 1px solid black; padding: 2px;">Brown and Caldwell</span>		1.4 Contractor Address <span style="border: 1px solid black; padding: 2px;">1 Tech Drive, Suite 310 Andover, MA 01810</span>	
1.5 Contractor Phone Number <span style="border: 1px solid black; padding: 2px;">978-794-0336</span>	1.6 Account Number <span style="border: 1px solid black; padding: 2px;">442010 - 1300 - 046</span>	1.7 Completion Date <span style="border: 1px solid black; padding: 2px;">June 30, 2015</span>	1.8 Price Limitation <span style="border: 1px solid black; padding: 2px;">\$33,000.00</span>
1.9 Contracting Officer for State Agency <span style="border: 1px solid black; padding: 2px;">Thomas S. Burack, Commissioner</span>		1.10 State Agency Telephone Number <span style="border: 1px solid black; padding: 2px;">603-271-3503</span>	
1.11 Contractor Signature <span style="border: 1px solid black; padding: 2px;"><i>William B. Powers</i></span>		1.12 Name and Title of Contractor Signatory <span style="border: 1px solid black; padding: 2px;">WILLIAM B. POWERS / VP</span>	
1.13 Acknowledgement: State of <span style="border: 1px solid black; padding: 2px;">MA</span> , County of <span style="border: 1px solid black; padding: 2px;">ESSEX</span> On <span style="border: 1px solid black; padding: 2px;">9/23/14</span> , 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 <span style="border: 1px solid black; padding: 2px;"><i>Claire J Egan</i></span> [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace <span style="border: 1px solid black; padding: 2px;">CLAIRE J EGAN</span>			
1.14 State Agency Signature <span style="border: 1px solid black; padding: 2px;"><i>Thomas S Burack</i></span>		1.15 Name and Title of State Agency Signatory <span style="border: 1px solid black; padding: 2px;">Thomas S. Burack, Commissioner</span>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <span style="border: 1px solid black; padding: 2px;"><i>[Signature]</i></span> On: <span style="border: 1px solid black; padding: 2px;">9-30-2014</span>			
1.18 Approval by the Governor and Executive Council 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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").  
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.** Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**  
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.  
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.  
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**  
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.  
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.  
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**  
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.  
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.  
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

**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 consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

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

**14. INSURANCE.**

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

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

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

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

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

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual

intent, and no rule of construction shall be applied against or in favor of any party.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

## **EXHIBIT A SCOPE OF SERVICES**

### **Task 1**

**WRBP MOM Study Recommended Improvements Implementation Plan & Schedule:** Develop an Implementation Plan for the 11 areas of improvements identified in our Task 1 MOM Report dated January, 2014. The effort includes the following:

1. **Collection System Inspections:** The overall collection system consists of 57 miles of interceptors; both force mains and gravity sewers, and 14 various-sized pump stations located throughout the member communities. Inspections will be recommended and prioritized on a conceptual criticality analysis and consequence of failure evaluation, based on information readily available. Recommendations to reduce frequency of pump station rounds and more effective use of SCADA for routine monitoring will be provided.
2. **Wastewater Treatment Plan Optimization:** This represents a consolidation of various smaller improvements, namely: influent flow metering, primary clarifier hydraulics, secondary process SVI levels, aeration DO control system, RAS pumping and the use of dilution water during low flows as well as polymer and citric acid use/dosages. Steps to be taken by plant staff to assess operational issues relative to possible benefits will be provided.
3. **Develop Comprehensive Long Term CIP:** Current capital planning tends to focus on near-term issues and needs to be expanded to better prepare the agency for the future. The CIP for any utility is truly a living document and most of the input will not be available prior to a majority of the first two tasks being completed. BC will review current CIP information and identify other capital items to the best of our ability given current information. Any assumptions will be identified,
4. **Administration Section Reorganization:** BC will present a methodology to develop a clearer definition of Vision, Mission, Strategy, and Goals; roles and responsibilities; and better alignment with current staff qualifications. BC will also review the current Organizational Chart and provide opinions on redundancies and gaps.
5. **MP2 Enhancements:** BC will provide a framework to assess the viability of the current software to serve as a Computerized Maintenance Management System (CMMS) for all plant and linear assets. A roadmap will be provided to assess the ability to upgrade the current program to the current version versus purchase of new software.
6. **Implement Metrics to Track Key Operational Performance Factors:** Currently, only two non-permit driven metrics are reported to DES/EPA, safety and septage operations. Also, WRBP measures and monitors kW/MGD, kW/month; and overtime. New KPIs will be suggested under this Task to drive operational efficiency and approve accountability to the rate payers.
7. **Modifications to State Human Resource and Budgeting Procedures:** Current state policy and procedures associated with staffing/hiring and budgeting and financial control hinder the WRBP in long term planning, hiring and progression of staff and overall budget management. Legislative changes will likely be required for any modification. Since this recommendation is directly impacted by the governance alternatives recommended in the Task 2 Report, BC will provide cursory narrative in the Implementation Plan to portray benefits of pursuing this under the Alternative 1 – Enhanced Status Quo.

8. **Staff Cross Training:** Cross training across the currently defined sections will be recommended to better position the staff and facilities to handle expected staff transitions due to future retirements. Suggestions for a formal apprentice program will be provided.
9. **Improvement to Septage Handling:** Provision of concept level ideas for new facilities that will improve the receiving process and reduce impacts to operations staff.
10. **Digester Improvements:** Provision of concept level ideas to upgrade the facility improving use of digester gas and efficiency; increasing reliability; simplifying operations; and reducing O&M costs (i.e. cleaning, painting).
11. **Facility/Section Consolidation:** General discussion on eliminating the organizational and physical separation between the two facilities, and particularly the maintenance and operations sections to create efficiencies and operation improvements. BC will also note that movement toward governance by a new Regional Sewer Authority that provides retail services would negate this recommendation and would likely require significant augmentation and support at Laconia.

All tasks will have the following common elements;

- Identification of parties responsible for implementation;
- Ranking and prioritization with support cost/benefit justification;
- Determination of resource needs (i.e. work to be done in-house, with support from consultants or completed by a contractor);
- Timeline, milestones and appropriate metrics (as applicable to measure/assess progress) and;
- Descriptions of any impediments, barriers or constraints, as applicable.

BC will attend meetings as follows:

- Two (2) working meetings with WRBP staff and DES management
- One (1) working meeting with WRBP staff, DES management and AB leadership.
- Presentation of Draft Implementation Plan to WRBP Staff, DES and the Advisory Board.

Deliverables

- Monthly Invoices with progress report.
- Draft Implementation Plan (with schedule), submitted two (2) weeks prior to presentation of Draft Plan
- Final Implementation Plan

Assignment Schedule

- Notice to proceed: September 15, 2014
- Completion: November 14, 2014

Budget: Lump sum budget of \$25,000 (5700 Form attached as Exhibit B).

## **Task 2**

Public Presentation Scope: Develop and present an overview of Task 2 Governance Alternatives at a meeting of the community leaders and interested stakeholders, tailored for a 30-45 minute timeframe; allotting another hour to facilitate discussion and address questions from attendees. The effort associated with developing and providing this presentation includes the following activities:



- Prepare an approximate 15-20 slide presentation summarizing the Task 2 Governance Alternatives
- Distribute the draft presentation to the Advisory Board (AB) and DES for comments
- Conduct a “comment resolution” conference call to reach a consensus on final edits
- Incorporate edits and finalize presentation for meeting
- Prepare for, and attend one rehearsal meeting with DES and the AB
- Attend one evening public meeting to present the information, facilitate discussion and address questions.

Assignment Schedule:

- Complete 30 days after NTP

Budget: Lump sum budget of \$8,000 (5700 Form attached as Exhibit B).

Brown and Caldwell letters to DES dated July 29, 2014 and September 10, 2014 are incorporated herein by reference.

EXHIBIT B - TASK 1

<b>COST OR PRICE SUMMARY FORMAT FOR SUBAGREEMENTS UNDER NH SAG &amp; SRF</b>	Form Approved DES 02/2006
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**PART I - GENERAL**

1. GRANTEE / LOANEE Winnepesaukee River Basin Program		2. GRANT/LOAN NO.	
3. NAME OF CONTRACTOR OR SUBCONTRACTOR Brown and Caldwell		4. DATE OF PROPOSAL 29-Jul-14	
5. ADDRESS OF CONTRACTOR OR SUBCONTRACTOR (Include ZIP) 155 Fleet Street, Portsmouth ,NH 03801 1 Tech Drive, Andover, MA 01810		6. TYPE OF SERVICE TO BE FURNISHED Professional Engineering Services	

**PART II - COST SUMMARY**

7. DIRECT LABOR (Specify labor categories)	HOURS	AVERAGE HOURLY RATE	ESTIMATED COST	TOTALS
Principal	24	\$83.79	\$2,010.96	
Project Manager	40	\$51.41	\$2,056.40	
CMOM Specialist	16	\$65.21	\$1,043.36	
Process Engineer	8	\$62.40	\$499.20	
Collections Engineer	11	\$43.27	\$475.97	
WWTP Operations Specialist	4	\$49.16	\$196.64	
Project Engineer	12	\$37.55	\$450.60	
Project Assistant	3	\$26.89	\$80.67	
Administrator/Word Processor	12	\$33.87	\$406.44	
<b>DIRECT LABOR TOTAL:</b>				
8. INDIRECT COSTS (Specify indirect cost pools)	RATE	X BASE =	ESTIMATED COST	
Finge and Overhead (current federally approved rate)	1.8	\$ 7,220	\$ 12,997	
<b>INDIRECT COSTS TOTAL:</b>				<b>\$ 12,997</b>
9. OTHER DIRECT COSTS				
a. TRAVEL			ESTIMATED COST	
(1) Transportation			\$ 935	
<b>TRAVEL COSTS TOTAL</b>			<b>\$ 935</b>	
b. EQUIPMENT, MATERIALS, SUPPLIES (Specify categories)			ESTIMATED COST	
Technology, communications and reproduction	130	\$6/hr	\$ 780	
<b>EQUIPMENT SUBTOTAL:</b>			<b>\$ 780</b>	
c. SUBCONTRACTS			ESTIMATED COST	
NEIWPICC (Standard rates will be used)			\$ 1,000	
<b>SUBCONTRACTS SUBTOTAL:</b>			<b>\$ 1,000</b>	
d. OTHER (Specify categories)			ESTIMATED COST	
<b>OTHER SUBTOTAL:</b>			<b>\$ -</b>	
<b>e. OTHER DIRECT COSTS TOTAL:</b>			<b>\$ 2,715</b>	
<b>10. TOTAL ESTIMATED COST</b>				<b>\$ 22,932</b>
11. FIXED FEE (10% on BC direct labor and indirect cost and 5% on normal reimburseables)				\$ 2,068
12. TOTAL PRICE				\$ 25,000

**EXHIBIT B - TASK 2**

<b>COST OR PRICE SUMMARY FORMAT FOR SUBAGREEMENTS UNDER NH SAG &amp; SRF</b>	Form Approved DES 02/2006
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**PART I - GENERAL**

1. GRANTEE / LOANEE Winnepesaukee River Basin Program	2. GRANT/LOAN NO.
3. NAME OF CONTRACTOR OR SUBCONTRACTOR Brown and Caldwell	4. DATE OF PROPOSAL 10-Sep-14
5. ADDRESS OF CONTRACTOR OR SUBCONTRACTOR (Include ZIP) 155 Fleet Street, Portsmouth ,NH 03801 1 Tech Drive, Andover, MA 01810	6. TYPE OF SERVICE TO BE FURNISHED Professional Engineering Services

**PART II - COST SUMMARY**

7. DIRECT LABOR (Specify labor categories)	HOURS	AVERAGE HOURLY RATE	ESTIMATED COST	TOTALS	
Principal	16	\$83.79	\$1,340.64		
Project Manager	12	\$51.41	\$616.92		
CMOM Specialist	0	\$65.21	\$0.00		
Process Engineer	0	\$62.40	\$0.00		
Collections Engineer	0	\$43.27	\$0.00		
WWTP Operations Specialist	0	\$49.16	\$0.00		
Project Engineer	9.5	\$37.55	\$356.73		
Project Assistant	2	\$26.89	\$53.78		
Administrator/Word Processor	2	\$33.87	\$67.74		
<b>DIRECT LABOR TOTAL:</b>					<b>\$ 2,436</b>
8. INDIRECT COSTS (Specify indirect cost pools)	RATE	X BASE =	ESTIMATED COST		
Finge and Overhead (current federally approved rate)	1.8	\$ 2,436	\$ 4,384		
<b>INDIRECT COSTS TOTAL:</b>				<b>\$ 4,384</b>	
9. OTHER DIRECT COSTS					
a. TRAVEL			ESTIMATED COST		
(1) Transportation			\$ 237		
<b>TRAVEL COSTS TOTAL</b>			<b>\$ 237</b>		
b. EQUIPMENT, MATERIALS, SUPPLIES (Specify categories)		QTY	COST	ESTIMATED COST	
Technology, communications and reproduction		41.5	\$6/hr	\$ 249	
<b>EQUIPMENT SUBTOTAL:</b>				<b>\$ 249</b>	
c. SUBCONTRACTS			ESTIMATED COST		
NEIWPICC (Standard rates will be used)			\$ -		
<b>SUBCONTRACTS SUBTOTAL:</b>			<b>\$ -</b>		
d. OTHER (Specify categories)			ESTIMATED COST		
<b>OTHER SUBTOTAL:</b>			<b>\$ -</b>		
e. OTHER DIRECT COSTS TOTAL:				<b>\$ 486</b>	
<b>10. TOTAL ESTIMATED COST</b>				<b>\$ 7,306</b>	
<b>11. FIXED FEE (10% on BC direct labor and indirect cost and 5% on normal reimburseables)</b>				<b>\$ 694</b>	
<b>12. TOTAL PRICE</b>				<b>\$ 8,000</b>	

## **EXHIBIT C SPECIAL PROVISIONS**

### **Item 1.**

Delete P-37 Agreement item 14.1.1 which reads: “comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence;”

Replace P-37 Agreement item 14.1.1 with the following: “commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence or in amounts of no less than \$1,000,000 per occurrence and no less than \$2,000,000 aggregate”.

### **Item 2.**

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 3.**

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

### **Item 4.**

#### **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 5.**

#### **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.

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 7, 2014, the following resolution was adopted:

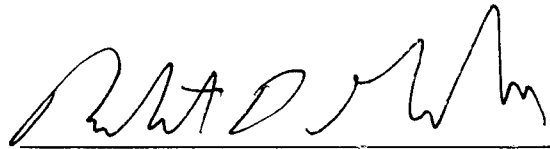
RESOLVED that all Brown and Caldwell officers currently appointed to serve are ratified and authorized to continue to hold their offices at the pleasure of the Board of Directors of this corporation until the next annual meeting of the Board of Directors of this corporation or until their respective successors are elected or qualified, or until their earlier resignation. A listing of current company officers is attached.

BE IT FURTHER RESOLVED that all Brown and Caldwell officers listed are authorized to financially commit the corporation in accordance with the Company procedures and policies within their 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 7, 2014, 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 19<sup>th</sup> day of September, 2014.

SIGNED:



ROBERT D. GOODSON, Secretary

(SEAL)

# 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 and annual reports 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 20<sup>th</sup> day of August, A.D. 2014

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State



# CERTIFICATE OF LIABILITY INSURANCE

5/31/2015

DATE (MM/DD/YYYY)

8/12/2014

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 : Hartford Fire Insurance Company		19682
INSURER B : Lloyds of London		
INSURER C : Hartford Insurance Co of the Midwest		37478
INSURER D :		
INSURER E :		
INSURER F :		

INSURED  
1051211 BROWN AND CALDWELL  
AND ITS WHOLLY OWNED SUBSIDIARIES  
AND AFFILIATES  
201 NORTH CIVIC DRIVE, SUITE 115  
WALNUT CREEK CA 94596

COVERAGES \* CERTIFICATE NUMBER: 12123535 REVISION NUMBER: XXXXXXXX

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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	N	N	37CSEQU1172	5/31/2014	5/31/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:							
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS	N	N	37CSEQU1173	5/31/2014	5/31/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						\$ XXXXXXXX
C A	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	N/A	37WNQU1170 37WBRQU1171	5/31/2014 5/31/2014	5/31/2015 5/31/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	PROFESSIONAL LIABILITY	N	N	LDUSA1400482	5/31/2014	5/31/2015	\$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: PROJECT TITLE, MANAGEMENT, MAINTENANCE AND OPERATION STUDY. BC PROJECT NUMBER 144215, PDS SID: 42188. THIRTY DAYS NOTICE OF CANCELLATION BY THE INSURER WILL BE PROVIDED TO THE CERTIFICATE HOLDER WITH RESPECT TO THE GENERAL, AUTO, PROFESSIONAL LIABILITY AND WORKERS COMPENSATION POLICIES. TEN DAYS NOTICE WILL BE PROVIDED IN THE EVENT OF NONPAYMENT OF PREMIUM.

## CERTIFICATE HOLDER

12123535  
NHD-16  
NHDES - WRBP  
ATTN: SHARON MCMILLIN, ADMINISTRATOR  
528 RIVER STREET  
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

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