

The State of New Hampshire
Department of Environmental Services

Thomas S. Burack, Commissioner



*Celebrating 25 Years of Protecting
New Hampshire's Environment*

February 14, 2013

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

REQUESTED ACTION

Authorize the Department of Environmental Services (DES) to enter into a contract with Brown and Caldwell (Vendor Code #230406) Andover, MA in the amount of \$328,612.00 for consulting engineering services for the Winnepesaukee River Basin Program (WRBP), effective upon Governor and Council approval through June 30, 2014. 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 FY2014 is contingent upon appropriation and availability of funds.

	<u>FY 2013</u>	<u>FY2014</u>
03-44-44-442010-5426-046-500463	\$150,000	\$178,612
Dept Environmental Services, Winnepesaukee River Basin, Consultants		

EXPLANATION

Approval of this request will authorize Brown and Caldwell to provide consulting engineering services to complete a Maintenance, Operations and Management (MOM) Study of the Winnepesaukee River Basin Program (WRBP). 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 Lakes Region communities of Moultonborough, Center Harbor, Meredith, Gilford, Laconia, Sanbornton, Belmont, Tilton, Northfield, and Franklin that are represented by the WRBP Advisory Board. These member communities are assessed 100% of the costs to operate and maintain the WRBP.

The member communities and DES entered into a Memorandum of Understanding in 2012 which included provisions for an independent evaluation of the WRBP. The objective of the MOM Study evaluation and analysis is 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 will include 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 separate from the State of New Hampshire; and (b) privatizing operations of the WRBP facilities that are owned by the State of New Hampshire. After study completion, DES and the Advisory Board will work cooperatively to implement agreed-upon recommendations in a systematic fashion. The services that are the subject of this contract are more completely described in Exhibit A.

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council

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 July 17, 2012. In consultation with the Advisory Board, DES-WRBP staff prepared a detailed RFP which was distributed to all interested firms on the DES roster of pre-qualified wastewater consulting engineers. The RFP was also advertised in The Union Leader newspaper and posted on the State's Administrative Services Purchase and Property website. Three firms responded to the solicitation and were independently evaluated by the Selection Team comprised of the DES staff and Advisory Board members recommended by the WRBP Advisory Board (see attached table with selection team members and ranking results). The Selection Team then entered into negotiations with the highest scoring firm, Brown and Caldwell, using a separately submitted Fee Schedule.

Based upon their superior proposal and interview, breadth of pertinent experience and expertise, and teaming relationship with a well-respected wastewater industry association to help provide a balanced and unbiased approach, the Selection Team unanimously recommended that the WRBP enter into a contract with Brown and Caldwell. On December 13, 2012, the WRBP Advisory Board reviewed the negotiated scope and budget of the MOM Study and unanimously recommended entering into the contract with Brown and Caldwell.

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

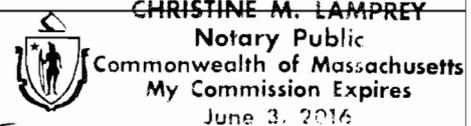
Subject: WRBP Maintenance Operations and Management Study FORM NUMBER P-37 (version 1/09)

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name <u>Department of Environmental Services</u>		1.2 State Agency Address <u>29 Hazen Drive, Concord, NH 03302</u>	
1.3 Contractor Name <u>Brown and Caldwell</u>		1.4 Contractor Address <u>1 Tech Drive, Suite 310 Andover, MA 01810</u>	
1.5 Contractor Phone Number <u>978-794-0336</u>	1.6 Account Number <u>03-44-44-442010-5426-046-500463</u>	1.7 Completion Date <u>June 30, 2014</u>	1.8 Price Limitation <u>\$328,612.00</u>
1.9 Contracting Officer for State Agency <u>Thomas S. Burack, Commissioner</u>		1.10 State Agency Telephone Number <u>603-271-3503</u>	
1.11 Contractor Signature <u>John E. Solo</u>		1.12 Name and Title of Contractor Signatory <u>John E. Solo, Sr. V.P.</u>	
1.13 Acknowledgement: State of <u>MA</u> , County of <u>N/A</u> On <u>1/8/2013</u> , 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] <u>Christine M. Lamprey</u>			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Christine M. Lamprey</u>			
1.14 State Agency Signature <u>Thomas S. Burack</u>		1.15 Name and Title of State Agency Signatory <u>Thomas S. Burack, Commissioner</u>	
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: <u>[Signature]</u> On: <u>2-20-13</u>			
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.

Contractor Initials **JES**
Date **4/10/13**

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

Contractor Initials *DES*
Date *4/27/13*

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: Services

Note: A list of abbreviations used is provided at the end of this exhibit.

Project Understanding

The State of New Hampshire created the Winnepesaukee River Basin Program (WRBP) in 1972 to address water quality issues in the Lake Winnepesaukee basin. The program included installation of trunk sewers and pumping stations to collect wastewaters from the member communities and convey flows to a new regional wastewater treatment plant, the Franklin Wastewater Treatment Plant (WWTP).

The facilities have been operated and maintained by the New Hampshire Department of Environmental Services (NHDES) with the responsibility for the costs of operations and improvements being borne by the ten member communities served by the program. While the operation has been highly successful and reliable, the age and expected need for significant capital expenditures in the near future has prompted the member communities, in cooperation with the NHDES and WRBP staff, to evaluate the current operational performance as well as the overall ownership structure. This evaluation prompted this project of which the purpose is to reduce the short and long-term cost to operate the WRBP facilities and recommend a series of implementable approaches for cost savings.

Overall Approach

The evaluation will have two key components. First, benchmarking will be performed to determine how the Franklin WWTP and collection system is managed, operated and maintained, in an effort to identify if the system is comparable to other similarly sized facilities in terms of cost of treatment, staffing, and organizational structure. The second task will be to review and evaluate the current organizational and governance structure to identify if other approaches would be more effective and efficient. Although the two tasks are not directly related, it is a progressive approach. Determining the current operational effectiveness and identifying strengths and weakness will be important to understand in order to properly assess and consider other organizational alternatives.

An important element of our approach is to perform our work in an open and highly collaborative manner. This will be important throughout the project. During the benchmarking task, we will need to communicate and coordinate with many WRBP staff to fully understand existing performance and cost data and to get candid input regarding ways to improve work practices and procedures. As we move into the development of improvement concepts and specific measures to improve efficiency and lower costs, we will want to interface with working level and management staff as well as the representatives from the member communities. This collaborative approach will be even more important as we evaluate alternate ownership and operations arrangements due to the sensitivity of these organizational issues. This approach will ensure that all issues are discussed and evaluated fairly and appropriately. By conducting evaluations in an open and collaborative manner, it will be easier to gain consensus and move the project and its findings forward in a productive and defensible direction.

Brown and Caldwell brings a strong team and a fresh, unbiased perspective to help the NHDES, WRBP, and member communities through this unique and challenging assignment. Brown and Caldwell has a strong history of assisting utilities through facility optimization and cost savings initiatives. Through the use of specialized operations experts working closely with our project managers and engineers, we are able to understand the inner workings of a facility, gain consensus amongst stakeholders and implement meaningful changes. In addition, BC does not have a contract operations business so our operations staff can operate in a transparent and team oriented way to support the WWTP staff. In addition, the involvement of the New England Interstate Water Pollution Control Commission (NEIWPCC) on the BC Team will provide additional expertise and support through the benchmarking assessment. Finally, Brown and Caldwell has assisted a number of communities and utilities in re-organizational efforts and has local and national experience and expertise that will allow us to provide a thorough and objective analysis.

Study Objectives

There are three primary objectives which are listed in Table 3-1 below and discussed in the subsequent paragraphs. Our detailed scope of services to accomplish these objectives along with work plans and schedules are presented in Section 4 of this proposal.

Key Project Objectives

Objectives	Strategy	Benefit
Benchmark current operations and maintenance program	<ul style="list-style-type: none"> • Incorporate knowledge of data from local and national similar facilities utilizing expertise from NEIWPC or New England facilities. • Review data to determine normalized cost of treatment. • Hold WRBP staff discussions to understand current practices. 	<ul style="list-style-type: none"> • Meaningful comparative data to use to make decisions. • Valuable information and presentation of existing data.
Identify improvement measures and potential cost savings	<ul style="list-style-type: none"> • Use asset management principles to generate accurate assessment of O&M costs. 	<ul style="list-style-type: none"> • Understanding of both current costs and target costs. • Knowledge to make decisions for modifications of approach to long-term maintenance programs.
Consider alternate ownership and operations models	<ul style="list-style-type: none"> • Develop consensus based goals to use as foundation for evaluations of different ownership considerations. 	<ul style="list-style-type: none"> • Tailored ownership evaluations. • Realistic and implementable alternatives.

Scope of Services

Task 1: Benchmarking Current Management, Operations and Maintenance Programs

The work to be performed under this Task is organized under three main headings:

Staffing Levels and Organization

Cost Structure

Polices Practices and Procedures for Maintenance, Operations and Management

Goals and Objectives of Benchmarking:

The goal of this Task for the WRBP is twofold: (1) assemble and analyze quantitative information on operations and cost and qualitative information on practices and work process and benchmark that information against comparable utilities and (2) identify improvement measures and potential cost savings. As far as costs are concerned, all WWTP/Collection system operating costs fall into 5 discrete categories and any significant cost savings will have to come from one or more of these.

Labor

Energy

Chemicals

Maintenance/repairs and replacement

Debt Services on capital investments

Of these, labor cost tends to be the largest, while energy and chemicals can be significant depending on the specific process and equipment utilized.

Task 1.1 Review Data and Documents

The information upon which most of the Study activities is based is common and Brown and Caldwell will assemble and compile a single database system that will satisfy the data needs of all these activities. This will include at least 5 years of cost and performance data. In addition, all cost data will be trended at least 5 years out to identify causes for concern or items of particular interest. We will assemble and review:

Operations Data:

Comprehensive Plan Evaluation: Woodard and Curran 2001

Preliminary Design Summary Report: CDM, 2009

Performance data such as

Daily monitoring reports

Process design parameters

Residuals disposal

Operational controls including sludge management, future nutrient removal/nitrification impacts, disinfection, and dewatering performance.

Cost Data:**Labor:**

Historic staffing utilization and labor parameters, staff structure, overtime, job descriptions, labor agreements, labor costs, employee benefits, attendance, worker's comp claims, training and advancement opportunities, vacancies and turnover rate.

Operational Cost elements

Energy costs, electric billing methodology, peak energy factor discounts, high energy use equipment, pump station energy, non-electric energy (e.g. heating),

Existing and potential future chemical usage to determine any potential savings.

Work Processes and Procedures:

Structure and organization of maintenance activities,

Standard operating procedures (SOPs),

Type and extent of maintenance performed in house,

Nature and scope of outsourced maintenance,

Instrumentation/SCADA,

Work Order system

Key performance indicators

Back-log analysis

Days-outstanding/downtime analysis

Inventory control and distribution

Purchasing methodologies

Sewer and manhole inspections and cleaning

Non-capital equipment replacements, WWTP and pump stations

Repairs and replacements in the collection system or WWTP

Routine pump station maintenance practices

Task 1.2 Organize Functional Work Groups and a Steering Committee

An important element of our approach is to perform the work in an open and highly collaborative manner. Based on our extensive experience with similar projects, we propose that two groups be organized to help project execution and to provide overall guidance.

Steering Committee: Because of the need for good collaboration and communication as the study is carried out, a Steering Committee will be created for the project. The Steering Committee will provide guidance to the consultant team and policy advice and receive regular updates on study progress. Typically, a Steering Committee would include members of the utility's management team and those who have the authority to adopt and implement study recommendations. The Steering Committee will be particularly important during the assessment of alternate ownership and operations models because of the policy implications of this task. Having the current Advisory Board as well as key DES staff serve as the Steering Committee is one option.

We believe that having regular meetings with the Advisory Board (or smaller Steering Committee) is important; for budgeting purposes we are assuming that there will be a meeting approximately every other month which would be attended by two members of the consultant team.

Functional work groups: These small groups will consist of a few WRBP staff from the key functional areas that make up the organization (e.g. treatment, maintenance, support services, etc.). These groups would serve as an important exchange interface with various subject matter experts on the BC team. We will work initially with these groups to more fully understand existing operations and current performance data; we will then have open discussions to obtain their candid suggestions as to how operations and work processes could be improved. These teams will stay engaged as specific improvement measures are defined to make sure the measures are practical and implementable.

For budgeting purposes, we are assuming that there will be three work groups that will meet three times during Task 1.

Likely times are during Task 1.1, data review/staff interviews; during Task 1.3, 1.4 and 1.5, the benchmarking related tasks; and during Task 1.6, identifying improvements and cost savings measures. The consultant team will have two individuals involved in each work group meeting.

Task 1.2 consists of organizing the work groups and Steering Committee; developing guidelines for these groups; and preparing a short summary that would describe the composition of the groups (both the consultant staff and the WRBP staff) and how the groups will operate. The actual consultant time for participating in the work group and Steering Committee meetings is budgeted under Task 3.2.

Task 1.3 Identify Benchmark Utilities and Methodology

A key step will be to develop a candidate list of similar WWTP and collection systems organizations which have comparable characteristics to the WRBP, including:

Wastewater flow

Work force strength

Scope of service

Asset types

Treatment requirements (i.e. nutrient limits, residuals program, etc.)

Identify where cost differentials occur in other organizations, under what circumstances these occur, account for these differentials in terms of labor, energy, chemical, maintenance and debt service, and apply them as much as is practical to the WRBP. Identify each organization's methodology / metrics for overall productivity and system/employee performance. It is likely that the cost/organizational differentials identified in other organizations may involve their level of adoption of a greater use of technology. Examples include:

- Operations (e.g. SCADA)
- Collection system activities (e.g. GIS)
- Maintenance activities (e.g. CMMS)
- Process control (e.g. LIMS)

The cost of introducing these improvements varies widely and is very site-/operation-specific. Parameters will be developed to take these situations into account.

Task 1.4 Prepare Cost Comparisons

Based on the information compiled in the previous tasks, BC will prepare cost tabulations for the following:

- Breakdown of total operating costs into cost categories (Wages, Benefits, Chemicals, Utilities, Supplies, Debt Service);
- Collection system (\$/mile, and gal/mile transported);
- Treatment plant (\$/gallon treated); and
- Other cost metrics.

Task 1.5 Management, Operations and Maintenance (MOM) Policies, Practices and Procedures

The results of the analyses undertaken in Task 1.1 will be compiled into a document describing all current practices and costs together with the side-by-side comparison with the benchmark utilities. From this we will identify opportunities for improvements in MOM policies, practices and procedures.

Brown and Caldwell will include in its analysis:

A review of WRBP's asset management practices and achievements

Administrative procedures

The use of information technology in managing, controlling and accounting for its performance

Maintenance practices

Other standard operating procedures

We will look at the above issues specifically from the perspective of properly managing any potential changes based on opportunities for cost savings and / or efficiency in the context of upgrading both management and operational practices and procedures, and not sacrificing performance, reliability or permit compliance.

Task 1.6 Identify Improvement Areas and Potential Cost Savings

The benchmarking comparisons will provide valuable insights as to the current strengths and weaknesses of WRBP operations and be the starting point for possible areas of improvement. The exchange discussions with the functional area groups will provide valuable input on obstacles and barriers that are preventing optimal performance as well as new and innovative suggestions. The third source of information will be the experience of the BC team members gained in working with many other water and wastewater utilities.

From the collective inputs just described, a comprehensive list of potential improvement areas by functional area will be compiled. This list will be screened in a cost/benefit analysis to produce a qualified set of viable improvement measures. That set of measures will be examined more closely by the Steering Committee and potential cost savings estimated. The expected cost and steps for implementation will also be defined. An implementation sequence and timeline for implementing these improvements/changes will be prepared and presented to the Steering Committee as part of the Task 1 Technical Memorandum deliverable.

The project team will also be looking for potential “quick wins”. These are the good ideas that can be implemented immediately rather than waiting several months for the entire study to be completed before they are adopted. Our experience is that the synergy between the utility staff and our subject matter experts can identify some surprisingly effective improvements that can be implemented with minimal cost and effort.

Task 1 Deliverables:

1. Technical memorandum summarizing the data review. (Task 1.1).
2. Summary memorandum with Steering Committee and work group organization, composition, and operating guidelines (Task 1.2)

Milestone Payment #1 after Task 1.1 and 1.2

3. Recommended list of benchmark utilities including summaries of each and the relevance to the WRBP. (Task 1.3)
4. Benchmarking comparisons. (Task 1.4 and 1.5)

Milestone Payment #2 after Task 1.3, 1.4 and 1.5

5. List of improvement areas and estimated cost savings including “quick wins.” (Task 1.6)
6. Technical memorandum summarizing Task 1 activities.

Milestone Payment #3 after Task 1.6 and Summary Memo of Task 1 Activities and Tasks 2.1, 2.2 and 2.3 completed

Task 2: Organizational Structure Evaluation

There were three alternative reorganizational options described in the State’s Request for Proposal (RFP) for this project:

1. Creating an independent sewer authority to own, operate or manage the WRBP under the authority of the communities;
2. Creating a new regional sewer authority to own and operate all wastewater infrastructure within the communities; and
3. Privatizing the current operations with the State retaining ownership of assets.

Task 2 will prepare a comparative analysis of the most feasible, expeditious and cost-effective alternative reorganization strategies and make a recommendation for moving forward. WRBP has proposed the three options listed in the RFP, above, be the basis for this comparison. The issues that need to be clearly discussed and evaluated for each option include financial, legal, political, organizational, labor and logistics. Each of these three basic alternatives actually has a number of variations that will be considered when the alternative is fully developed for this assessment. For example:

Options 1 and 2:

The exact scope of ownership and/or services of a new independent authority could vary. The first variable is which wastewater infrastructure assets would be transferred to the new authority --- WWTP, maintenance facilities, regional conveyance facilities, local community sewers/pumping stations? Also, would all future assets be under the control of the new authority? The second variable relates to responsibility for operations and maintenance (O&M) of the facilities owned by the new authority; would the new authority have responsibility for O&M of only the assets it owns or would it also provide O&M service for assets retained by the local communities?

Option 3:

"Privatization" can range from outsourcing limited functions to an option that could involve complete operation, maintenance and capital repair/replacement of facilities by a private firm. Other variations include selling the assets or a long term lease with a private entity.

Task 2.1 Review Reports and Documents

Assemble and Review materials as published and/or as provided by DES/WRBP, including:

Comprehensive Plan Evaluation: Woodard and Curran 2001

Preliminary Design Summary Report: CDM, 2009

Enabling legislation, particularly the legislative developments resulting in 1989, 1996, 2005 and 2007 Section 485 and its amendments

NHDES/SEIU Local 1984 labor agreements and benefits arrangements and related legislation

DES/WRBP MoU: 2012

WRBP financial records, audits and reports

Franklin WWTP NPDES Permit and CMOM submittals.

System flow distribution and current obligated allocations

WRBP CIP

Review of published service area demographics

Current and historic staffing data, sub-contract and supply cost data

Condition assessments/asset valuation of physical plant and infrastructure and real estate

Identify known and potential liabilities or other negatively valued assets (i.e. assets that are beyond their useful life and are highly critical)

New Hampshire Code of Administrative Rules, regarding program operating standards

In task 2.2 below, BC will work with the steering committee and advisory board to define the details of each of these three basic alternatives.

Task 2.2 Define Specific Alternatives

As discussed at the beginning of our task 2 description, there are many variations on the three basic alternatives identified in the RFP. It will be important to carefully and clearly define what alternatives should be considered before the detailed evaluation begins. This is an important step in the project and the BC team will work closely with the appropriate leadership for the project (DES senior staff, steering committee, advisory board, and other stakeholders). We suggest a half-day workshop where the BC team can outline the range of ownership/operational approaches and have an exchange with the project leadership to pin down what should be evaluated. At the end of that workshop, we will prepare a summary document that clearly describes each alternative to be evaluated.

Task 2.3 Compare WRBP Alternatives with other Utility Organizations

Identify suitable and comparable water pollution control facilities/collection systems for analysis. Prepare side-by-side comparison of pertinent organizational data and information (See utilities identified in benchmarking Task 1.3) including:

Staffing

Cost structures

Organizational policies and rules

Operating practices and standards

Legislative authority

Labor agreements
 MOM structure
 Ownership requirements/obligations

Task 2.4 Review Existing New Hampshire Legislative Authority

Determine the legislative procedures required for establishing a new Regional Water Pollution Control Authority
 Identify the process to transfer state-owned assets to another public or a private entity
 Identify any prior funding obligations that will survive the reorganization and accompany the dissolution of WRBP
 Research the possibility of debt forgiveness
 Review history of privatization in New Hampshire of existing state operations, with state retaining ownership of assets
 Discuss any issues coming out of the current debate regarding privatization within the state prison system and identify lessons learned

Task 2.5 Analyze Privatization Options

There are many variations in “privatization” and/or contract operations in the water/wastewater sector. The most basic approach is the outsourcing of a limited number of functions within the utility operation such as just equipment maintenance, or just management of the utility’s operating staff or just customer billing; outsourcing can be expanded all the way to a private company taking responsibility for all O&M and support functions. A public owner may want to have its contract operator also implement capital projects in a design build operate (DBO) manner or even participate in design build operate financing (DBOF). In Task 2.2, we will work with the Steering Committee and/or Advisory Board to define the exact parameters of the privatization alternative (s) to be analyzed. Brown and Caldwell’s business consulting group has assisted many utilities in the negotiations and/or procurement for all the different types of privatization and contract operations options.

The following tasks will then be performed for the privatization alternative(s) selected for analysis:

Identify process, schedule, milestones and parameters for privatization (e.g. RFQ/RFP, schedule, etc.)

Provide case studies of other utilities that have considered and/or implemented contract operations or other forms of privatization including lessons learned

Evaluate potential near term and long term potential cost savings

Compare privatization options to the “base case” of re-engineering the current organization as described in Task 1

Task 2.6 Compare Costs, Benefits and Risks of an Organizational Alternative

Develop cost profiles for each of the alternatives for a 20-year horizon

Identify and quantify both direct and indirect financial and socio-economic benefits.

Develop risk assessments for the implementation of each of the alternatives.

Summarize the advantages and disadvantages of the alternatives (probably three, although one or more may have variations) and present the results to the Steering Committee and/or Advisory Board for discussion.

Task 2.7 Draft and Final Report

Prepare Draft Report for review and comment by the Steering Committee and/or Advisory Board.

Attend review meeting to discuss draft report with requested changes incorporated into final report.

Prepare Final Report.

Task 2 Deliverables

1. Technical Memorandum defining the alternatives to be evaluated (Task 2.2)
2. Side-by-side comparison of the WRBP alternatives to other utilities identified in Task 1.3 (Task 2.3)

Milestone Payment #3 after Task 1.6, Summary Memo of Task 1 Activities, and Tasks 2.1, 2.2 and 2.3 completed

3. Discussion document analyzing privatization options, including legislative authority (Tasks 2.4, and 2.5)

Milestone Payment #4

4. Discussion document summarizing the advantages and disadvantages of the alternatives and comparison to a reengineered current organization (Task 2.6)

Milestone Payment #5

5. Draft Report (Task 2.7) prepared and presented to the Steering Committee and/or Advisory Board.

Milestone Payment #6

6. Final Report (Task 2.7)

Milestone Payment #7

Task 3: Coordination and Meetings

The BC team will provide the necessary management and coordination and attend appropriate meetings to the extent needed for a successful project.

Task 3.1 General Coordination and Management

The consultant leadership team will perform management/administrative tasks to facilitate smooth execution of the project and to provide a strong framework of communication with WRBP leadership, the Steering Committee and/or the Advisory Board. Tasks will include day-to-day communications, preparation of summaries of work progress to accompany monthly invoices, and coordination of project team members including NEIWPC staff.

Task 3.2 Work Group and Steering Committee Meetings

As discussed in Task 1.2, there will be three functional work groups involved in Task 1 and a Steering Committee that will meet approximately every other month for the entire project. Each work group will meet three times as described in Task 1.2 and will involve two members of the consultant team in each meeting. We are budgeting 6 hours for each meeting to allow for agenda preparation, meeting time and preparation of a summary; thus, there would be 18 (3x3=9 workshop meetings) meetings at 6 hours each meeting for 2 BC staff for a total of 108 (9x6x2 =108) hours.

The Steering Committee would meet approximately every other month for the 12 month study duration so there would be 6 meetings involving two consultants on average. We are budgeting 6 hours per meeting to allow for agenda preparation, meeting time and preparation of a meeting summary. Thus, 6 meetings for two consultants would require 72 hours.

We also recommend that there be a kick off meeting with WRBP staff and Advisory Board members after the contract is signed for Brown and Caldwell to provide an overview of the objectives and scope of the project.

Recommended Report Outline

1. Introduction
 - a. History of WRPB
 - b. Summary of current conditions
 - c. Organizational Description
2. Benchmarking
 - a. Introduction
 - b. Data Review
 - c. Functional Workgroups and Steering Committee organization
 - d. Benchmarking Comparison
 - i. Performance Metrics
 - ii. Cost Metrics
 - iii. MOM policies and procedures

- e. Improvement Areas
 - f. Potential Cost Savings
 - g. Recommended Implementation Plan for Improvements
3. Organizational Structure Evaluation
- a. Introduction
 - b. Document/Legal review
 - c. Detailed description of alternatives to be evaluated
 - d. Other utilities' experience with formulation of independent sewer authorities and/or prioritization
 - e. Legislative Review and Evaluation
 - f. Comparison of organizational alternatives
 - g. Summary of Findings
 - h. Recommendations
4. Appendices

Project Schedule

The project schedule shows the full scope of services being completed in 12 months and will be executed in a progressive manner as laid out by the identified tasks and subtasks. The meetings and workshops will generally follow the schedule described below:

Kick-off meeting – at WWTP for WRBP staff; Advisory Board members will be invited.

Proposed Steering Committee meeting schedule:

Month 2 Organize Steering Committee & Work Groups

Month 4 Review Peer Agency Summaries

Month 5 Define Privatization alternatives

Month 6/7 Privatization options

Month 8/9 Comparison of privatization options to reengineered current organization

Month 10 Draft report for review; presented to the Advisory Board and staff for input

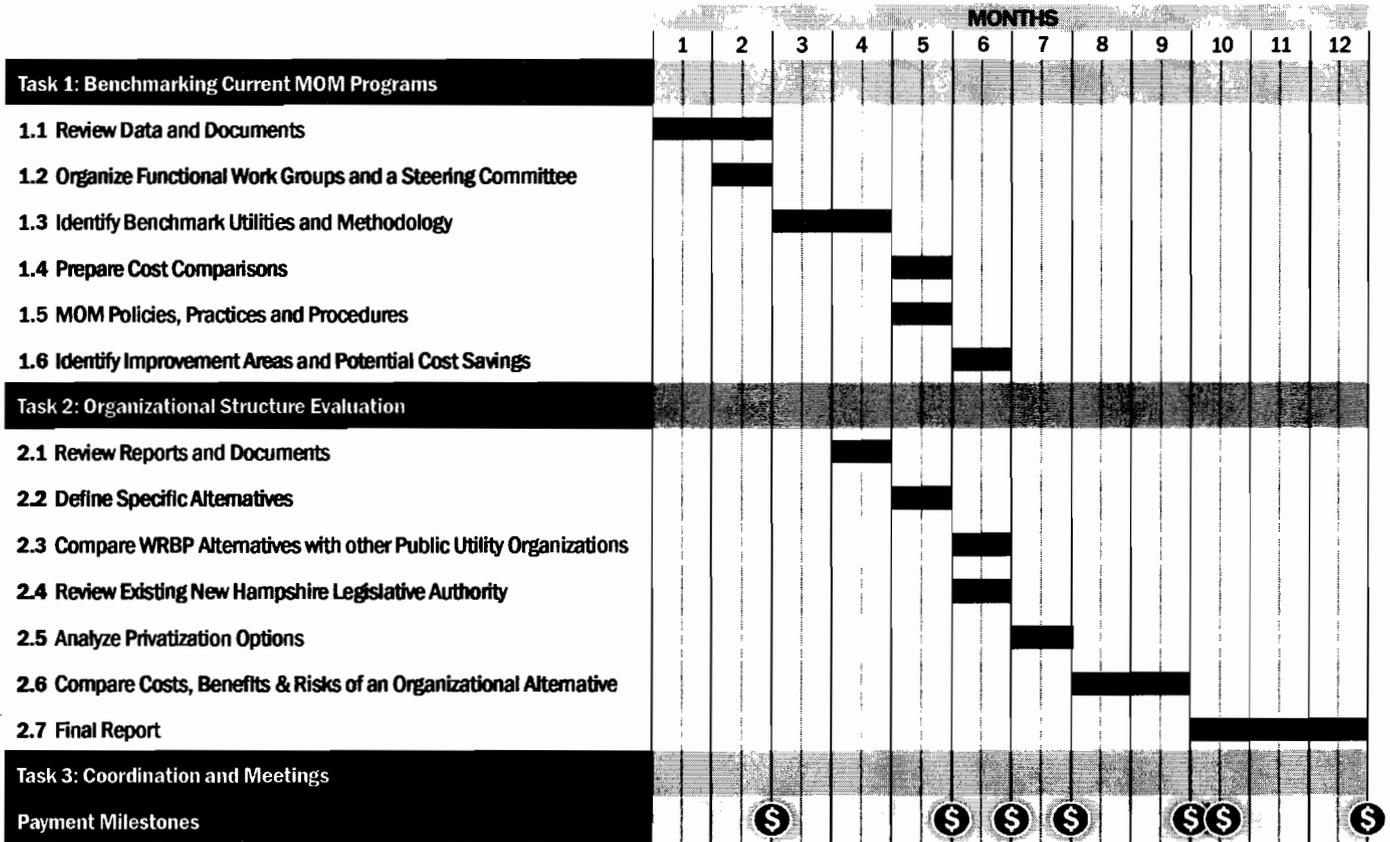
Month 12 Final report completed and presented to staff and member communities (larger group invited)

Proposed work group meeting schedule:

Months 1 & 2 for Task 1.1 data review/staff interviews

Months 3, 4, & 5 for Benchmarking Tasks 1.3, 1.4 and 1.5

Month 6 for improvements and cost savings Task 1.6



\$ Payment Milestones

Billing and Payment

In accordance with DES standard contracting, the project budget will be organized as cost plus fixed fee, with a not to exceed total as agreed upon. Brown and Caldwell will prepare and submit monthly invoices based on actual hours worked and direct expenses during the period. In order to provide cost control, it has been agreed that payment of the profit portion of the invoice will be limited according to the following milestone payment schedule. The monthly invoices will include both labor costs and the appropriate portion of the fixed fee or profit.

Payment Milestones for Profit

Progress Payment Descriptions	Month	Cumulative % of Profit
1. Complete data/document review and submit summary memorandum (Task 1.1) and complete the organization of the functional work groups and Steering Committee (Task 1.2)	2	15
2. Complete benchmarking (Tasks 1.3, 1.4 ,1 .5)	5	35
3. Complete list of improvement areas and estimated cost savings (Task 1.6) and the Technical Memorandum of Task 1 Activities and the comparison of organizational alternatives with other public utilities (Tasks 2.1, 2.2 and 2.3)	6	55
4. Complete the analysis of privatization options and legislative authority (Tasks 2.4 and 2.5)	7	70
5. Complete comparison of privatization options to the reengineered current organization (Task 2.6)	9	80
6. Complete draft report and present to the Steering Committee and/or Advisory Board (Task 2.7)	10	90
7. Complete final report and present to the Steering Committee and/or Advisory Board (Task 2.7)	12	100

List of Abbreviations

BC – Brown and Caldwell
CIP – Capital Improvement Program
CMMS – Computerized Maintenance Management System
CMOM - Capacity, Management, Operations, and Maintenance
DBO – Design Build Operate
DBOO – Design Build Own Operate
DBOF – Design Build Own Finance
GIS – Geographical Information System
LIMS – Laboratory Information Management System
MOM – Management, Operations, and Maintenance
NEIWPCC – New England Interstate Water Pollution Control Commission
NHDES – New Hampshire Department of Environmental Services
O&M – Operation & Maintenance
RPM – Replacement Planning Model
SCADA – Supervisory Control and Data Acquisition
SEIU – Service Employees International Union
SOP – Standard Operating Procedure
WRBP – Winnepesaukee River Basin Program
WWTP – Wastewater Treatment Plant

EXHIBIT B
FEE SCHEDULE and TERMS OF PAYMENT

NHDES WRPB MOM Study
Cost Summary

Item	Cost, \$
BROWN AND CALDWELL	
Direct Labor	\$88,543 ¹
Indirect Labor	\$159,378
Expenses	\$34,972 ²
Subtotal	\$282,893
Profit	\$26,042
Total	\$308,935
NEIWPC	
Labor	\$19,176 ³
Expenses	\$500
Total	\$19,676
Total Project Cost	\$328,612

¹ See Labor Summary Budget by Task

² See 5700 form for detail

³ See NEIWPC Level of Effort

See the "Billing and Payment" section included in Exhibit A for details regarding the milestone payment schedule.

**EXHIBIT B
FEE SCHEDULE and TERMS OF PAYMENT - Continued**

**Summary of NEIWPCC
Level of Effort for NHDES WRBP MOM Study**

GRADE/STAFF MEMBER	BILLING RATE, \$/HR	HOURS			TOTAL	TOTAL COST \$
		TASK 1	TASK 2	TASK 3		
Administrative	\$44.59	0	10	0	10	\$445.90
Project Engineer (John Murphy)	\$51.25	70	30	10	110	\$5,637.50
Director (Tom Groves)	\$103.30	20	50	10	80	\$8,264.00
Executive (Susan Sullivan/Ron Poltak)	\$120.72	0	40	0	40	\$4,828.80
Expenses	---	0	0	0	0	\$500
Total	---	90	130	20	240	\$19,676.20

November 15, 2012

EXHIBIT B
FEE SCHEDULE and TERMS OF PAYMENT - Continued

Phase	Phase Description	Keaney, Jonathan A	Ellis, Joan L	Sato, John E	Overton, Martin S	Lombardi, Charles W	Pepe, Lauren K	Madigan, Jerome J	Beattie, Michael S	Watch, Marc P	Total Labor Hours	Total Labor Effort
100	Benchmarking Current Mgmt/O&M	225	40	70	0	40	120	0	100	24	619	\$ 93,041.53
101	Review Data and Documents	40	40	8	0	0	40	0	0	4	132	\$ 15,841.93
102	Organize Workgroups/Steering Comm.	25	0	16	0	0	10	0	20	4	75	\$ 12,370.66
103	Identify Benchmarks	40	0	16	0	10	20	0	0	4	90	\$ 14,791.66
104	Prepare Cost Comparisons	40	0	10	0	20	20	0	0	4	94	\$ 15,270.56
105	Management/O&M Policies	40	0	10	0	10	10	0	40	4	114	\$ 17,881.56
106	Identify Improvements/Cost Savings	40	0	10	0	0	20	0	40	4	114	\$ 16,885.16
200	Organizational Structure Evaluation	47	40	90	260	40	98	80	0	28	683	\$ 122,374.66
201	Review Reports and Documents	2	40	8	40	10	10	0	0	4	114	\$ 16,735.80
202	Define Specific Alternatives	4	0	12	40	10	0	20	0	4	90	\$ 18,270.54
203	Compare WRBP Alternatives	4	0	12	40	0	10	30	0	4	100	\$ 19,414.44
204	Review Existing NH Legislative Auth	4	0	16	20	0	0	10	0	4	54	\$ 11,374.74
205	Analyze Privatization Options	5	0	10	45	10	20	0	0	4	94	\$ 16,548.81
206	Compare Costs/Benefits/Risk	4	0	16	35	0	20	20	0	4	99	\$ 18,312.49
207	Final Report	24	0	16	40	10	38	0	0	4	132	\$ 21,717.84
300	Coordination/Meetings/Deliverables	190	50	60	20	0	20	20	0	0	360	\$ 57,297.50
301	General Coordination and Management	90	50	20	0	0	20	0	0	0	180	\$ 24,268.30
302	Meetings	100	0	40	20	0	0	20	0	0	180	\$ 33,029.20
GRAND TOTAL		462	130	220	260	80	238	100	100	52	1,662	\$ 272,713.69

Hours and Dollars are rounded to nearest whole number. To display decimals, change the format of the cells.

Total Labor Effort includes BC Direct Labor and BC Indirect Costs and the 10% profit on these BC Direct and Indirect Costs.

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 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 3, 2012, the following resolution was adopted:

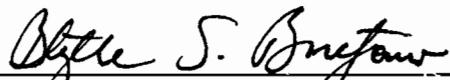
RESOLVED that all Brown and Caldwell officers currently appointed to serve are ratified and authorized to continue to hold their offices at the pleasure of the Board of Directors of this corporation until the next annual meeting of the Board of Directors of this corporation or until their respective 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. John E. Salo is a Senior Vice President of Brown and Caldwell, and is so identified in the February 3, 2012, 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 3rd day of January, 2013.

SIGNED:



BLYTHE S. BUETZOW, Assistant 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 2nd day of January, A.D. 2013

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

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/28/2012

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, LLC-1 Kansas City 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:		

COVERAGES BROCA02 CERTIFICATE NUMBER: 12123535 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	ADOL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	N	N	37CSEQU1172	5/31/2012	5/31/2013	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
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	N	N	37CSEQU1173.	5/31/2012	5/31/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ 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	5/31/2012 5/31/2012	5/31/2013 5/31/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER 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	LDUSA1200482	5/31/2012	5/31/2013	\$1,000,000 PER CLAIM & AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: PROJECT TITLE, MANAGEMENT, MAINTENANCE AND OPERATION STUDY, BC PROJECT NUMBER 031603, 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

CANCELLATION

12123535
NHD-14
NHDES - WRBP
ATTENTION: SHARON MCMILLIN, ADMINISTRATOR
528 RIVER STREET
PO BOX 68
FRANKLIN NH 03235

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

ATTACHMENT A

MOM Study Interview Ranking Sheet - Cumulative Points for each firm

	Brown & Caldwell	Woodard & Curran	CDM Smith
Team Member #1	93	35	78
Team Member #2	95	65	85
Team Member #3	95	54	69
Team Member #4	95	70	90
Team Member #5	96	50	72
Totals per firm:	474	274	394
Average Score per firm:	95	55	79
Ranking Order:	1	3	2
<p>Comments/notes: Scores are the average out of a possible 100 points using the criteria and numeric scoring system described in the RFP. Selection Team consisted of Sharon McMillin (WRBP Administrator), Steve Dolloff (WRBP Superintendent), Dan Leonard (Meredith), Jeanne Beaudin (Belmont), Ray Korber (Bay District), and Johanna Ames (Alternate, Tilton). Based upon the Selection Team rankings above and discussion on 10/17/12, Brown & Caldwell/NEIWPPC was unanimously recommended, such that contract negotiations would commence.</p>			