

TOWN OF NEWMARKET, NEW HAMPSHIRE

This AGREEMENT made and entered into at Rockingham County, New Hampshire, this ____ day of _____ 20____, by and between Town of Newmarket, New Hampshire hereinafter called the OWNER, and Wright-Pierce hereinafter called the ENGINEER.

WITNESSETH:

WHEREAS, the OWNER intends to construct Treatment Works: Sludge thickener upgrade

hereinafter called the PROJECT, and

WHEREAS, professional sanitary engineering services will be required for *bidding*, construction administration, resident engineering and related services, and

WHEREAS, such services are of a distinct professional nature and hence not subject to the bidding process,

NOW THEREFORE, in consideration of these premises and of the mutual covenants herein set forth, the OWNER hereby employs the ENGINEER to furnish the following engineering services in connection with the proposed PROJECT; and it is agreed by and between the OWNER and the ENGINEER as follows:

I. SERVICES TO BE PERFORMED BY THE ENGINEER

- A. Upon execution of this AGREEMENT, the ENGINEER shall proceed with the general administration of construction and ~~fulltime~~ *part time* inspection by qualified personnel of the contractor's work to assure compliance with the contract documents and any coincident or subsequent changes or change orders for the construction of the treatment works for the Town of Newmarket. Said services shall include, but shall not necessarily be limited to:
1. General Construction Administration
 - a. Updating and modifications of contract documents to meet changed site and project conditions or variations in State or Federal requirements.
 - b. Assistance in securing construction bids, conduct bid opening, tabulation and analysis of bids, and recommendation regarding award of contract. A copy of the bid analysis will be furnished to the Department of Environmental Services, Water Division, hereinafter called the DIVISION, and EPA. (Where applicable)
 - c. Completion of formal contract documents for the award of contracts.
 - d. Checking detail construction, shop and erection drawings submitted by the contractor.
 - e. Reviewing laboratory, shop, and mill test reports of materials and equipment.
 - f. Preparation of drawings and technical material as required to supplement and/or clarify the contract documents.
 - g. Review, verification, and approval of estimates for periodic and final payments to the contractors for submittal to the OWNER and the DIVISION.
 - h. Assist and coordinate with the OWNER with periodic inspection of work and final inspection.
 - i. Observing and reporting performance and qualifying tests required by specifications.
 - j. Assisting the OWNER in keeping daily records of construction progress and compiling same into progress reports for submission to the ~~OWNER and~~ DIVISION.
 - k. Verifying and keeping records of construction items of work accomplished for use as a basis of checking contractors' monthly estimates.
 - l. Consultation and advise during construction.
 - m. Determination of need for and preparation of change orders for approval by the OWNER and DIVISION based on conditions found during construction and/or additions or modifications to the work requested by the OWNER and approved by the ENGINEER and the DIVISION and implemented at a price recommended by the ENGINEER as equitable. For change order items exceeding \$10,000, the ENGINEER shall prepare an independent cost estimate.
 - n. Determination of "equality" for substitution of materials and equipment specified and securing DIVISION approval thereof.
 - ~~o. Provide and maintain construction control lines and grades. For sewers offset lines and grade elevations, with cut depths at manholes; at treatment plant and pumping station sites base lines for layout and benchmarks.~~
 - p. Preparation of application, supporting and associated documents for Federal, State, and other grant or loan programs, including monthly reimbursement requests.
 - q. Preparation of certificate of substantial completion and contract completion.
 - r. Assist the OWNER in obtaining the required project related approvals of State and Federal agencies.

2. Resident Inspection and Other Special Services

- a. The OWNER shall provide typical daily inspection services for the project. ENGINEER shall make visits to the site at appropriate intervals to observe the progress of the work as requested by the OWNER. When requested, the ENGINEER agrees to provide at least one Registered Professional Civil Engineer (resident engineer) on the project site and one or more inspectors as necessary (full or part time) to assist the ENGINEER in the work of General Administration as described under I(A) and in observing construction activity for compliance with the contract documents and any associated change orders. The DIVISION shall be notified in writing of the name of the resident engineer, assistant engineers, and construction inspectors, and shall be provided with a brief history of the resident engineer's construction experience. The resident engineer and his inspectors shall be in the employ of and under direct control of the ENGINEER. It is further agreed that failure of the resident engineer to administer the PROJECT to the satisfaction of the DIVISION or OWNER is deemed to be sufficient basis for his removal from the PROJECT and replacement. In addition to the part-time inspection services, field observation services will be made primarily by the civil engineer. Specialized electrical, instrumentation, mechanical, and structural engineers, architects, or others may also visit the site as requested by the CLIENT during the project.
- a. The ENGINEER agrees to provide supervision of initial startup and operation and for services during the twelve-month warranty period and to prepare the Project Performance Certification and associated documentation.
- b. Preparation of an Operation and Maintenance Manual for approval by the DIVISION. After DIVISION approval, the ENGINEER agrees to supply ~~four (4)~~ two (2) sets of the completed manual to the OWNER, and an electronic version of the document for the DIVISION.
- c. Preparation of record drawings of the work as constructed. Two (2) sets of prints to be furnished to the OWNER, and an electronic version of the stamped and signed drawings for the DIVISION.

II. THE OWNER'S RESPONSIBILITIES

- A. Assist the ENGINEER by placing at his disposal all available information pertinent to the PROJECT, including previous reports and other data relative to the reports.
- B. Make provisions for the ENGINEER to enter upon public and private lands, municipal facilities and industrial establishments as required to perform work under this AGREEMENT.
- C. The OWNER also agrees to comply with DIVISION and Federal (Where applicable) requirements as they relate to this project.
- D. The OWNER shall provide typical daily inspection services for the project coordinate and with the ENGINEER to complete daily field reports.

III. COMPENSATION TO BE PAID THE ENGINEER

A. Method of Payment Amount of Fee

1. Payment to the ENGINEER, for services rendered, shall be according to the following schedule:

Statements will be rendered (with modifications if necessary) monthly with billing by the hour and rate by labor category with mark up and incidental expenses in accordance with the attached fee schedule in Exhibit A.

2. The OWNER agrees to pay and the ENGINEER agrees to accept for all services under this AGREEMENT, a fee not to exceed ninety-seven thousand and eighty Dollars (\$97,045).

B. Limits of All Payment

1. The ENGINEER further agrees that the following fee for his services under I (A)(1), for Construction Administration on this PROJECT, (exclusive of work performed by resident engineering staff), and including Bidding Services is adequate to complete the work and shall not exceed forty two thousand four hundred Dollars (\$42,400).
2. Payment to the ENGINEER for resident engineering and other special services shall be as follows:
 - a. Resident engineering and supporting staff (as agreed to by the OWNER and DIVISION) as described under I (A)(2)(a) for a period of 120 working days, an amount not to exceed thirty five thousand nine hundred and seventy Dollars (\$35,970).
 - b. Overtime shall be converted to equivalent fractions of 8-hour days. If the number of working days for inspection personnel stated above is not sufficient to provide adequate inspection of the PROJECT, it is agreed that the additional cost of resident services may be negotiated with the OWNER and the DIVISION.
 - c. For supervision of initial start-up and operation of the project and Project Performance Certification as described under I (A)(2)(b), during a period of twelve (12) months, an amount not exceed five thousand eight hundred and sixty Dollars (\$5,860).
 - d. For preparation of the Manual as described under I (A)(2)(c) and instructions on its use, an amount not to exceed six thousand eight hundred Dollars (\$6,800).
 - e. ~~For special services, an amount equal to the actual cost of such work. The actual cost shall include compensation to the ENGINEER for his work on these services. The ENGINEER also assures the OWNER that the moneys to be paid under this item are adequate for the work proposed and shall not exceed _____ Dollars (\$_____).~~
 - f. For preparation of the Record Drawings as described under I (A)(2)(d), an amount not to exceed six thousand and fifteen Dollars (\$6,015).

IV. ADDITIONAL COVENANTS

- A. The ENGINEER agrees to provide in active charge of this PROJECT for the life of the contract a Project Engineer who is a permanent employee of the ENGINEER and who is a "qualified sanitary engineer" as defined under the DIVISION'S "Rules and Regulations for the Prequalification of Consulting Engineers." The Project Engineer shall be*

Michael A Curry, PE, 230 Commerce Way, Suite 302, Portsmouth, NH 03801

* *Resume clearly describing the candidate's qualifications for the assignment is appended for convenience of reference.*

Any proposed change in identity of the Project Engineer on the PROJECT shall first be approved by the DIVISION before transfer of responsibility is made. Failure of the Project Engineer to administer the PROJECT to the satisfaction of the OWNER and/or DIVISION is deemed sufficient basis for his removal and replacement.

- B. The ENGINEER agrees to be solely responsible for all bills or claims for payment for services rendered by others and for all services and materials employed in his work, and to indemnify and save harmless the OWNER, and all the OWNER'S officers, agents and employees against all suits, claims or liability of every name and nature arising out of or in consequence of the negligent acts or failures to act of the ENGINEER or others employed by him in the performance of the work covered by this AGREEMENT.
- C. The ENGINEER further agrees to procure and maintain at his expense such workmen's compensation insurance as is required by the statutes and public liability insurance in amounts adequate to provide reasonable protection from claims for bodily injury, death or property damage which may arise from his performance and the performance of his employees under this AGREEMENT.
- D. All documents, including original drawings, design calculations, work sheets, field notes, estimates, and other data shall remain the property of the OWNER; they shall be transmitted to the OWNER in clean and orderly condition on demand by the OWNER; however, these may be left in the possession of the ENGINEER at the OWNER'S discretion.
- E. The ENGINEER shall not sublet, assign or transfer any part of the ENGINEER's services or obligations (except special services) under this AGREEMENT without the prior approval and written consent of the OWNER, and the contract shall be binding upon and inure to the benefit of the parties, their successors and assigns.
- F. It is further agreed that before any construction is undertaken the ENGINEER will assist the OWNER or his authorized agent in providing the DIVISION with clear documentation certifying that the purchases of land have been secured to provide for location of the treatment works and other associated structures and equipment as shown on the construction plans or described in the specifications. Similar documentation shall be submitted on approvals from the State Highway Department regarding location of the treatment works and other project related facilities within rights-of-way and other lands under its jurisdiction.
- G. The ENGINEER also agrees to provide in active residence and ~~full~~ part time time control at the site of the proposed construction a DIVISION approved ~~registered civil engineer~~ resident engineer and ~~DIVISION approved inspectors (full time, part time)~~ as needed with the experience and other approved background to assist the ENGINEER in the work of General Administration and to assure contractor's conformance with the plans and specifications and any approved coincident or subsequent changes or change orders related to the PROJECT. The resident registered engineer for the life of this contract shall be

TBD – Engineering Staff coverage from the Portsmouth, NH Wright-Pierce office.

(Name and Address)

(Append resume describing Candidate's qualifications)

Any Proposed change in the identity of the resident engineer on this PROJECT must first be approved by the DIVISION before transfer of responsibility is made. Additionally, if it is found by the DIVISION that a resident engineer (or inspector) cannot or will not administer the PROJECT in a manner satisfactory to the DIVISION, the ENGINEER agrees to replace him promptly upon receipt of a written request from the DIVISION with a qualified resident engineer who will acceptably administer the PROJECT. It is further agreed that failure of the ENGINEER to abide by the above covenant is sufficient cause for removal from the DIVISION'S Roster of Prequalified Engineers.

H. Attachments

OWNER and the ENGINEER agree that this Agreement shall incorporate the following attachments which together with the previous provisions hereof represent the entire Agreement between the OWNER and the ENGINEER which may only be altered, amended or repealed by duly executed written instrument:

1. Exhibit A – Summary of Estimated Staff Effort (Hours) and Costs and Fee Schedule

2. Exhibit B – ENGINEER'S Resume

3. Exhibit C – ENGINEER'S Insurance

4. Exhibit D – ENGINEER'S Certificate of Vote

V. TERMINATION

- A. The OWNER shall have the right at any time for any reason whatsoever to interrupt or terminate the work required of the ENGINEER under this AGREEMENT, with a seven (7) day written notice of such interruption or termination transmitted to the ENGINEER by the OWNER. In the event of termination of this AGREEMENT, without fault on the part of the ENGINEER, the ENGINEER shall be entitled to compensation as determined by the DIVISION for all work performed to the satisfaction of the DIVISION and the OWNER, and pursuant to this AGREEMENT. In order that the ENGINEER shall receive payment under termination notice, all plans, drawings, tracings, field notes, estimates, specifications, proposals, sketches, diagrams, and calculations, together with all other materials and data prepared in connection with the PROJECT shall be transmitted to the OWNER in a form acceptable to the OWNER and DIVISION.

IN WITNESS WHEREOF, the parties hereto have affixed their hand and seals at Rockingham County, New Hampshire, the day, month, and year first above written.

ENGINEERING CONSTRUCTION PHASE CONTRACT
For Professional Services for Treatment Works

ENGINEER:

By: _____ Date: _____
(Authorized Representative¹)

OWNER:

By: _____ Date: _____
(Authorized Representative¹)

APPROVED:²

DEPARTMENT OF ENVIRONMENTAL SERVICES: Water Division

By: _____ Date: _____
(Authorized Representative¹)

¹ Signatures should be supported by appropriate document.

² It is agreed that as an act in furtherance of its statutory authority to approve engineering agreements for treatment works, the DIVISION's approval does not impose any contractual obligation or liability on the State of New Hampshire, the Department of Environmental Services or the Division.

COST OR PRICE SUMMARY FORMAT FOR SUBAGREEMENTS UNDER NH SAG & SRF			Form Approved DES 3/96	
PART I - GENERAL				
1. GRANTEE / LOANEE - Town of Newmarket, New Hampshire			2. GRANT/LOAN NO. TBD - ARPA	
3. NAME OF CONTRACTOR OR SUBCONTRACTOR - WRIGHT-PIERCE			4. DATE OF PROPOSAL 8/8/2022	
5. ADDRESS OF CONTRACTOR OR SUBCONTRACTOR (Include ZIP) 230 Commerce Way, Suite 302, Portsmouth, NH 03801			6. TYPE OF SERVICE TO BE FURNISHED Bidding and construction services	
PART II - COST SUMMARY				
7. DIRECT LABOR (Specify labor categories)	HOURS	HOURLY RATE	ESTIMATED COST	TOTAL
Principal	4	\$68	\$273	
Project Manager	122	\$56	\$6,844	
Project Engineer (Resident Engineer)	383	\$37	\$14,087	
Structural Engineer	22	\$54	\$1,189	
Instrumentation Engineer	56	\$56	\$3,142	
Electrical Engineer	30	\$57	\$1,714	
Techician	68	\$31	\$2,081	
Clerical	28	\$24	\$685	
DIRECT LABOR TOTAL:				\$30,016
8. INDIRECT COSTS (Specify indirect cost po	RATE	x BASE =	ESTIMATED COST	
	1.74	30,015.52	\$52,227.00	
INDIRECT COSTS TOTAL:				\$52,227
9. OTHER DIRECT COSTS				
a. TRAVEL			ESTIMATED COST	
(1) TRANSPORTATION			\$1,715.00	
(2) PER DIEM			\$251.00	
TRAVEL COSTS TOTAL:			\$1,966.00	
b. EQUIPMENT, MATERIALS, SUPPLIES (Specify categories)			ESTIMATED COST	
(1) Printing, postage			250	
(2) FTP Hosting Fee for C/A Services			250	
EQUIPMENT SUBTOTAL :			\$500.00	
c. SUBCONTRACTS			ESTIMATED COST	
SUBCONTRACTS SUBTOTAL :			\$0.00	
d. OTHER (Specify categories)			ESTIMATED COST	
OTHER SUBTOTAL :			\$0.00	
e. OTHER DIRECT COSTS TOTAL :				\$2,466
10. TOTAL ESTIMATED COST				\$84,709
11. PROFIT				\$12,336
12. TOTAL PRICE				\$97,045

PART III - PRICE SUMMARY

[illegible]

PART IV - DIRECT LABOR BY CATEGORY

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

RECORD DWGS., START-UP, SPECIAL SERVICES, ETC.

[illegible]



Michael A. Curry, PE

PROJECT MANAGER

Project Assignment: Project Manager

Education

M.S., Environmental/Civil Engineering, University of New Hampshire

B. S., Civil Engineering, University of New Hampshire

Professional Registration
New Hampshire

Experience

10 Years

Joined Firm

2014

Professional Affiliations

New Hampshire Water Pollution Control Association (NHWPCA)

Professional Trainings

10-hr. OSHA Construction Certification

40-hr. OSHA HAZWOPER Certification

Presentations

Curry, M. & Gagnon, Jason "Northern Exposure: North Conway Septage Receiving and Dewatering Upgrades", NHWPCA Fall Meeting North Conway, NH, Fall 2019

Curry, M. & Greig, Sean "The Future of Wastewater Treatment in the Great Bay Estuary", NEWEA Annual Conference Boston, Massachusetts, January 2018

Experience Summary

Michael is a Project Manager in the Portsmouth, New Hampshire, office with a focus on wastewater infrastructure projects. His responsibilities include evaluation of existing infrastructure; analysis and design of wastewater collection and treatment facilities; evaluation of design alternatives; cost estimating; preparation of design plans and specifications; coordination with regulatory agencies and subcontractors; and construction administration services. Prior to entering the wastewater industry, he studied the removal of 1,4-dioxane in private drinking water wells in New Hampshire.

Relevant Project Experience

Wastewater Treatment

- Wastewater Treatment Facility Upgrades, Whitefield, NH
- Wastewater Facilities Plan Update, Design, & Construction Hampton, NH
- Comprehensive Wastewater Facilities Plan, Pittsfield, NH
- Wastewater Treatment Facility Upgrades, Exeter, NH
- Wastewater Treatment Facility Nutrient Removal Upgrades, Newmarket, NH
- Headworks Screening Upgrade, Nashua, NH
- Septage Receiving Upgrade, Plymouth, NH
- Dewatering and Septage Receiving Upgrade, North Conway, NH
- Wastewater Treatment Facility Upgrades, Newington, NH
- Wastewater Treatment Facility Upgrade, Farmington, NH
- Solids Dewatering Upgrades, Hampton, NH

Wastewater Pumping

- Mechanic Street Pump Station Upgrade, Portsmouth, NH
- Brown Street Pump Station Upgrades, Whitefield, NH
- Emergency Force Main Investigation Assistance, Hampton, NH
- Church Street Force Main Design, Hampton, NH
- Main Pump Station and Force Main Upgrades, Exeter, NH
- Liberty Lane Pump Station Evaluation, Hampton, NH
- Church Street Pump Station Upgrades, Hampton, NH
- Old Concord Road Pump Station Upgrades, Durham, NH
- Bay Road Force Main Evaluation, Newmarket, NH

Wastewater Collection

- Collection System Extension Evaluation, Various Locations, NH
- Annual Plant Flow Assessments, Hampton, NH

Curry, M. & Hale, Jennifer,
"How a Thriving Beach
Community Handled a
Coastal Sewer Force Main
Failure", NEWEA Annual
Conference Boston,
Massachusetts, January 2017

- Collection System Improvements, Rye, NH
- Infiltration/Inflow Study, Exeter, NH
- Combined Sewer Separation (CSS4D) and John Fitch Highway Area Projects, Fitchburg, MA

Drinking Water Treatment

- 1,4-Dioxane Removal in Private Drinking Water Wells, NH

Additional Project Areas

- Total Nitrogen NPDES Permit Assistance, Great Bay Watershed, NH
- NPDES Permit Update, Whitefield, NH
- Industrial Surcharge Analysis, Hampton, NH

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/30/2021

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

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

PRODUCER Greyling Ins. Brokerage/EPIC 3780 Mansell Road, Suite 370 Alpharetta, GA 30022	CONTACT NAME: Jerry Noyola PHONE (A/C, No, Ext): 770-220-7699 FAX (A/C, No): E-MAIL ADDRESS: jerry.noyola@greyling.com INSURER(S) AFFORDING COVERAGE INSURER A : Hartford Underwriters Ins. Co. NAIC # 30104 INSURER B : Hartford Fire Insurance Company 19682 INSURER C : Nutmeg Insurance Company 39608 INSURER D : INSURER E : INSURER F :
INSURED Wright-Pierce 600 Federal Street Andover, MA 01810	

COVERAGES

CERTIFICATE NUMBER: 22-23

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			20SBWAP6AAL	01/01/2022	01/01/2023	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 \$
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			20UEGEI3499	01/01/2022	01/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000			20SBWAP6AAL	01/01/2022	01/01/2023	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N / A	20WEGAP5YF8	01/01/2022	01/01/2023	<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

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

CERTIFICATE HOLDER

CANCELLATION

Town of Newport
 23 Water St.
 Newport, ME 04953

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



Wright-Pierce Certificate of Vote

I, Ryan T. Wingard, hereby certify that I am the duly elected Clerk of Wright-Pierce.

I certify that the following is a true copy of a vote taken at a meeting of the board of directors of the corporation, duly called and held on April 6, 2022, at which a quorum of the board was present and voting.

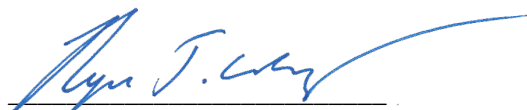
VOTED:

That any one or all of the following officers of Wright-Pierce, on behalf of the corporation, are authorized to execute all Wright-Pierce contracts, both service agreements and general contractual obligations:

- Paul F. Birkel, Executive Vice President
- John W. Braccio, President/CEO
- Richard N. Davee, Vice President
- Steven C. Hallowell, Vice President
- Edward J. Leonard, Vice President
- Christopher N. Pierce, Vice President
- Richard G. Protasowicki, Vice President
- Laura J. Riley, Vice President/Treasurer/CFO
- Timothy R. Vadney, Vice President
- Ryan T. Wingard, Vice President/Clerk

I hereby certify that said vote has not been amended or repealed and remains in full force and effect.

Attest:



Ryan T. Wingard, Clerk

April 6, 2022

