

AMENDMENT NO. 2 TO  
AGREEMENT FOR CONSULTING SERVICES  
BETWEEN CITY OF ROCHESTER, NH  
AND BROWN AND CALDWELL  
FOR PREP ENGAGEMENT

THIS AMENDMENT NO. 2 to the Agreement for Consulting Services dated January 26, 2021 between the City of Rochester, hereinafter referred to as "Client", and Brown and Caldwell, a California corporation, hereinafter referred to as "Consultant," is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

RECITALS:

WHEREAS, Client and Consultant entered into an agreement for consulting services January 26, 2021 (hereinafter referred to as the "Agreement");

WHEREAS, in Article II.B of the Agreement, Client and Consultant agreed that certain of the work contemplated to be performed by Consultant could not be sufficiently defined at the time of execution of the Agreement;

WHEREAS, Client desires to engage with the Piscataqua Region Estuaries Partnership (PREP) regarding the research and monitoring plan currently being developed for the Great Bay Estuary (GBE) and receive continued Consultant support with the Adaptive Management Framework development and implementation; and

WHEREAS, Client has requested changes in the Scope of Services;

NOW, THEREFORE, Client and Consultant agree to amend the Agreement as follows:

I. SCOPE OF CONSULTING SERVICES

The Scope of Services in the Agreement is amended to include the following tasks:

Task 1 – Project Management and Administration

BC shall perform project management and administration while performing Engineering Services throughout the project. Project management and administration shall include:

- i) Preparation of monthly invoices
- ii) Oversight of deliverables, schedule, and budget
- iii) Project management communications

Task 1 assumes a budget of 40 labor hours.

### Task 2 – Meeting Participation and Administration

BC will participate in meetings with PREP, PRMC, and related subcommittees regarding the ongoing research and monitoring. BC will also participate in meetings with MAAM, DES, or other stakeholders as needed. This scope assumes participation in 16 virtual meetings, each up to two hours in duration. It also assumes that two BC scientists will participate in one in-person workshop or field visit of 1.5-day duration. This task includes preparation for each meeting, meeting participation, and as-needed email summaries of meeting notes and any proposed action items submitted to MAAM (following legal counsel review for attorney-client privileged communications or information) within seven working days of the meeting. It also includes budget for brief, routine communications between BC and MAAM representatives.

Task 2 assumes a budget of 175 labor hours.

### Task 3 – As-Need Technical Support

This task includes as-needed technical support that might arise during our engagement with PREP and other stakeholders. Examples of activities that could be accomplished under this task include literature reviews, independent data analyses, reviews of PREP/agency documents, development of monitoring recommendations, and drafting of materials to advocate technical positions.

In 2021 and 2022, effort under the as-needed technical support task focused on identifying data gaps, coordinating on monitoring priorities, and providing oversight of PREP monitoring activities. BC anticipates similar efforts will continue in 2023 under this task. Additionally, BC anticipates providing data synthesis and support with data analysis as PREP begins to interpret data from multiple projects and draws scientific conclusions that could have regulatory consequences. Hence, BC included budget to support independent evaluations of data to confirm or modify major scientific conclusions.

Task 3 assumes a budget of 175 labor hours.

## II. SCHEDULE

Consultant is authorized to proceed with the modified Scope of Services effective on the date of this Amendment. The modified Scope of Services shall be completed by December 31, 2023.

III. COMPENSATION

Compensation for the services provided under Article I of this Amendment shall be calculated on the same basis as in the Agreement as modified by any previous amendment(s). The labor hours and cost estimates for completing the services defined in this Amendment are shown in Attachment 1. The estimated compensation for the services performed under this Amendment is \$77,000, which increases the total estimated compensation under the Agreement to \$192,530.

All other terms and conditions of the Agreement and any amendments thereto remain unchanged.

BROWN AND CALDWELL

CITY OF ROCHESTER, NH, AS FISCAL AGENT FOR THE MAAM GROUP.”

Signature: 

Signature: \_\_\_\_\_

Printed Name: Deborah Mahoney

Printed Name: Blaine Cox

Title: Senior Director Client Services

Title: City Manager

ATTACHMENT 1

COMPENSATION

For the work described in Amendment 1, compensation shall be a fee not to exceed of \$77,000.00, including labor and expenses. The table below summarizes the project budget by task.

Task Name	Estimated Labor Hours	Expense Budget	Total Budget
Task 1 - Project Management and Administration	40	-	\$7,000
Task 2 - Meeting participation and communications	175	\$2,000	\$36,000
Task 3 - As-Needed Technical Support	175	-	\$34,000
Total Hours	390	\$2,000	\$77,000