



The State of New Hampshire  
**Department of Environmental Services**

**Robert R. Scott, Commissioner**



101

January 23, 2024

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, NH 03301

**REQUESTED ACTION**

Authorize the Department of Environmental Services (DES) to enter into a contract with Underwood Engineers, Inc. (VC # 155587-B001), Portsmouth, NH, in the amount of \$308,961 in order to conduct a seacoast interconnection study for public drinking water systems, effective upon approval by Governor and Council through December 31, 2025. 100% Federal Funds.

Funding is available in the account as follows.

	<u>FY 2024</u>
03-44-44-441018-5564-102-500731	\$308,961
Department of Environmental Services, DWSRF BIL Administration, Contracts for Program Services	

**EXPLANATION**

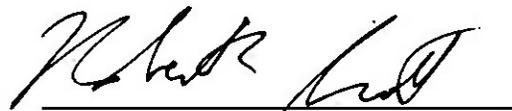
The purpose of this project is to complete a study to inform investments in the region's Public Water Systems (PWSs) to efficiently allocate the region's source water and prioritize infrastructure improvement projects (supply, raw water transmission, treatment, pumping, distribution, storage) in the near-term that will be consistent with the region's long-term needs, water system emergency backup supplies and mutual aid agreements. The intent of this study is to assist DES in updating and expanding upon the "Seacoast NH Emergency Interconnection Study, Examining Mutual Aid Between Ten Water Utilities" published in January 2006 (Woodard & Curran) and evaluate potential water system interconnection for additional Seacoast communities and/or PWSs.

In August of 2023, DES posted a request for proposals for consulting firms to complete a comprehensive, high-level assessment of existing and potential water system interconnections for communities in the Seacoast region of New Hampshire. Five proposals were received. A seven-person review team consisting of experienced DES personnel and Seacoast Drinking Water Commission Members scored the proposals in terms of the capability, qualifications, experience, schedule, adequacy of approach and overall project understanding. The review team selected Underwood Engineers, Inc. (UE), as having the top-ranked proposals based on the previously mentioned criteria (see Attachment A for a list of proposal scores and rankings).

UE will review the available supply capacity for all large PWSs in the study area; summarize water supply needs by PWS; establish a priority list of emergency interconnections; identify small community water systems that are potential candidates for consolidation with larger water systems; identify large community water systems that are interested in exploring opportunities for regional cooperation in the management of water systems under non-emergency conditions; prepare planning-level cost estimates for all identified interconnections and consolidations and identified upgrades; and develop a communication action plan that will ensure a successful study.

In the event federal funds are no longer available, general funds will not be requested to perform this work. This contract agreement has been approved by the Department of Justice as to form, substance, and execution.

We respectfully request your approval.

A handwritten signature in black ink, appearing to read "Robert R. Scott", is written over a horizontal line.

Robert R. Scott, Commissioner

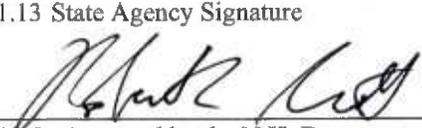
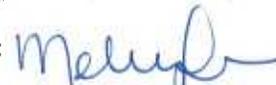
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive, Concord, NH 03301-0095	
1.3 Contractor Name Underwood Engineers, Inc.		1.4 Contractor Address 25 Vaughan Mall, Portsmouth, NH 03801	
1.5 Contractor Phone Number 603-436-6192	1.6 Account Unit and Class 03-44-44-441018-5564-102	1.7 Completion Date 12/31/2025	1.8 Price Limitation \$308,961
1.9 Contracting Officer for State Agency Stephanie Nistico		1.10 State Agency Telephone Number (603) 271-2315	
1.11 Contractor Signature  Date: 1/11/24		1.12 Name and Title of Contractor Signatory Keith A. Pratt, P.E. (NH, ME, MA), President	
1.13 State Agency Signature  Date: 1/23/24		1.14 Name and Title of State Agency Signatory Robert R Scott Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)  By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)  By:  On: 1/29/24			
1.17 Approval by the Governor and Executive Council (if applicable)  G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials   
 Date 1/23/24

**2. 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 B which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("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.

3.3 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. 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 by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C which is incorporated herein by reference.

5.2 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

**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 applicable 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 employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor 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 this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

**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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

**9. TERMINATION.**

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

**10. PROPERTY OWNERSHIP/DISCLOSURE.**

10.1 As used in this Agreement, the word "Property" shall mean all data, 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.

10.2 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.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

**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.**

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

**13. INDEMNIFICATION.** The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

Contractor Initials HW  
Date 1/10/24

**14. INSURANCE.**

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

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

**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. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any 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.** A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

**19. CHOICE OF LAW AND FORUM.**

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

**20. CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

**21. THIRD PARTIES.** This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

**22. 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.

**23. SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

**24. FURTHER ASSURANCES.** The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

**25. 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.

**26. 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 with respect to the subject matter hereof.

**Exhibit A**  
**Special Provisions**

Federal Funds paid under this Agreement are from a Grant to the State from United States Environmental Protection Agency, New Hampshire Drinking Water State Revolving Fund under CFDA #66.468. All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant are hereby adopted in full force and effect to the relationship between the New Hampshire Department of Environmental Services (NHDES) and Underwood Engineers, Inc. (UE).

**FEDERAL FUNDING ACCOUNTABILITY and TRANSPARENCY ACT (FFATA).** The Subrecipient shall comply with the terms of the FFATA by providing NHDES with their Unique Entity Identifier (UEI), and all applicable Executive Compensation Data information as required under the FFATA. A Unique Entity ID may be obtained by visiting <https://www.sam.gov>.

**SAM REGISTRATION:** The Subrecipient must have an active registration with the System for Award Management (SAM) (<https://www.sam.gov>).

**GENERALLY ACCEPTED ACCOUNTING PROCEDURES:** The Subrecipient, if a governmental entity, shall maintain project accounts in accordance with the Generally Accepted Accounting Principles (GAAP), including standards relating to the reporting of infrastructure assets as issued by the Governmental Accounting Standards Board (GASB). The full text of Governmental Accounting Reporting Standards is available through the GASB website at: <http://www.gasb.org>.

**RECORDKEEPING REQUIREMENTS:** The Subrecipient must maintain records and financial documents for five years after all funds have been expended or returned to the State and/or Treasury. Treasury may request transfer of records of long-term value at the end of such period. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.

Subrecipient must agree to provide or make available such records to the State and Treasury upon request, and to the Government Accountability Office ("GAO"), Treasury's Office of Inspector General ("OIG"), and their authorized representative in order to conduct audits or other investigations.

**SINGLE AUDIT REQUIREMENTS:** Recipients and subrecipients that expend more than \$750,000 in Federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F regarding audit requirements. Recipients and subrecipients may also refer to the Office of Management and Budget (OMB)

Contractor Initials UEI  
Date 6/11/24

Compliance Supplements for audits of federal funds and related guidance and the Federal Audit Clearinghouse to see example and single audit submissions.

**CIVIL RIGHTS COMPLIANCE:** The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply, and shall include in every contract or agreement funded with these funds this same requirement to comply, with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

In order to carry out its enforcement responsibilities under Title VI of the Civil Rights Act, NHDES may collect and review information from subrecipients to ascertain their compliance with the applicable requirements before and after providing financial assistance. Treasury's implementing regulations, 31 CFR part 22, and the Department of Justice (DOJ) regulations, Coordination of Non-discrimination in Federally Assisted Programs, 28 CFR part 42, provide for the collection of data and information from recipients and subrecipients (see 28 CFR 42.406).

**PERIOD OF PERFORMANCE:** This agreement will commence upon approval of Governor and Council and the Project, including all reports required by this Agreement, shall be completed in its entirety prior to the completion date shown in block 1.7 of Form Number P-37.

**PROCUREMENT, SUSPENSION AND DEBARMENT:** Recipients are responsible for ensuring that any procurement using SLFRF funds, or payments under procurement contracts using such funds are consistent with the procurement standards set forth in the Uniform Guidance at 2 CFR 200.317 through 2 CFR 200.327, as applicable. The Uniform Guidance establishes in 2 CFR 200.319 that all procurement transactions for property or services must be conducted in a manner providing full and open competition, consistent with standards outlined in 2 CFR 200.320, which allows for non-competitive procurements only in circumstances where at least one of the conditions below is true: the item is below the micro-purchase threshold; the item is only available from a single source; the public exigency or emergency will not permit a delay from publicizing a competitive solicitation; or after solicitation of a number of sources, competition is determined inadequate. Subrecipients must have and use documented procurement procedures that are consistent with the standards outlined in 2 CFR 200.317 through 2 CFR 200.320.

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Date 1/11/24

Subrecipient shall fully comply with Subpart C of 2 C.F.R. Part 180 entitled, "Responsibilities of Participants Regarding Transactions Doing Business With Other Persons," as implemented and supplemented by 2 C.F.R. Part 1532. subrecipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 C.F.R. Part 180, entitled "Covered Transactions," and 2 C.F.R. § 1532.220, includes a term or condition requiring compliance with 2 C.F.R. Part 180, Subpart C. subrecipient is responsible for further requiring the inclusion of a similar term and condition in any subsequent lower tier covered transactions. subrecipient acknowledges that failing to disclose the information required under 2 C.F.R. § 180.335 to NHDES may result in the delay or negation of this assistance agreement, or pursuance of administrative remedies, including suspension and debarment. Subrecipients may access the System for Award Management (SAM) exclusion list at <https://sam.gov/SAM/> to determine whether an entity or individual is presently excluded or disqualified.

By entering into this agreement, the subrecipient certifies that the subrecipient is not debarred or suspended. Furthermore, the subrecipient certifies that no part of this contract will be subcontracted to a debarred or suspended person or firm.

**PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:** This term and condition implements 2 CFR 200.216 and is effective for obligations and expenditures of EPA financial assistance funding on or after 8/13/2020. As required by 2 CFR 200.216, EPA recipients and subrecipients, including borrowers under EPA funded revolving loan fund programs, are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use EPA funds to purchase:

- a. For the purpose of public safety, security of government facilities, physical security surveillance of critical Page 4 of 29 infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- b. Telecommunications or video surveillance services provided by such entities or using such equipment.

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- c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Consistent with 2 CFR 200.471, costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, and cloud servers are allowable except for the following circumstances:

- a. Obligating or expending EPA funds for covered telecommunications and video surveillance services or equipment or services as described in 2 CFR 200.216 to:
  - (1) Procure or obtain, extend or renew a contract to procure or obtain;
  - (2) Enter into a contract (or extend or renew a contract) to procure; or
  - (3) Obtain the equipment, services, or systems. Certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the System for Award Management exclusion list which can be found at <https://www.sam.gov/SAM/pages/public/index.jsf>.

#### OTHER SPECIAL PROVISIONS

- **Event of Default/Remedies**

Section 8.1.1 of the Agreement shall be amended to read as follows: "failure to perform the Services satisfactorily, such determination not to be unreasonably withheld by the Department, or on schedule"

- **Choice of Law and Forum**

The following paragraph is added to the Agreement:

"25. Non-Binding Mediation: Prior to the filing of any formal proceeding with respect to a dispute arising under this Agreement, either party may request that the other party agree to refer the dispute to a non-binding mediation and may engage in non-binding mediation upon agreement on a mediator. Notwithstanding the foregoing, nothing herein shall be construed to limit in any way the State's ability to bring any action related to this Agreement or any other action."

1. Changes to the Scope of Services or reallocation of grant funds require NHDES approval in advance. Payments will be made based on submitted invoices. Work must be completed by the completion date listed on the grant agreement (section 1.7).

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Date 1/11/24

2. **Allowable costs.** All costs charged to this Agreement shall be eligible, necessary, and reasonable for performing the tasks outlined in the approved project scope of services. The costs, including match, shall be incurred during the period of performance of the project, and shall be allowable, meaning that the costs must conform to specific federal requirements detailed in 2 CFR part 200 Subpart E.
3. **Property Management.** The Contractor shall comply with the property management and procedures detailed in 2 CFR Part 200 Subpart D, if applicable.
4. **Restrictions on Lobbying.** The Contractor shall comply with the terms of 15 CFR part 28 and 2 CFR Part 200 Subpart E which prohibit the use of federal Contract funds to influence (or attempt to influence) a federal employee and requires the submission of Standard Form LLL ("Disclosure of Lobbying Activities") if nonfederal funds have been used to influence (or attempt to influence) a federal employee.
5. **Drug-Free Workplace.** The Contractor shall comply with the terms of 2 CFR part 1329 which require that as a condition of the Agreement, certification that they maintain a drug-free workplace. By signing and submitting the Agreement, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity associated with the Agreement.
6. **Protection for Whistleblowers.** The Contractor shall comply with the terms of 41 U.S.C. §471 regarding Whistleblower protections. As described in 41 USC §471 "an employee of a contractor, subcontractor, grantee, or subgrantee or personal services contractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (2) information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant."

**Exhibit B**  
**Scope of Services**

The seacoast interconnection study is a project that will provide NHDES with a comprehensive, high-level assessment of existing and potential water system interconnection for communities in the seacoast region of New Hampshire. The study is intended to inform investments in the regions public water systems to efficiently allocate the region's source water and prioritize infrastructure improvement projects (supply, raw water transmission, treatment, pumping,

Contractor Initials       
Date 1/11/21

distribution, storage) in the near-term that will be consistent with the regions long-term needs, water system emergency backup supplies and mutual aid agreements.

#### **A. Water Supply Capacity**

- a. Review the available supply capacity for all large Public Water Systems (PWSs) in the study area with their own supply sources under the following three scenarios:
  - a. Present day condition: Current supply with no improvements.
  - b. 5-year Conditions: In-progress supply improvements with anticipated in-service date(s).
  - c. 20-year and 50-year Conditions: Planned supply improvements (include planning-level opinion of cost).
- b. Review the water quality and treatment of each existing source and potential new supplies (if known) and identify potential limitations to interconnection(s).
- c. Determine average day and max day available water supply capacities for mutual aid for selected scenarios.

#### **Supplemental Scope Clarifications:**

- Coordinated with the other data collection methods used to collect information needed from the communities and systems, a web-based survey will be used to facilitate the collection and management of information from the large water suppliers and Town's.
- Selected information will be uploaded into a GIS-based dashboard available to stakeholders. This method proved very successful in sharing information with all parties during the South Central New Hampshire Regional Water (SCNHRW) Study.
- UE will work with the stakeholders to identify certain water supply vulnerabilities and other mutual aid goals that need to be considered with the interconnection. For example, identifying the needed flow when certain supply sources come offline, or limitations during drought conditions will also be considered.

#### **Deliverable:**

- UE will provide a table summarizing available supply capacity, quality, vulnerabilities, and treatment.

#### **B. Water Demands by PWS and/or Town – Summarize water supply needs by PWS based on available information and discussions with local officials based on the following:**

- a. For the purpose of this study, evaluations shall be based on the last five years of water system daily demand data (average day, peak day, average month, peak month, etc.).
- b. Identify current water supply commitments and/or agreements, and associated operating requirements with existing water system interconnections.
- c. Use available studies and local projections, where available.

Contractor Initials WUE  
Date 1/11/24

- d. Where projections by others are not available, use simple demand growth projections agreed to by stakeholders for the future needs. Peaking factors will be used to convert from average day to maximum day as needed. (For example, large systems typically have lower peaking factors between average and maximum day than small systems.)
- e. Determine the average-day and max-day demands for the current and future (20-year) water supply demands, including considerations for the following:
  - a. Responses to contaminated groundwater and changes in drinking water regulations.
  - b. Economic growth and system expansion.
  - c. Likelihood that planned or proposed demands will materialize within the planning window of this report.
  - d. Consolidation of small PWSs.
  - e. Water system efforts to improve water balance (pumped versus delivered water) including pipe replacements, leak detection, irrigation schedules, water efficiency rebates, public outreach, etc.
  - f. Impacts of NH Public Utility Commission regulations, including franchise areas or possible future demands.

Supplemental Scope Clarifications:

- UE and GeoEnvironmental, Inc. (GZA) will supplement available with inhouse data from previous work.
- UE will develop long term strategies by considering future demands for economic growth beyond just mutual aid.
- Through the web-based survey/questionnaire, each stakeholder will be involved in providing information.
- Virtual meetings will be offered to help the participants understand the purpose of the information.
- Demand information will be included in the GIS based web-platform accessible dashboard.
- UE will provide a "budget" of available water supply after system demands and supply agreements are considered. The budget will be used to help prioritize mutual aid needs as well as potential new service areas or public systems.

Deliverable:

- Provide a table and map summarizing water supply capacity by PWS/Town for current and future (20-year) water supply demands under average day and max day conditions.
- Provide a separate table and figure summarizing water supply demand projections identified in the 2006 study versus actual demands (2005 to 2023).

**C. Design Alternatives Analysis: Establish a priority list of emergency interconnections to evaluate based on criteria such as mutual aid needs, population impacted, supply vulnerability, available water supply capacity, water use demands, and water quality. The interconnections shall be further evaluated as follows:**

Contractor Initials                       
Date

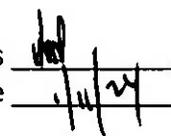
- a. Perform limited hydraulic analysis to identify potential and existing interconnection limitations. The model of the study area shall be based on major water-main features using data provided by communities and NHDES. Note a regional water system hydraulic model is not anticipated.
- b. Evaluate water quality impacts of blending and flow reversals. Identify steps to minimize water quality impact. The following water quality parameters will be summarized for each system (if available) to document water quality targets by system needed to facilitate mutual aid.
  - a. Fluoridation – yes / no.
  - b. Disinfection (i.e., free chlorine, chloramines, none).
  - c. pH.
  - d. Alkalinity.
  - e. Corrosion inhibitors.
  - f. Other community water quality expectations such as but not limited to PFAS, Fe/Mn and As.
- c. Identify improvements to existing infrastructure to address hydraulic requirements and water quality impacts of interconnections.
- d. Identify new infrastructure required for hydraulic requirements and water quality impacts of interconnections.
- e. Identify operation and maintenance (O&M) requirements to accommodate interconnections.
- f. Identify other limiting factors in each system’s ability to provide mutual aid.

Supplemental Scope Clarifications:

- To establish and identify the alternatives, UE will consider available water supply for each interconnection. The vulnerability assessment will be used to prioritize interconnections. The impacted users (residential and commercial) due to supply vulnerabilities will be considered. The water supply-demand budget will be updated and presented for each of the vulnerability scenarios considered. This vulnerability assessment will be used to prioritize improvements.
- UE will work closely with the large water systems to incorporate their institutional knowledge into viable solutions. Excess supply, potential sources, hydraulic limitations, previous study, etc. will all be incorporated.
- UE, with support from GZA, will generate simple graphics and the interactive GIS-based dashboard will be used to communicate information.
- UE will collaborate with GZA in the development of a GIS tool to be used to support the evaluation. The Tool will be consistent with the GIS tool developed for the SCNHRWP.
- To confirm hydraulic modeling findings, UE will:
  - Confirm available water through hydrant testing. A total of five (5) days of hydrant testing is included.

Contractor Initials

Date

The signature is written in black ink and appears to be 'W. J. ...'. The date is written as '1/11/24'.

- Set up pressure monitoring and key locations to understand pressure fluctuations. Up to ten (10) pressure monitors will be set up for a period of up to seven (7) days each. Not all pressure monitoring will be conducted simultaneously. Assistance from the communities is needed to connect the monitors.
- Recommendations for the best solution when comparing municipal interconnections to onsite treatment will be made considering long term risk, reward, and costs.
- For planning purposes, UE will identify potential future interconnections beyond the study area. These would also provide potential for mutual aid and emergencies. These will not be evaluated hydraulically but will be identified as areas for future consideration.

Deliverable:

- Provide a description of each alternative, required system improvements, proposed infrastructure needs, future O&M needs, hydraulic model analysis, and conceptual design plans.

**D. Small Community Water System Consolidation Evaluation**

- a. Identify small community water systems that are potential candidates for consolidation with larger water systems.
- b. Assess the technical and financial costs and benefits of consolidation for both the large community water system and small community water system. The assessment should include the costs for the small community water system complying with water quality standards including the proposed PFAS MCLs by USEPA.

Supplemental Scope Clarifications:

- Once recommended interconnections have been identified, this task will focus on the supplemental work of consolidating certain systems of the 52 community water systems (CWSs) in the area. UE will use the information gained through the Lead Service Line Inventory (LSLI) work being completed separately for NHDES.
- In addition to identifying the capital costs for consolidation consideration, UE will also consider other factors to assist in establishing recommendations for the appropriate long-term solution. This may include, but not be limited to operating costs, expanded service areas, economic growth, and improved management. This approach was beneficial in UE's community water system consolidation study work in Stratham where UE was able to show a higher capital investment had greater returns over time.
- UE will perform case studies on six (6) CWSs and develop a weighted matrix that can be applied to the other CWSs to efficiently make recommendations. Stakeholders will be involved in providing weight to the various parameters.
- For Statham, Brentwood and Madbury, interconnects will be evaluated based on either mutual aid interconnection and/or potential wholesale supply agreements.

Contractor Initials                       
Date

Deliverable:

- Provide a description of each consolidation alternative, case study discussion, weighted screening matrix, required system improvements, proposed infrastructure needs, future O&M needs, hydraulic model analysis and conceptual design plans.

**E. Regional Cooperation in the Management of Water Resources**

- a. Identify large community water systems that are interested in exploring opportunities for regional cooperation in the management of water systems under non-emergency conditions.
- b. Identify future opportunities for additional water resources such as:
  - a. New supply sources within study area.
  - b. De-salination.
  - c. Wastewater reuse.
  - d. Interstate Supply Connections.
- c. Identify known interconnection limitations such as PUC regulations.
- d. Identify cooperative water resource management scenarios that water systems identify to the consultant, assess costs and benefits relative to sustainability, financial considerations, technical considerations, and legal considerations.

Supplemental Scope Clarifications:

- Where appropriate, UE will include questions on management options/ideas to certain stakeholders to better understand the goals of the various systems.
- UE will include experiences and lessons learned to identify recommended governance options for the Seacoast.
- For the management considerations, UE will develop a benchmarking approach to compare other management structures. This will include experiences with other interconnections in NH and other relevant systems in New England.
- The findings of this task will be summarized by community so each stakeholder can understand the legal, infrastructure, operation, and costs associated with governance options.

Deliverable:

- Provide a description of potential water management scenarios, required systems improvements, proposed infrastructure needs, future O&M needs, hydraulic analysis, and conceptual design plans.

**F. Funding Analysis**

- a. Prepare planning-level cost estimates for all identified interconnections and consolidations and identified upgrades.

Contractor Initials                       
Date

- b. Identify available funding sources for implementation of projects.

Supplemental Scope Clarifications:

- Present worth calculations will be developed for a 20-year and 50-year planning window.
- Funding options available to each community and/or water system will be identified.

Deliverable:

- Provide an opinion of capital costs and O&M costs for each interconnection.

**G. Technical Design Memo and Presentation of Findings**

- a. Incorporate deliverables identified above into a Technical Design Memo. A 60% draft memo and final memo to be submitted to the Drinking Water Groundwater Bureau (DWGB) for review.
- b. Present findings of 60% draft memo to DWGB as portable document format (PDF) file and in a meeting.
- c. Provide final memo which incorporates 60% review comments as a PDF.
- d. Presentation of the final memo to the DWGB, study participants, and the Seacoast Commission will be a hybrid in-person and virtual meeting at the NHDES Pease Tradeport Office.

Supplemental Scope Clarifications:

- The technical memorandum will be presented to the stakeholders at a work session so there will be many opportunities for comments by all parties.
- The technical memorandum will identify the infrastructure needs, O&M costs and governance considerations by community or system so each stakeholder can better understand the impact to them individually.

Deliverable:

- Provide digital copies of all files from the hydraulic model including GIS data used to develop the model (not including software).
- PDF copies of final report along with (6) hard copies.

**H. Communication**

Communication with the PWSs in the study area is considered a critical aspect of this project. UE will contact each system directly to collect the information needed to complete the scope of work. Contact information for the PWSs in the study area will be provided by NHDES to UE upon execution of a contract.

Supplemental Scope Clarifications:

Contractor Initials           
Date



- GIS databases in digital form
- GIS-based tool electronically maintained by GZA as requested by NHDES
- (6) Hard copies of the final report and digital version

**Exhibit C**  
**Method of Payment**

All services shall be performed to the satisfaction of the Department before payment is made. Payments shall be made by the Department within 45 days of invoice receipt and approval. Invoices shall be submitted to the Department for payment no more than once per month. The budget for this project is not to exceed \$308,961. In the event that Federal funds are no longer available, general funds will not be requested to perform this work.

NHDES may make partial payment where invoiced rates or mark-ups are not in accordance with the contract rates terms and conditions, or where the approved assignment budget has been exceeded without NHDES' written approval. Copies of marked-up invoices may be provided to the contractor.

The billing address shall be as follows:

Attn: Stephanie Nistico  
New Hampshire Department of Environmental Services  
Drinking Water and Groundwater Bureau  
29 Hazen Drive, PO Box 95  
Concord, NH 03302-0095

Invoices shall be approved by the Contract Officer before payment is processed.

Contractor Initials                       
Date

**UNANIMOUS WRITTEN CONSENT OF THE DIRECTORS  
IN LIEU OF ANNUAL MEETING  
OF  
UNDERWOOD ENGINEERS, INC.**

The undersigned, being all the Directors of Underwood Engineers, Inc., a New Hampshire corporation (the “Corporation”), and acting in accordance with Section 8.21 of Chapter 293-A of the New Hampshire Business Corporation Act, hereby adopt the following resolutions without the necessity of a meeting and direct the Secretary of the Corporation to make this written consent a part of the permanent records of the Corporation:

**Election of Officers**

**VOTED:** That the persons named below be, and they hereby are, elected to hold the offices set forth opposite their respective names, each person to hold such office in accordance with the Bylaws of the Corporation until their successor is duly elected, unless they shall resign, or a vacancy occur by reason of their death, removal, or any other valid cause:

Keith A. Pratt	President
W. Steven Clifton	Senior Vice President
David J. Mercier	Vice President
David J. Mercier	Treasurer and Secretary

**Ratification of Prior Acts**

**VOTED:** That all actions taken by the officers of this Corporation that have been disclosed to or otherwise have become known by the Board of Directors since the date of the last annual meeting of the Board of Directors are hereby ratified and confirmed in all respects.

Upon filing with the records of the Corporation, this instrument of consent shall be treated for all purposes as action duly taken at a meeting.

IN WITNESS WHEREOF, the undersigned Directors have signed this consent as of January 2, 2024

Dated: January 2, 2024



Keith A. Pratt, Director

Dated: January 2, 2024

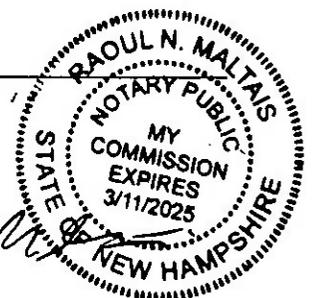


W. Steven Clifton, Director

Dated: January 2, 2024



David J. Mercier, Director





Meeting Minutes of Stockholders and  
Board of Directors Meeting of  
**Underwood Engineers, Inc.**

January 2, 2024

The meeting of the Board of Directors of Underwood Engineers, Inc. was held on January 2, 2024. All Board of Directors (W. Stephen Clifton, Keith A. Pratt, and David J. Mercier) were present. The President presided.

Upon motion, duly made and seconded, it was unanimously:

**VOTED by the Directors:**

To enter into a contract with the State of New Hampshire (New Hampshire Department of Environmental Services) for the New Hampshire Emergency Interconnect Study consistent with UE's scope of work submitted on September 22, 2023, in the amount of \$308,961.

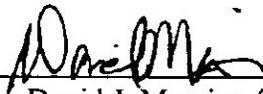
There being no further business to come before the meeting, it was unanimously **VOTED by the Directors:** To adjourn.



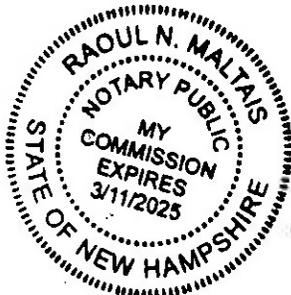
Keith A. Pratt, President



W. Steven Clifton, Senior Vice President



David J. Mercier, Secretary



Faint background notary seal and signature of Raoul N. Maltais.

# State of New Hampshire

## Department of State

### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that UNDERWOOD ENGINEERS, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on June 18, 1982. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 47970

Certificate Number: 0006345865



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 14th day of November A.D. 2023.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint circular stamp.

David M. Scanlan  
Secretary of State



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/11/2024

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

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

<b>PRODUCER</b> Brown & Brown of Massachusetts, LLC 107 Audubon Rd  Wakefield MA 01880		<b>CONTACT NAME:</b> Lauren Rago <b>PHONE (A/C No, Ext):</b> (781) 245-5400 <b>FAX (A/C, No):</b> (781) 245-5483 <b>E-MAIL ADDRESS:</b> Lauren.Rago@bbrown.com															
<b>INSURED</b> Underwood Engineers, Inc. 25 Vaughn Mall  Portsmouth NH 03801		<b>INSURER(S) AFFORDING COVERAGE</b> <table border="1"> <tr> <th>INSURER A :</th> <th>NAIC #</th> </tr> <tr> <td>Hartford Casualty Insurance Company</td> <td>28424</td> </tr> <tr> <td>Hartford Underwriters Insurance Company</td> <td>30104</td> </tr> <tr> <td>Twin City Fire Insurance Company</td> <td>29459</td> </tr> <tr> <td>XL Specialty Insurance Company</td> <td>37885</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>		INSURER A :	NAIC #	Hartford Casualty Insurance Company	28424	Hartford Underwriters Insurance Company	30104	Twin City Fire Insurance Company	29459	XL Specialty Insurance Company	37885	INSURER E :		INSURER F :	
INSURER A :	NAIC #																
Hartford Casualty Insurance Company	28424																
Hartford Underwriters Insurance Company	30104																
Twin City Fire Insurance Company	29459																
XL Specialty Insurance Company	37885																
INSURER E :																	
INSURER F :																	

**COVERAGES**

CERTIFICATE NUMBER: 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 SUBR INSD 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"/> PROJECT <input type="checkbox"/> LOC OTHER:		08SBAAE2950	06/01/2023	06/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 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 Damage to Rental \$ 300,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY		08UECBB1093	06/01/2023	06/01/2024	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist \$
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		08SBAAE2950	06/01/2023	06/01/2024	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	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	08WBCAG4M6D	05/30/2023	05/30/2023	<input checked="" type="checkbox"/> PER STATUTE <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
D	Arch/Eng Prof Liab incl Pollution		DPR5013170	06/01/2023	06/01/2024	Per Claim 5,000,000 Aggregate 5,000,000

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

General Liability policy includes special form property coverage for property in insured's care, custody or control.

**CERTIFICATE HOLDER****CANCELLATION**

State of New Hampshire Dept of Environmental Services 29 Hazen Dr PO Box 95  Concord NH 03302-0095	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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## Attachment A

### Request for Qualifications Scores and Rankings

### Seacoast NH Emergency Interconnection Study Update

The procurement process for this Agreement was conducted in accordance with RSA 21-I:22. In September 2023 a Request for Qualifications (RFQ) was posted on the New Hampshire Department of Environmental Services (NHDES) and the Department of Administrative Services (DAS) webpages for a Seacoast NH Emergency Interconnection Study Update.

The following firms responded to the RFQ:

- Hazen and Sawyer, P.C.
- Tighe & Bond, Inc.
- Underwood Engineers, Inc.
- Weston & Sampson
- Wright-Pierce

A Review Team comprised of NHDES staff and three community public water system representatives reviewed the Statements of Qualifications (SOQ) and ranked according to the qualification criteria. A fourth community public water system representative participated in the interviews. A list of the Review Team can be found under Table A-1.

<b>Table A-1. Review Team Members</b>			
<b>Name</b>	<b>Organization</b>	<b>Title</b>	<b>Years of NHDES Experience</b>
Brandon Kernen	NHDES Drinking Water and Groundwater Bureau	Bureau Administrator	24
Jennifer Mates, P.E.	NHDES Drinking Water and Groundwater Bureau	Sanitary Engineer	5
Andrew Koff	NHDES Drinking Water and Groundwater Bureau	Hydrogeologist	7
Kaitlin Curtis	NHDES Drinking Water and Groundwater Bureau	Program Administrator	9
Carl McMorran	Aquarion Water Company	Operations Manager	n/a
John Storer	City of Dover	Director of City Services	n/a
Brian Goetz	City of Portsmouth	Deputy Director of Public Works	n/a
Ralph Hickson*	Rye Water District	Rye Water District Commissioner	n/a

*\*only participated in the interviews*

The five firms that submitted SOQs were ranked based on the following criteria:

- Capability to perform required services and qualifications of key personnel.
- Extent of experience and past performances on similar projects.
- Project understanding, design approach, and methodology.
- Proposed schedule and approach to perform required services in a timely manner.

**Attachment A**  
**Request for Qualifications Scores and Rankings**  
**Seacoast NH Emergency Interconnection Study Update**

Table A-2 illustrates the ranking of the five firms that submitted an SOQ.

<b>Table A-2. Firm Rankings based on Statement of Qualifications (SOQ)</b>	
<b>Firm</b>	<b>Final Rank</b>
Underwood Engineers, Inc.	1
Wright-Pierce	2
Weston & Sampson	3
Tighe & Bond, Inc.	4
Hazen and Sawyer, P.C.	5

Based on the SOQ review, the top three scoring firms were selected for interviews which were all conducted on October 31, 2023. Table A-3 illustrates the ranking of the three firms that were interviewed.

<b>Table A-3. Firm Rankings based on Interviews</b>	
<b>Firm</b>	<b>Final Rank</b>
Underwood Engineers, Inc.	1
Weston & Sampson	2
Wright-Pierce	3

Underwood Engineers, Inc. (UE) of Portsmouth, NH was selected based on the firm's knowledge of New Hampshire's seacoast and experience with coastal water systems. This firm ranked the highest overall in both the SOQ review and the interviews. Based on these rankings, the Review Team determined UE to be the most qualified firm to conduct the emergency interconnection study.