



The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner



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November 14, 2024

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

REQUESTED ACTION

Authorize the Department of Environmental Services (NHDES) to enter into a **SOLE SOURCE** amendment to an existing contract for lead service line inventory and replacement assistance for NH water systems (PO#9005939) with Underwood Engineers, Inc. (VC # 155587-B001), Portsmouth, NH, by increasing the amount by \$1,074,500 to \$2,360,200 from \$1,285,700, and extending the contract end date to December 31, 2027, from January 15, 2025, effective upon Governor and Council approval. The original contract was approved by Governor and Council on April 12, 2023, Item #101. 100% Federal Funds.

Funding is available in the account as follows.

FY 2025
\$1,074,500

03-44-44-441018-5564-102-500731

Department of Environmental Services, DWSRF BIL Administration, Contracts for Program Services

EXPLANATION

NHDES requests approval of this **SOLE SOURCE** amendment to the existing contract with Underwood Engineers, Inc. (Underwood) to continue providing service line identification, and development of a replacement and sampling plan in accordance with EPA's Lead and Copper Rule Revisions (LCRR) and Improvements (LCRI). This amendment is **SOLE SOURCE** because Underwood, having been originally selected through a request for proposal competitive bid process, indicated that they have the qualifications and capacity to take on the additional work. This effort is in response to the Environmental Protection Agency's published regulatory revisions to the National Primary Drinking Water Regulation for lead and copper under the authority of the Safe Drinking Water Act (SDWA). These revised requirements provide greater and more effective protection of public health by reducing exposure to lead and copper in drinking water. To date, \$919,197 has been spent of the original \$1,285,700 contract.

In September of 2022, NHDES posted a request for proposals for consulting firms to complete the lead service line inventory (LSLI), replacement plan and sampling plan for community water systems and non-transient non-community systems with less than 1,700 service connections. Thirteen proposals were received. A four-person review team consisting of experienced NHDES personnel scored the proposals in

terms of the proposal quality, cost, qualifications, experience, adequacy of approach and overall project understanding. The NHDES review team selected Underwood Engineers, Inc., Northeast GIS, LLC, Arcadis U.S., Inc. and Hazen and Sawyer, P.C. consulting firms as having the top-ranked proposals based on the previously mentioned criteria.

Underwood was selected to work with 175 New Hampshire public water systems to identify lead service lines, develop a LSLI, and if lead service lines are found, develop a lead service line replacement plan and lead and copper sampling plan. All public water systems are required to submit annual LSLI updates to NHDES unless their inventory has identified all services as non-lead. This amendment will provide assistance to community water systems with field efforts to identify remaining unknowns for the baseline inventory due three years after the effective date of the LCRI.

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", written over a horizontal line.

Robert R. Scott, Commissioner

**AMENDMENT NO. 1
TO AGREEMENT BETWEEN THE
N.H. DEPARTMENT OF ENVIRONMENTAL SERVICES
AND
UNDERWOOD ENGINEERS, INC.**

CONTRACT FOR SERVICES – LEAD SERVICE LINE INVENTORY AND REPLACEMENT PLAN

WHEREAS, the State of New Hampshire Department of Environmental Services (NHDES) has entered into a contract with Underwood Engineers, Inc. in the amount of \$1,285,700 to assist the NHDES Drinking Water and Groundwater Bureau by offering consulting services to community public water systems related to developing a lead service line inventory and replacement plan, through January 15, 2025, which was approved by Governor and Council on April 12, 2023, as Item #101.

NOW THEREFORE, amend the original contract between NHDES and Underwood Engineers, Inc. as approved by Governor and Council on April 12, 2023, as Item #101 in the following manner:

1. The Completion Date as set forth in sub-paragraph 1.7 shall be changed from January 15, 2025 to December 31, 2027.
2. The Price Limitations as set forth in sub-paragraph 1.8 shall be changed from \$1,285,700 to \$2,360,200.
3. Delete Exhibit B and C and replace with Exhibit B-Amendment 1, and Exhibit C-Amendment 1. Exhibit B-Amendment 1 and Exhibit C-Amendment 1 are attached hereto and incorporated into this amendment and agreement by reference.

All other conditions outlined in the contract shall remain in effect.



Robert R. Scott, Commissioner
Department of Environmental Services

11/14/24

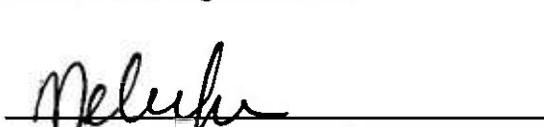
Date



Keith A. Pratt, P.E., President
Underwood Engineers, Inc.

10/22/24

Date



Assistant Attorney General
Department of Environmental Services

11/18/24

Date

EXHIBIT B-Amendment 1
SCOPE OF SERVICES

Public water systems must comply with the new Lead and Copper Rule Revisions (LCRR), announced by the EPA on December 16, 2021. Once the inventory and plans are developed, they will be submitted to NHDES. The format of the information must follow a standard LSLI template to be provided by NHDES so it can easily be incorporated into the State's web based LSLI tool.

UE is one of four engineering firms selected to assist communities with developing the LSLI and, if lead service lines are found, developing a lead service line replacement plan and lead and copper sampling plan. UE will be involved with a total of 172 systems as shown below and following this scope of work (see attachment B for a complete list of the communities that UE will be providing services to).

UE has divided the work into two phases. Phase I is the Confirmatory Phase. This phase consists of three (3) tasks to complete the inventory, which will serve to establish and refine the approach on later phases of the project if necessary. Phase II is the Implementation Phase, will include Tasks 4 through 9 which may be revised before proceeding, based on the findings of the Confirmatory Phase.

UE's overall approach is to schedule an in-person site visit with each community. As much information as possible will be collected before the site visit and will be incorporated into a map and set of tables to be provided to each community ahead of the site visit. A detailed description of the proposed work is provided below.

PHASE I – CONFIRMATORY PHASE (TASKS 1-3)

Task 1 – Preliminary Data Collection – All Water Systems Assigned to Engineer

- Kick off meeting with NHDES and the three other consulting firms.
- Collect and organize GIS information from NHDES.
 - Water system GIS layers, if available and applicable.
 - Record drawings or other relevant documents.
 - E911 layer – geocoded addresses.
 - OneStop information for each system.
- Set up a project template including background feature classes and tables, domains, and contingent values, in accordance with the file format provided by NHDES.
- Create, adapt, and test data management tools for use on this phase of the project.

Task 2 – LSLI Pilot Projects – Three (3) Water Systems

- Select three (3) water systems to pilot with input from NHDES.
- Preliminary Outreach and Site Visit Preparation.

Contractor Initials UE
Date 10/22/24

- Contact each community to discuss the project. Request a list of customers by address. Discuss information already available and what additional information may be needed. This may include the following:
 - Record drawing sin addition to those provided by NHDES, if they included information on water services.
 - Tie sheets if they include material or dates of installation.
 - Staff members who may know the material and approximate installation dates of water services.
- Schedule a site visit with each of the three systems. Preparation for each site visit will include the following:
 - Map customers based on the list provided by the community. This can be done by joining to E911 layer, parcel centroid, census point by address, or other method as appropriate. There will not always be a one-to-one relationship between service line and customer.
 - Create an attribute table for each customer point, which is based on the spreadsheet provided by NHDES in the RFQ. Populate as many fields as possible in advance.
 - Use map symbology to indicate material and installation dates where known, and unknown.
 - Provide preliminary map to each community in their preferred format and request that they review it ahead of the site visit.
 - Use a questionnaire to solicit additional information from the community, and ensure consistency across communities in advance of the visit. In addition to materials, questionnaire will include information on water quality, the source and corrosion control and other chemical feed or treatment.
 - In cooperation with the community, develop an agenda with estimated time slots and necessary personnel for each item. This allows time for them to prepare.
 - If appropriate request information from the Assessor's office to determine the age, type, and use of structures served by the water system.
- During the site visit, the Engineer will perform the following tasks:
 - Collect review comments on preliminary map and incorporate into attribute table.
 - Input additional information from staff interviews into the attribute table.
 - Identify data gaps and collect additional documents or information.
 - Note the information source for each record.
 - Review water quality and sampling plan to generate potential revised sampling plan.
 - Share educational information and discuss future options.
 - Based on the information collected, identify services as 'known with certainty to contain lead,' 'known with certainty not to contain lead,' or 'not known with

Contractor Initials WUP
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certainty,' or similar classification as directed by NHDES. The standard spreadsheet template will be filled out.

- To the extent possible, initial suggestions to the sampling plan will be provided as well as suggested LSLR plan, if needed.

Task 3 – Project Development and Planning

- Based on the information and results of Tasks 1-2, meet with NHDES and consultants to determine if any adjustments are needed prior to proceeding with the implementation phase.
- Revise scope and budget where appropriate for subsequent phases of the project.
- Prepare a technical summary detailing findings, methodologies, and recommendations.

Meeting Summary (Tasks 1-3):

- Kick-off Meeting with NHDES and consultants.
- Site visits with communities and water systems (3).
- Follow-up meeting with NHDES.

Summary of Deliverables (Tasks 1-3):

- Technical summary of confirmatory phase for three (3) systems with recommendations for adjustments for Implementation Phase.

PHASE II – IMPLEMENTATION PHASE

The following approach is based on UE's understanding of the work but is subject to change depending on the outcome of the Confirmatory Phase above.

Task 4 – Planning and Preparation

- Preliminary Outreach and Site Visit Preparation
 - Except where modified, this effort will be consistent with the outline above in Task 2.

Meeting Summary:

- Phone meetings in advance of site visits as needed.

Summary of Deliverables:

- GIS database with inventory and backup information.

Task 5 – Site Visits and Data Entry

- The intent of the site visit is for UE to work closely with staff so that as much information can be collected as possible and to complete the inventory to the extent possible before the end of the visit. GIS will be utilized to track and manage the system.

Contractor Initials WVP
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- Unless modified as a result of the confirmatory phase, this effort will be consistent with the outline in Task 2.
- More than one day may be allotted depending on the size of the community and the complexity of the water system. UE has budgeted the following for the initial inventory, including preparation, scheduling meetings and travel time:

	Small Systems	Medium Systems
Number of Systems	149	23
Site Time	2 people – 1 day each system	2 people – 4 days each system
Total Days	149 days	92 days

- An additional 3 systems are added to UE’s list: 1661010 New Castle, 1793020 Loon Estates, 1844010 Carroll County.
- Site visits will be utilized when it is believed to be productive to do so for the updated inventories. Additional steps to communicate to the Owners and Operators will be taken to reduce unknowns to the extent possible based on NHDES assessment and determination of a prioritization strategy. This may include follow-up phone calls, site visits, and/or additional research.

Meeting Summary:

- Site visit to each water system (175 total), as applicable

Summary of Deliverables:

- Preliminary data set and inventory in GIS based system with LSLI completed.
- Suggestions for revised sampling plan, if needed.
- Outline for LSL replacement plan, if needed.

It is noted now that each inventory must include fire lines, irrigation lines, and blowoffs. Hydrants are not required to be included in the inventory unless they are connected to a building.

Task 6 – Review Data and Compile – QA/QC Efforts

The purpose of this task is to review and compile the collected data for quality control purposes before submitting. This will allow the data to be checked and transferred into a NHDES standard spreadsheet.

- Review information collected for each community as the site visits are completed.
- Discuss results with the community and request clarification where needed.
- Identify and correct errors. Note inconsistencies and resolve where possible.
- Clearly identify unknowns.
- Ensure that all necessary fields are populated.
- Submit information in the format required by NHDES.

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- Address NHDES questions and incorporate review comments.

As a value-added benefit to each water system, the information collected by UE to prepare the inventory will be compiled into a brief technical memorandum to memorialize the documents for the system owners. This memo will also summarize next steps as appropriate. This task also included Project Management and Coordination meetings with NHDES and other consultants.

Meeting Summary:

- Web-based monthly meetings with NHDES and consultants.

Summary of Deliverables:

- LSLI provided in the format required by NHDES, such as ESRI's Lead Service Line Solution or similar.
- Provide draft inventories to system owners for review prior to submission of the inventory.

Task 7 – Public Information and Education

The public information phase may begin at the site visits, but additional efforts will be provided at the completion of the LSLI inventory. It is also intended that the sampling information and LSLR programs will be part of the public education. A sample flow chart is attached. (Figure 3)

- Develop public information materials for each community.
 - Web-based materials for websites or social media.
 - Paper-based materials to be distributed to customers along with their water bills.
 - Incorporate material provided by EPA, such as 'Protect Your Tap' for homeowners.
 - The public information materials will be provided to NHDES and water systems as electronic documents.
- Public meetings are budgeted as follows:
 - Conduct web-based Public Group Meetings to review work and educational material. These are general in nature.
 - Group meetings for the small systems (4).
 - Group meetings for the medium systems (2).
 - Conduct individual web-based meetings for each system to review project specific information – 2 hours each system.
- UE will participate with the other consultants in public information efforts coordinated by NHDES to minimize duplication of public information material development. UE will attend NHDES scheduled coordination meeting(s) as necessary.

Contractor Initials WJ
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- UE will provide NHDES with a list of water systems identified with lead/galvanized/unknown service lines for notification utilizing one of the formats approved by NHDES (e.g. spreadsheet, GIS layers, etc.).
-

Meeting Summary:

- Web-based group meetings (6 total).
- Individual meetings with each system (172).

Summary of Deliverables:

- Web-based templates for use by the water systems.
- Fact sheets and handouts (i.e., bill stuffers) for use by the water systems.

Task 8 – Sampling Plan and Lead Service Line Replacement (LSLR) Plan

- Three (3) additional water systems will be added: 1661010 New Castle, 1793020 Loon Estates, 1844010 Carroll County.
- LCRI is expected to extend the LSLR submittal deadline to the effective date of the rule, tentatively October 2027. Additional time will be added for this task.
- It is noted that the rule revisions are expected to require systems to achieve 100% lead service line replacement within 10 years of the effective date of LCRI (tentatively 2037).
 - Task 8(a) – Water Quality and Sampling Plan
 - Review existing water quality sampling results and inventory to assist with developing plan.
 - Provide recommended sampling plan.
 - Small systems will be a standard plan, with adjustments for each individual system where needed (150).
 - Medium systems will have a site-specific plan generated (25).
 - Task 8(b) – LSL Replacement Plan
 - Provide recommended Lead Service Replacement Plan. Note that this work may require additional water quality data (by system) to confirm compliance information.
 - Develop standard replacement plan for small systems (150).
 - Provide recommended replacement plan for medium systems (25).
 - Revise plans according to information collected and submit.

Meeting Summary:

- Web-based meeting with the systems when/if requested, or group meetings.

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Summary of Deliverables:

- Sampling plan updates as needed.
- LSLR plans as needed.

Task 9 – Technical Memorandum provided to NHDES

- Provide technical memorandum to summarize methodologies and findings. The purpose is to document and record the effects and results.

Meeting Summary:

- None.

Summary of Deliverables:

- A technical memorandum detailing methodologies and summarizing findings..

Task 10 – allowance item – additional investigations

This is an allowance item to accommodate field work, adjustments in scope or other areas that may require additional efforts not anticipated above. The work, if needed, will be defined jointly with NHDES, but may include:

- Modified work based on the Confirmatory Phase.
- Additional work needed for communities whose service line inventories are currently being assembled under a water asset management program grant.
- Work may include outside services and/or UE labor where needed.

Task 11A – Technical Assistance – Identify Unknowns (Engineering)

Given the number of unknowns in the community water systems, the NHDES has requested additional work from UE to assist the owners with field efforts to identify remaining unknowns for the baseline inventory due three years after the effective date of the LCRI. For purposes of this scope, that date is understood to be October 2027. The work in this task will begin after the original submission of inventories in October 2024. It is noted that all PWS are required to submit annual LSLI updates to NHDES unless their inventory has identified all services as non-lead. UE will assist with the preparation of templates if requested.

The available funding does not cover the cost to investigate all the unknowns. Communities to receive assistance will be determined using a prioritization strategy developed by NHDES that considers disadvantaged community status and lead exposure risk. The prioritization will be done for all of the small community and non-transient, non-community water systems being assisted by UE and the three

Contractor Initials umf
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other consultants currently contracted with NHDES for similar work.

The following information will also be considered while developing strategies to investigate the unknowns:

- In many cases, it will be acceptable to use Statistical Analysis by completing visual inspections of 20% of the unknown service lines as representative of the system. The service lines to be investigated will be randomly selected using the method provided by NHDES.
- Note: Although this is not included in the contract, the EPA is expected to require that 20% of all service lines identified using a state-approved (non-EPA) method be validated by conducting visual observations of randomly selected sites. That validation deadline is seven years after the effective date of the LCRI, which is understood to be 2034. The exact requirement will be established once the LCRI is finalized.

The work under this task will include researching and developing appropriate strategies for investigating unknowns and grouping like systems together to obtain as much information as possible with the available resources. The following activities will be considered:

- Excavation and potholing.
- Field assistance using contract operators familiar with these systems.
- Building surveys to visually observe the materials where accessible.
- Providing a field verification form to both water system Operators and Owners. This form involves stepwise instructions to assist users with identifying the water service line material.
- Other defined work, where appropriate.

Additionally, UE will:

- Consult with NHDES and other consultants and appropriate methodologies and techniques.
- Conduct an updated literature review to find cost-effective approaches to the field work.
- Coordinate and communicate with the water systems through informational materials and up to 6 online meetings using MS Teams.

Investigative Stage:

- UE will conduct the investigative phase of the work.
- For UE subcontracted work, UE will provide coordination and administration during implementation.
- UE will provide a field representative during investigative work if necessary (generally associated with excavation efforts).

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Closeout Documentation:

- UE will provide the updated documentation to the system Owners/Operators.
- UE will provide the updated inventory to the PWS to allow the PWS to submit to NHDES.
- UE will provide update replacement plans to the PWS for submittal to NHDES.

Meeting Summary (This task):

- Kick-off meeting with NHDES and consultants.
- Online group meetings with system Owners/Operators (up to 6 meetings).
- Additional meetings with NHDES (4):

Summary of Deliverables (This task):

- Updated inventories, when necessary.
- Updated technical memorandum, when necessary.
- Updated replacement plan, when necessary.

Note: the inventory, memorandum, and replacement plan will only be updated for systems that had additional investigations.

Task 11B – Field Investigations Assistance – Identify Unknowns (Subcontractors)

This task is an allowance item for subcontracting with a system operator and or a contractor to conduct specific field work to investigate select unknowns in groups of water systems based on the expectation defined in Task 11A above. Since the level of effort is undefined, it is understood not all unknowns will be investigated. However, this approach allows efforts to be more efficient by grouping many water systems together. This allowance may also be used for UE staff if appropriate or needed.

- UE will obtain quotes for subcontractors.
- UE will coordinate the subcontractor scheduling and site access with PWS.
- UE will provide lead education materials to the building owner and tenants if lead or GRR is encountered.

Task 12 – Populate a Modified Inventory Spreadsheet

NHDES has indicated they expect the inventory spreadsheet will be modified after the October 2024 submission of initial inventories due to updates required by the LCRI. They have requested a task to populate the modified spreadsheet for all 175 systems. UE will develop a script to transfer the inventory data from the existing spreadsheet into an updated/modified spreadsheet. This item includes an allowance of \$50,000 for UE to perform this modification at the request of NHDES.

An estimated schedule of completion for the tasks described above is provided below.

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With this amendment, the Schedule will be as follows:

	<u>By or before</u>
Submission of initial inventories to NHDES	October 16, 2024
Public Notification (lead, GRR, unknown)	November 15, 2024
Public Information Materials (Task 7)	June 2025
Populate Modified Inventory Spreadsheet (Task 12)	September 2025
Engineering Assistance – Identify Unknowns (Task 11A)	December 2025
Field Work complete (Task 11B)	August 2027
Baseline inventories, replacement plans (Task 11)	September 2027
Revised sampling plans (Task 8)	September 2027
Technical Memorandum (Task 9)	December 2027

For information purposes, the current regulatory timeline milestones (beyond the scope of this contract) are as follows:

Validation of non-lead service lines (state-approved method) due	2034
Lead and GRR replacements complete	2037
Remaining unknown service line materials identified per EPA requirements	2037

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EXHIBIT C-Amendment 1
BUDGET

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 \$2,360,200. In the event that Federal funds are no longer available, general funds will not be requested to perform this work.

Tasks	Original Amt	Additional Scope of Services	Revised Total Budget
Task			
Task 1 – Collect & Review NHDES Information	\$17,700	\$0	\$17,700
Task 2 – Pilot 3 Projects	\$24,400	\$0	\$24,400
Task 3 – Planning/Scoping	\$7,900	\$0	\$7,900
Task 4 – Planning and Preparation	\$122,200	\$0	\$122,200
Task 5 – Site Visits and Data Entry	\$530,400	\$20,700	\$551,100
Task 6 – Review Data and Compile	\$149,100	\$133,000	\$282,100
Task 7 – Public Information and Education	\$164,000	\$0	\$164,000
Task 8 – Sampling and LSL Replacement Plan	\$147,000	\$0	\$147,000
Task 9 – Field Investigation	\$100,000	\$4,900	\$104,900
Task 10 – Tech Memo	\$23,000	\$0	\$23,000
Task 11A – Technical Assistance – Unknowns (Eng)	0	\$165,900	\$165,900
Task 11B – Technical Assistance – Unknowns (Subs)	0	\$700,000	\$700,000
Task 12 – Inventory Update & On-Call Service for Non-Transient Systems	0	\$50,000	\$50,000
TOTAL (not to exceed)	\$1,285,700	\$1,074,500	\$2,360,200

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's written approval. Copies of marked-up invoices may be provided to the contractor.

Applicable billing rates are listed below.

Contractor Initials WJ
 Date 10/22/21

UNDERWOOD ENGINEERS, INC.
Portsmouth, New Hampshire
Standard Billing Rates

Effective through December 31, 2025

Labor Rates:

Principal-in-Charge	\$244 to \$281 per hour
Senior Project Manager	\$206 to \$236 per hour
Technical Leader	\$168 to \$231 per hour
Project Manager	\$158 to \$200 per hour
Senior Project Engineer	\$150 to \$184 per hour
Project Engineer 2	\$126 to \$145 per hour
Project Engineer 1	\$105 to \$129 per hour
Constructions Services Group Leader	\$175 to \$184 per hour
Resident Engineer 2	\$86 to \$145 per hour
Resident Engineer 1	\$75 to \$86 per hour
Technician	\$75 to \$147 per hour
GIS	\$75 to \$142 per hour
Comptroller	\$125 to \$160 per hour
Bookkeeper	\$85 to \$95 per hour
Clerical/Admin	\$75 to \$90 per hour
Intern	\$63 to \$75 per hour

Reimbursables

Mileage	IRS Reimbursable Rate
Field Supplies	Cost
Postage	Cost
Food & Lodging	Cost
Miscellaneous Job Related Expenses	Cost
Lump sum expense charges	Per Contract
Subconsultants *	Cost plus Mark-up

* Mark-up will not exceed 10%.

Contractor Initials VM
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Changes to the Scope of Services require NHDES approval in advance. All work must be completed by the completion listed on the contract agreement (Section 1.7).

The billing address shall be as follows:

Attn: Stephanie Frechette
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 WV
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Meeting Minutes of Stockholders and
Board of Directors Meeting of
Underwood Engineers, Inc.

October 22, 2024

The meeting of the Board of Directors of Underwood Engineers, Inc. was held on October 22, 2024. All Board of Directors (Keith A. Pratt, David J. Mercier, and Terry L. Desmarais) were present. The President presided.

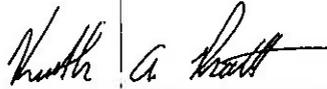
Upon motion, duly made and seconded, it was unanimously:

VOTED by the Directors:

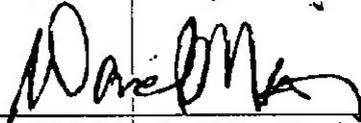
To enter into a contract with the State of New Hampshire (New Hampshire Department of Environmental Services) consistent with State's Amendment signed by Keith Pratt on October 22, 2024. The amendment revises the scope and schedule and increases the fee to \$2,360,200.

There being no further business to come before the meeting, it was unanimously

VOTED by the Directors: To adjourn.



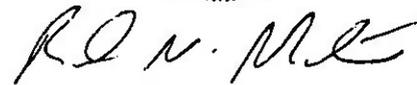
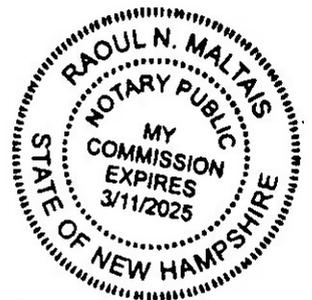
Keith A. Pratt, President



David J. Mercier, Vice President



Terry L. Desmarais, Vice President



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: 0006780395



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 20th day of September A.D. 2024.

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

David M. Scanlan
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/22/2024

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).

PRODUCER Brown & Brown of Massachusetts, LLC 107 Audubon Rd Wakefield MA 01880		CONTACT NAME: Lauren Rago PHONE (A/C, No, Ext): (781) 245-5400 E-MAIL ADDRESS: Lauren.Rago@bbrown.com FAX (A/C, No): (781) 245-5463	
INSURED Underwood Engineers, Inc. 25 Vaughan Mall Portsmouth NH 03801		INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Casualty Insurance Company NAIC # 29424 INSURER B: Hartford Underwriters Insurance Company 30104 INSURER C: Twin City Fire Insurance Company 29459 INSURER D: XL Specialty Insurance Company 37885 INSURER E: INSURER F:	

COVERAGES CERTIFICATE NUMBER: 24 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:	Y	08SBAAE2950	06/01/2024	06/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000 Premises \$	
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	Y	08UECBB1093	06/01/2024	06/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 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	Y	08SBAAE2950	06/01/2024	06/01/2025	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	N/A	08WBCAG4M6D	05/30/2024	05/30/2025	<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		DPR5029395	06/01/2024	06/01/2025	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)

State of New Hampshire Department of Environmental Services is included as additional insured per written contract under the general auto and umbrella liability policies subject to same terms and conditions.

CERTIFICATE HOLDER

State of New Hampshire Department of Environmental Services
 29 Hazen Drive, PO Box 95
 Concord NH 03302-0095

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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The State of New Hampshire
Department of Environmental Services



Robert R. Scott, Commissioner

March 28, 2023

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

APPROVED G & C

DATE 12 April 2023
ITEM # 101

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 \$1,285,700 in order to conduct a lead service line inventory, replacement and sampling plan project for New Hampshire public drinking water systems, effective upon approval by Governor and Council through January 15, 2025. 100% Federal Funds.

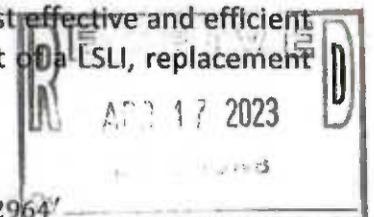
Funding is available in the account as follows.

03-44-44-441018-5564-102-500731 FY 2023
Department of Environmental Services, DWSRF BIL Administration, Contracts for Program Services \$1,285,700

EXPLANATION

The purpose of this project is to utilize consulting services to assist New Hampshire public water systems develop a lead service line inventory (LSLI), replacement plan, and sampling plan. This effort is in response to the Environmental Protection Agency's published regulatory revisions to the National Primary Drinking Water Regulation for lead and copper under the authority of the Safe Drinking Water Act (SDWA). These revised requirements provide greater and more effective protection of public health by reducing exposure to lead and copper in drinking water.

In September of 2022, DES posted a request for proposals for consulting firms to complete the LSLI, replacement plan and sampling plan for community water systems and non-transient non-community systems with less than 1700 service connections. Thirteen proposals were received. A four-person review team consisting of experienced DES personnel scored the proposals in terms of the proposal quality, cost, qualifications, experience, adequacy of approach and overall project understanding. The DES review team selected Underwood Engineers, Inc., Northeast GIS, LLC, Arcadis U.S., Inc. and Hazen and Sawyer, P.C. consulting firms as having the top-ranked proposals based on the previously mentioned criteria (see Attachment A for a list of proposal scores and rankings). The consulting services from each firm will include a pilot study at three public water systems. The pilot study will establish the most effective and efficient means and methods of completing the inventories, along with the development of a LSLI, replacement



plan and sampling plan. This work may include digitizing of historic records, conducting building inspections, test pits/potholing and water quality testing.

Underwood Engineers, Inc. (UE) was selected to work with 172 New Hampshire public water systems (see Attachment B) to identify lead service lines and to construct a searchable database that will allow public water systems to develop a lead service line replacement plan and sampling plan. UE's unique approach to this project stood out during the review process. UE proposed to divide the work into two phases. Phase 1 is the Confirmatory Phase. This phase consists of three tasks to complete the inventory, which will serve to establish and refine the approach on later phases of the project if necessary. Phase 2 is the Implementation Phase which will include another six tasks which may be revised before proceeding, based on the findings of the Confirmatory Phase.

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.



Robert R. Scott, Commissioner

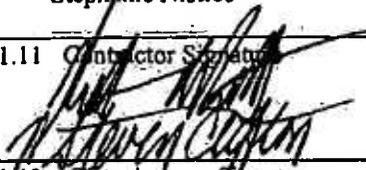
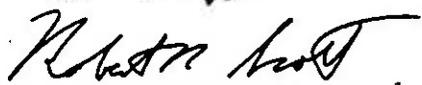
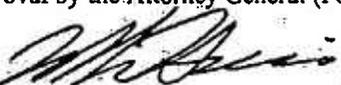
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive, P.O. Box 95 Concord, NH 03302-0095	
1.3 Contractor Name Underwood Engineers, Inc.		1.4 Contractor Address 25 Vaughan Mall Portsmouth, NH 03801	
1.5 Contractor Phone (603) 436-6192	1.5 Account Unit and Class 03-44-44-441018-5564-102	1.7 Completion Date 01/15/2025	1.8 Price Limitation \$1,285,700
1.9 Contracting Officer for State Agency Stephanie Nistico		1.10 State Agency Telephone Number (603) 271-0867	
1.11 Contractor Signature  Date: 3/1/23		1.11 Name and Title of Contractor Signatory Keith A. Pratt, P.E., President	
1.13 State Agency Signature  Date: 3/28/23		1.14 Name and Title of State Agency Signatory Robert R. Scott, Commissioner Department of Environmental Services	
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: 3/28/2023	
1.17 Approval by the Governor and Executive Council (if applicable)			
G&C Item number:		G&C Meeting Date:	

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.

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.

[Handwritten Signature]
4/15

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).

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.
- 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:

Contractor Initials

Date


3/14/20

- (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.

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."

Exhibit B Scope of Services

Public water systems must comply with the new Lead and Copper Rule Revisions (LCRR), announced by the EPA on December 16, 2021. Once the inventory and plans are developed, they will be submitted to NHDES. The format of the information must follow a standard LSLI template to be provided by NHDES so it can easily be incorporated into the State's web based LSLI tool.

UE is one of four engineering firms selected to assist communities with developing the LSLI and, if lead service lines are found, developing a lead service line replacement plan and lead and copper sampling plan. UE will be involved with a total of 172 systems as shown below and following this scope of work (see attachment B for a complete list of the communities that UE will be providing services to).

UE has divided the work into two phases. Phase I is the Confirmatory Phase. This phase consists of three (3) tasks to complete the inventory, which will serve to establish and refine the approach on later phases of the project if necessary. Phase II is the Implementation Phase, will include Tasks 4 through 9 which may be revised before proceeding, based on the findings of the Confirmatory Phase.

Contractor Initials
Date 2/23/23

UE's overall approach is to schedule an in-person site visit with each community. As much information as possible will be collected before the site visit and will be incorporated into a map and set of tables to be provided to each community ahead of the site visit. A detailed description of the proposed work is provided below.

PHASE I – CONFIRMATORY PHASE (TASKS 1-3)

Task 1 – Preliminary Data Collection – All Water Systems Assigned to Engineer

- Kick off meeting with NHDES and the three other consulting firms.
- Collect and organize GIS information from NHDES.
 - Water system GIS layers, if available and applicable.
 - Record drawings or other relevant documents.
 - E911 layer – geocoded addresses.
 - OneStop information for each system.
- Set up a project template including background feature classes and tables, domains, and contingent values, in accordance with the file format provided by NHDES.
- Create, adapt, and test data management tools for use on this phase of the project.

Task 2 – LSLI Pilot Projects – Three (3) Water Systems

- Select three (3) water systems to pilot with input from NHDES.
- Preliminary Outreach and Site Visit Preparation.
 - Contact each community to discuss the project. Request a list of customers by address. Discuss information already available and what additional information may be needed. This may include the following:
 - Record drawing in addition to those provided by NHDES, if they included information on water services.
 - Tie sheets if they include material or dates of installation.
 - Staff members who may know the material and approximate installation dates of water services.
 - Schedule a site visit with each of the three systems. Preparation for each site visit will include the following:
 - Map customers based on the list provided by the community. This can be done by joining to E911 layer, parcel centroid, census point by address, or other method as appropriate. There will not always be a one-to-one relationship between service line and customer.
 - Create an attribute table for each customer point, which is based on the spreadsheet provided by NHDES in the RFQ. Populate as many fields as possible in advance.
 - Use map symbology to indicate material and installation dates where known, and unknown.
 - Provide preliminary map to each community in their preferred format and request that they review it ahead of the site visit.

Contractor Initials

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WWT
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- Use a questionnaire to solicit additional information from the community, and ensure consistency across communities in advance of the visit. In addition to materials, questionnaire will include information on water quality, the source and corrosion control and other chemical feed or treatment.
- In cooperation with the community, develop an agenda with estimated time slots and necessary personnel for each item. This allows time for them to prepare.
- If appropriate request information from the Assessor's office to determine the age, type, and use of structures served by the water system.
- During the site visit, the Engineer will perform the following tasks:
 - Collect review comments on preliminary map and incorporate into attribute table.
 - Input additional information from staff interviews into the attribute table.
 - Identify data gaps and collect additional documents or information.
 - Note the information source for each record.
 - Review water quality and sampling plan to generate potential revised sampling plan.
 - Share educational information and discuss future options.
 - Based on the information collected, identify services as 'known with certainty to contain lead,' 'known with certainty not to contain lead,' 'not known with certainty,' or similar classification as directed by NHDES. The standard spreadsheet template will be filled out.
- To the extent possible, initial suggestions to the sampling plan will be provided as well as suggested LSLR plan, if needed.

Task 3 – Project Development and Planning

- Based on the information and results of Tasks 1-2, meet with NHDES and consultants to determine if any adjustments are needed prior to proceeding with the implementation phase.
- Revise scope and budget where appropriate for subsequent phases of the project.
- Prepare a technical summary detailing findings, methodologies, and recommendations.

Meeting Summary (Tasks 1-3):

- Kick-off Meeting with NHDES and consultants.
- Site visits with communities and water systems (3).
- Follow-up meeting with NHDES.

Summary of Deliverables (Tasks 1-3):

- Technical summary of confirmatory phase for three (3) systems with recommendations for adjustments for Implementation Phase.

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PHASE II – IMPLEMENTATION PHASE

The following approach is based on UE's understanding of the work but is subject to change depending on the outcome of the Confirmatory Phase above.

Task 4 – Planning and Preparation

- Preliminary Outreach and Site Visit Preparation
 - Except where modified, this effort will be consistent with the outline above in Task 2.

Meeting Summary:

- Phone meetings in advance of site visits as needed.

Summary of Deliverables:

- GIS database with inventory and backup information.

Task 5 – Site Visits and Data Entry

- The intent of the site visit is for UE to work closely with staff so that as much information can be collected as possible and to complete the inventory to the extent possible before the end of the visit. GIS will be utilized to track and manage the system.
- Unless modified as a result of the confirmatory phase, this effort will be consistent with the outline in Task 2.
- More than one day be allotted depending on the size of the community and the complexity of the water system. UE has budgeted the following, including preparation, scheduling meetings and travel time:

	Small Systems	Medium Systems
Number of Systems	149	23
Site Time	2 people – 1 day each system	2 people – 4 days each system
Total Days	149 days	92 days

Meeting Summary:

- Site visit to each water system (172 total)

Summary of Deliverables:

- Preliminary data set and inventory in GIS based system with LSLI completed.
- Suggestions for revised sampling plan, if needed.
- Outline for LSL replacement plan, if needed.

Task 6 – Review Data and Compile – QA/QC Efforts

The purpose of this task is to review and compile the collected data for quality control purposes before submitting. This will allow the data to be checked and transferred into a NHDES standard spreadsheet.

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3/18/05

- Review information collected for each community as the site visits are completed.
- Discuss results with the community and request clarification where needed.
- Identify and correct errors. Note inconsistencies and resolve where possible.
- Clearly identify unknowns.
- Ensure that all necessary fields are populated.
- Submit information in the format required by NHDES.
- Address NHDES questions and incorporate review comments.

This task also included Project Management and Coordination meetings with NHDES and other consultants.

Meeting Summary:

- Web-based monthly meetings with NHDES and consultants.

Summary of Deliverables:

- LSLI provided in the format required by NHDES, such as ESRI's Lead Service Line Solution or similar.

Task 7 – Public Information and Education

The public information phase may begin at the site visits, but additional efforts will be provided at the completion of the LSLI inventory. It is also intended that the sampling information and LSLR programs will be part of the public education. A sample flow chart is attached. (Figure 3)

- Develop public information materials for each community.
 - Web-based materials for websites or social media.
 - Paper-based materials to be distributed to customers along with their water bills.
 - Incorporate material provided by EPA, such as 'Protect Your Tap' for homeowners.
- Public meetings are budgeted as follows:
 - Conduct web-based Public Group Meetings to review work and educational material. These are general in nature.
 - Group meetings for the small systems (4).
 - Group meetings for the medium systems (2).
 - Conduct individual web-based meetings for each system to review project specific information – 2 hours each system.

Meeting Summary:

- Web-based group meetings (6 total).
- Individual meetings with each system (172).

Summary of Deliverables:

- Web-based templates for use by the water systems.
- Fact sheets and handouts (i.e., bill stuffers) for use by the water systems.

Contractor Initials

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Task 8 – Sampling Plan and LSL Replacement Plan

- Depending on the results of the LSLI, additional assistance may be needed to support revised sampling plans and LSLR plans. This task provides ongoing assistance to the systems following the inventory work, when needed.
- Task 8A – Water Quality and Sampling Plan
 - Review existing water quality sampling results and inventory to assist with developing plan.
 - Provide recommended sampling plan.
 - Small systems will be a standard plan, with adjustments for each individual system where needed (149).
 - Medium systems will have a site-specific plan generated (23).
- Task 8B – LSL Replacement Plan
 - Provide recommended Lead Service Replacement Plan. Note that this work may require additional water quality data (by system) to confirm compliance information.
 - Develop standard replacement plan for small systems (149).
 - Provide recommended replacement plan for medium systems (23).
 - Revise plans according to information collected and submit.

Meeting Summary:

- Web-based meeting with the systems when/if requested, or group meetings.

Summary of Deliverables:

- Sampling plan updates as needed.
- LSLR plans as needed.

Task 9 – Technical Memorandum

- Provide technical memorandum to summarize methodologies and findings. The purpose is to document and record the effects and results.

Meeting Summary:

- None.

Summary of Deliverables:

- A technical memorandum detailing methodologies and summarizing findings.

Task 10 – Allowance Item – Additional Investigations/Other

This is an allowance item to accommodate field work, adjustments in scope or other areas that may require additional efforts not anticipated above. The work, if needed, will be defined jointly with NHDES, but may include:

- Modified work based on the Confirmatory Phase.
- Additional work needed for communities whose service line inventories are currently being assembled under a water asset management program grant.

Contractor Initials

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WHL
3/10/23

- o Work may include outside services and/or UE labor where needed.

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 \$1,285,700. 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's written approval. Copies of marked-up invoices may be provided to the contractor.

Applicable billing rates are listed below.

Underwood Engineers, Inc. Fee Summary

Task	Labor	Hours	Expen/Subs	Subs	Expenses	Total
Task 1 - Collect and review information available from NHDES	\$17,542	138	\$158	\$0	\$158	\$17,700
Task 2 - Pilot three (3) projects	\$24,387	199	\$13	\$0	\$13	\$24,400
Task 3 - Planning/scoping Efforts	\$7,776	46	\$124	\$0	\$124	\$7,900
Task 4 - Planning and Preparation	\$119,392	1,174	\$2,808	\$0	\$2,808	\$122,200
Task 5 - Site Visits and Data Entry	\$489,664	5,060	\$40,736	\$15,200	\$25,536	\$530,400
Task 6 - Review Data and Compile	\$148,301	1,284	\$799	\$0	\$799	\$149,100
Task 7 - Public Information and Education	\$162,579	1,368	\$1,421	\$0	\$1,421	\$164,000
Task 8 - Sampling and LSL Replacement Plan	\$144,909	1,192	\$2,091	\$0	\$2,091	\$147,000
Task 9 - Field Investigations (Allowance)	\$0	-	\$100,000	\$0	\$100,000	\$100,000
Task 10 - Tech Memo	\$22,880	180	\$120	\$0	\$120	\$23,000
Total	\$1,137,430	10,641	\$148,270	\$15,200	\$193,070	\$1,285,700

Contractor Initials UE
 Date 3/14/23

Underwood Engineers, Inc. Hour Summary

TASK	PRINC	Sr. PMGR	PMGR	Sr. PENG	PENG	TECH	Sr. RPR	Intern	CLE	Total
Task 1 - Collect and review information available from NHDES	10	1	1	44	53	27	-	-	2	138
Task 2 - Pilot three (3) projects	6	10	1	50	100	32	-	-	-	199
Task 3 - Planning/scoping Efforts	14	6	2	16	4	4	-	-	-	46
Task 4 - Planning and Preparation	14	10	210		220	280	-	360	80	1,174
Task 5 - Site Visits and Data Entry	-	-	120		3,870	-	-	1,070	-	5,060
Task 6 - Review Data and Comple	92	20	216		230	526	-	200	-	1,284
Task 7 - Public Information and Education	-	20	554		494	100	-	120	80	1,368
Task 8 - Sampling and LSL Replacement Plan	-	-	536		536	-	-	-	120	1,192
Task 9 - Field Investigations (Allowance)	-	-	-		-	-	-	-	-	-
Task 10 - Tech Memo	10	10	-	60	-	80	-	-	20	180
Total	146	77	1,640	170	5,507	1,049	-	1,750	302	10,641

Changes to the Scope of Services require NHDES approval in advance. All work must be completed, and all invoices must be submitted to NHDES by the completion listed on the contract agreement (Section 1.7).

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 WUP
Date 3/28/23

**UNANIMOUS 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 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
David J. Mercier	Vice-President
W. Steven Clifton	Senior Vice-President
David J. Mercier	Treasurer and Secretary

Ratification of Prior Acts

VOTED: That all actions taken by the officers of this Corporation since the date of the last annual meeting of the Board of Directors of the Corporation are hereby ratified and confirmed in all respects.

Upon filing with the records of the Corporation, this 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 the date indicated below.

Dated: February 22, 2023

Keith A. Pratt

Keith A. Pratt, Director

Dated: February 22, 2023

David J. Mercier

David J. Mercier, Director

Dated: February 22, 2023

W. Steven Clifton

W. Steven Clifton, Director



Raoul N. Maltais
Raoul N. Maltais, N.P.
My Commission Expires 3/11/2025

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

March 2, 2023

The meeting of the Board of Directors of Underwood Engineers, Inc. was held on February 2, 2023. All Board of Directors (W. Steven 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) consistent with UE's scope of work submitted on February 15, 2023 in the amount of \$1,285,700.

There being no further business to come before the meeting, it was unanimously

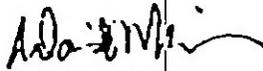
VOTED by the Directors: To adjourn.



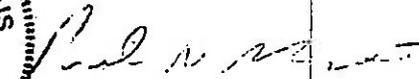
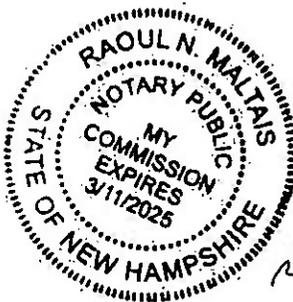
Keith A. Pratt, President



W. Steven Clifton, Sr. Vice President



David J. Mercier, Secretary



Raoul N. Maltais, N.P.
My Commission Expires March 11, 2025

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: 0006121484



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 17th day of February 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



UNDER-1

OP-ID: JP

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/02/2023

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).

PRODUCER Poole Professional B&B of MA 107 Audubon Rd, #2, Ste 305 Wakefield, MA 01880 Christopher A. Poole	781-245-5400	CONTACT Cameron W. Poole NAME: PHONE (A/C, No, Ext): 781-245-5400 FAX (A/C, No): 781-245-5463 E-MAIL ADDRESS:																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Hartford Casualty Insurance Co</td> <td>29424</td> </tr> <tr> <td>INSURER B:</td> <td>Hartford Insurance Company</td> <td>30104</td> </tr> <tr> <td>INSURER C:</td> <td>Twin City Fire Insurance</td> <td>29459</td> </tr> <tr> <td>INSURER D:</td> <td>XL Specialty Insurance Company</td> <td>37885</td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Hartford Casualty Insurance Co	29424	INSURER B:	Hartford Insurance Company	30104	INSURER C:	Twin City Fire Insurance	29459	INSURER D:	XL Specialty Insurance Company	37885	INSURER E:			INSURER F:	
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INSURER E:																						
INSURER F:																						

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
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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 TR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		08SBAAE2950	06/01/2022	06/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X		08UECBB1093	06/01/2022	06/01/2023	COMBINED SINGLE LIMIT (Per 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"/> OED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X		08SBAAE2950	06/01/2022	06/01/2023	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) <input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	08WBCAG4M6D	06/01/2022	06/01/2023	<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	Eng/Arch Prof Liab Incl Pollution			DPR9993982	06/01/2022	06/01/2023	Per Claim 2,000,000 Aggregate 5,000,000

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

State of New Hampshire, Department of Environmental Services is included as additional insured per written contract under the general, auto, and umbrella liability policies subject to same terms and conditions.

CERTIFICATE HOLDER NEWHA00 State of New Hampshire Department of Environmental Services 29 Hazen Drive, PO Box 95 Concord, NH 03302-0095	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Attachment A
Request for Qualifications Scores and Rankings
Public Water Systems (PWS) Lead Service Line Contracts

The procurement process for this Agreement was conducted in accordance with RSA 21-I:22. In June 2022, NHDES posted on the Department of Administrative Services and the NHDES websites a Request For Qualifications (RFQ) PWS Lead Service Line Inventory, Sampling Plan, and Replacement Plan.

The following thirteen (13) firms responded to the RFQ:

- Arcadis U.S., Inc.
- Hazen & Sawyer, P.C.
- Underwood Engineers, Inc.
- Wright-Pierce
- Weston & Sampson
- MSK
- Tata & Howard
- Northeast GIS, LLC
- Edgewater Solutions
- Blue Conduit
- Trinnex
- TruePani
- 120Water

An internal NHDES selection committee reviewed and ranked the responses to the RFQ. The list of the committee can be found under Table A-1.

Table A-1				
Review Team Members				
Name	Department	Bureau	Title	Years of Experience
Luis Adorno	NHDES	Drinking Water and Groundwater Bureau	Administrator II	9
Cynthia Klevens, P.E.	NHDES	Drinking Water and Groundwater Bureau	Engineering and Survey Section Manager	18
Jennifer Mates, P.E.	NHDES	Drinking Water and Groundwater Bureau	Sanitary Engineer	6
Brandon Kernen	NHDES	Drinking Water and Groundwater Bureau	Bureau Administrator	22

Attachment A
Request for Qualifications Scores and Rankings
Public Water Systems (PWS) Lead Service Line Contracts

Three (3) of the thirteen firms that submitted qualifications packages demonstrated substantial experience with requirements of this projects 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..

The committee also felt the need to hire a firm that had experience in dealing with very small water systems as New Hampshire has a substantial amount of these type of system.

Table A-2 illustrates the final rankings based on the ranking elements mentioned above. The committee decided to commence negotiations with the following firms:

- Arcadis U.S., Inc. – Chicago, IL
- Hazen & Sawyer, P.C. – New York, NY
- Underwood Engineers, Inc. – Portsmouth, NH
- Northeast GIS, LLC – Silverlake, NH

Table A-2 Firm Rankings	
Firm	Final Rank
Arcadis U.S., Inc.	1
Hazen & Sawyer, P.C.	2
Underwood Engineers, Inc.	3
Wright-Pierce	4
Weston & Sampson	5
MSK	6
Tata & Howard	7
Northeast GIS, LLC	8
Edgewater Solutions	9
Blue Conduit	10
Trinnex	11
TruePani	12
120Water	13

Attachment B
Communities Receiving Technical Assistance
PWS Lead Service Line Inventory, Sampling Plan, and Replacement Plan

PWSID	CAT	SYSTEM NAME	TOWN	POP	CONNECTIONS	CONSULTANT
0803020	MHP	EXETER RIVER MOBILE HOME PARK	EXETER	980	392	UE
1392180	CON	CENTURY VILLAGE CONDOS	LONDONDERRY	875	350	UE
0803030	MHP	RIVER RUN	EXETER	380	259	UE
0582010	SFR	COLBY POND	DANVILLE	465	186	UE
0583030	SFR	COTTON FARMS MHP	DANVILLE	390	156	UE
2052030	SFR	LANCASTER FARMS	SALEM	303	143	UE
2053020	MHP	ACKERMAN RETIREMENT PARK	SALEM	350	140	UE
1973060	MHP	TRANQUILITY ESTATES	RAYMOND	315	126	UE
0702030	CON	MAPLEVALE AND CRICKET HILL	EAST KINGSTON	248	124	UE
0583050	MHP	ROCK RIMMON COOPERATIVE	DANVILLE	200	121	UE
1752070	SRH	SARGENT WOODS	NEWTON	230	118	UE
2232010	CON	GLENGARRY CONDOS	STRATHAM	171	114	UE
0872020	SRH	BLACKROCKS VILLAGE	FREMONT	226	113	UE
1392010	CON	OAKRIDGE CONDOS	LONDONDERRY	250	100	UE
2082070	SRH	MILL PINE VILLAGE	SANDOWN	160	99	UE
2232070	CON	MONTROSE CONDOS	STRATHAM	210	84	UE
1053020	MHP	HEMLOCK HAVEN	HAMPTON	207	83	UE
0583020	SRH	IRON WHEEL MHP	DANVILLE	124	81	UE
2082060	SFR	CORNERSTONE ESTATES	SANDOWN	202	81	UE
2232030	CON	SALT RIVER CONDOS	STRATHAM	195	78	UE
2232190	SRH	VINEYARDS	STRATHAM	111	76	UE
2082050	SFR	STONEFORD	SANDOWN	188	75	UE
2232020	CON	THORNHILL CONDOS	STRATHAM	175	70	UE
2542070	CON	VILLAGES OF WINDHAM	WINDHAM	145	69	UE
0112030	CON	WRIGHT FARM CONDOS	ATKINSON	160	64	UE
0612230	SFR	RAND SHEPARD HILL	DERRY	158	63	UE
2542160	SRH	HADLEIGH WOODS	WINDHAM	93	62	UE
0432020	SFR	OAK HILL	CHESTER	150	60	UE
2232050	CON	STRATHAM GREEN CONDOS	STRATHAM	150	60	UE
2232160	SFR	BURNHAVEN	STRATHAM	150	60	UE
1793030	MHP	NORTHWOOD MOUNTAIN VIEW MHP	NORTHWOOD	148	59	UE
1272080	SRH	ALL AMERICAN ASSISTED LIVING	KINGSTON	112	58	UE
0112100	CON	ATKINSON WOODS	ATKINSON	140	56	UE
1272030	SRH	LAMPLIGHTER ESTATES	KINGSTON	140	56	UE
1973050	MHP	HILL TOP	RAYMOND	140	56	UE
1792030	SCW	VLG OF NORTHWOOD RDG WTR DIST	NORTHWOOD	688	55	UE
0613060	MHP	CENTENNIAL ESTATES	DERRY	132	53	UE
1392030	CON	OLDE COUNTRY VILLAGE	LONDONDERRY	130	53	UE
0613010	MHP	ANNIE OAKLEY MHP	DERRY	127	51	UE
2232040	CON	PENINSULA AT WINDING BROOK	STRATHAM	128	51	UE
1272010	SRH	KINGSTON PINES ELDERLY HOUSING	KINGSTON	125	50	UE
2082110	SFR	TOWNHOUSES AT WELLS VILLAGE	SANDOWN	125	50	UE
0432010	CON	VILLAGES AT CHESTER CONDOS	CHESTER	245	49	UE
0282010	SRH	MILL POND CROSSING	BRENTWOOD	75	48	UE

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1752020	APT	MEADOWVIEW APARTMENTS	NEWTON	100	48	UE
1932060	CON	MOONGATE FARM	PLAISTOW	120	48	UE
1972040	APT	BRANCH RIVER APARTMENTS	RAYMOND	120	48	UE
1972020	APT	RIVERVIEW MANOR CONDOS	RAYMOND	110	46	UE
2232110	SFR	TURNBERRY	STRATHAM	115	46	UE
1752030	SFR	PACKER MEADOWS	NEWTON	115	45	UE
0762080	SFR	VILLAGES ON THE LAMPREY	EPPING	113	44	UE
1393060	MHP	PONDEROSA MHP	LONDONDERRY	110	44	UE
1932020	CON	GOLDEN HILL	PLAISTOW	110	44	UE
1272070	SRH	KINGS LANDING	KINGSTON	65	43	UE
0762040	CON	MELLING GLEN	EPPING	92	42	UE
2082090	SFR	WATERFORD VILLAGE ESTATES	SANDOWN	105	42	UE
2232060	CON	BALMORAL CONDOS	STRATHAM	105	42	UE
2232200	SFR	CHISHOLM FARM	STRATHAM	168	42	UE
0432030	SFR	CHESTER BROOK	CHESTER	100	40	UE
0762070	CON	PLUMER COURT	EPPING	100	40	UE
1272040	SRH	ROWELL ESTATES	KINGSTON	76	40	UE
1392070	CON	MIDRIDGE CONDOS	LONDONDERRY	100	40	UE
1932090	SFR	GREENFIELD HILL ESTATES	PLAISTOW	80	39	UE
1932250	SRH	CHANDLER PLACE APTS	PLAISTOW	44	39	UE
2082080	CON	LITTLE MILL WOODS	SANDOWN	98	39	UE
0112060	CON	COMMONS OF ATKINSON	ATKINSON	95	38	UE
2082020	SFR	FAIRFIELD	SANDOWN	95	38	UE
0583010	MHP	SPRUCE VALLEY MHP	DANVILLE	92	37	UE
0702040	SFR	COUNTRY HILLS OF EAST KINGSTON	EAST KINGSTON	93	37	UE
0872010	SRH	GOVERNORS FOREST	FREMONT	67	37	UE
1053030	MHP	TAYLOR RIVER ESTATES	HAMPTON	90	36	UE
2082040	CON	PINE ACRES CONDOS	SANDOWN	90	36	UE
1393050	MHP	WAGON WHEEL	LONDONDERRY	88	35	UE
1753010	MHP	WILLOW GROVE TRAILER PARK	NEWTON	88	35	UE
1932240	SRH	THE RESERVE AT SNOWS BROOK	PLAISTOW	85	35	UE
2542080	CON	WYNRIDGE CONDOS	WINDHAM	87	35	UE
0112070	CON	WATER WHEEL ESTATES	ATKINSON	85	34	UE
0363010	MHP	COUNTRY LANE MANOR	CANDIA	85	34	UE
1972060	SFR	WESTGATE ESTATES	RAYMOND	115	34	UE
0362020	SRH	CANDIA CROSSING	CANDIA	59	32	UE
0612050	CON	MORNINGSIDE DRIVE	DERRY	80	32	UE
1392200	CON	ROLLING MEADOWS CONDOS I	LONDONDERRY	80	32	UE
1392050	CON	BOUMIL GROVE CONDOS	LONDONDERRY	75	30	UE
0612220	SFR	AUTUMN WOODS	DERRY	73	29	UE
0702020	SFR	BRANDYWINE	EAST KINGSTON	72	29	UE
1932120	CON	CROSS RIDGE ESTATES	PLAISTOW	73	29	UE
0762050	CON	GOVERNORS GREEN	EPPING	53	28	UE
0803040	MHP	BEECH TREE COOPERATIVE	EXETER	70	28	UE
1932040	CON	FOREST GLEN CONDOS	PLAISTOW	70	28	UE

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2232080	CON	PHEASANT RUN CONDOS	STRATHAM	70	28	UE
0612040	SFR	BARKLAND ACRES	DERRY	80	27	UE
1272060	SFR	VILLAGE AT GRANITE FIELDS	KINGSTON	39	27	UE
1972080	SRH	BLACKSTONE RESERVE	RAYMOND	40	27	UE
2232210	SRH	STONEARCH CONDO ASSN/KIRKWALL	STRATHAM	52	27	UE
0362010	APT	HILLCREST MANOR APTS	CANDIA	65	25	UE
1932230	SFR	LITTLE RIVER VILLAGE	PLAISTOW	63	25	UE
0613030	MHP	RUNNING BROOK	DERRY	47	24	UE
1032070	CON	COACH RUN CONDOS	HAMPSTEAD	60	24	UE
1042010	SRH	MEADOWS AT GRAPEVINE RUN	HAMPTON FALLS	36	24	UE
1932080	SFR	STONEBRIDGE VILLAGE	PLAISTOW	60	24	UE
1932180	SFR	TUXBURY MEADOWS	PLAISTOW	75	24	UE
1932210	CON	WEST PINE CONDOS	PLAISTOW	60	24	UE
2542130	SRH	MCAULEY COMMONS	WINDHAM	25	24	UE
0612240	SFR	WILLOW BEND	DERRY	57	23	UE
1793010	MHP	TOWER VIEW	NORTHWOOD	55	23	UE
2052060	SFR	MILLVILLE CIRCLE/NORTH	SALEM	57	23	UE
2053030	MHP	SHADOW LAKE MOBILE HOME PARK	SALEM	58	23	UE
2232130	SFR	MUIRFIELD CLUSTER	STRATHAM	69	23	UE
2232150	MHP	ABERDEEN/WEST	STRATHAM	46	23	UE
0802030	SFR	LOUISBURG CIRCLE	EXETER	55	22	UE
1053010	MHP	FOUR SEASONS MOBILE HOME PARK	HAMPTON	55	22	UE
1932110	CON	BRYANT BROOK	PLAISTOW	55	22	UE
2232140	SFR	JEWETT HILL	STRATHAM	55	22	UE
1272020	SFR	ANNS LANDING	KINGSTON	63	21	UE
0594030	SRH	SHERBURN WOODS	DEERFIELD	25	20	UE
0612210	SFR	OLD COACH VILLAGE	DERRY	50	20	UE
0763010	MHP	EVANS TRAILER PARK	EPPING	50	20	UE
0802020	SFR	EXETER HIGHLANDS	EXETER	50	20	UE
1032090	APT	GLENWOOD NORTH	HAMPSTEAD	50	20	UE
1392220	CON	ROLLING MEADOWS CONDOS III	LONDONDERRY	50	20	UE
1932100	CON	STRAWBERRY HILL	PLAISTOW	50	20	UE
2052010	SFR	MILLVILLE CIRCLE/SOUTH	SALEM	48	20	UE
1802020	SFR	CAMELOT COURT	NOTTINGHAM	45	19	UE
1272050	SFR	COOPERS GROVE	KINGSTON	42	18	UE
0284010	LCW	ROCKINGHAM COUNTY COMPLEX	BRENTWOOD	1387	17	UE
0702010	MHP	BARTON MHP	EAST KINGSTON	25	17	UE
1732020	CON	WADE FARM CONDOS	NEWMARKET	40	16	UE
2082030	CON	REEDS CROSSING	SANDOWN	40	16	UE
1392230	CON	ROLLING MEADOWS CONDOS IV	LONDONDERRY	42	15	UE
1392300	CON	SOUTHVIEW CONDOS	LONDONDERRY	30	15	UE
1932170	SFR	RAINBOW RIDGE	PLAISTOW	38	15	UE
1972050	SFR	PAWTUCKAWAY FARMS	RAYMOND	38	15	UE
2232090	SFR	STRATHAM WOODS	STRATHAM	38	15	UE
0594010	APT	CORNERSTONE PLACE	DEERFIELD	27	14	UE

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1932220	APT	SHADY LANE APARTMENTS	PLAISTOW	35	14	UE
2232170	SFR	LAMINGTON HILL	STRATHAM	35	14	UE
1932150	APT	BLUEBERRY KNOLL ESTATES	PLAISTOW	32	13	UE
2542190	SFR	CAMELOT III	WINDHAM	33	13	UE
1392320	APT	BITIM APARTMENTS	LONDONDERRY	28	12	UE
1932140	CON	RUTLEDGE PLACE	PLAISTOW	30	12	UE
0112090	SFR	DEARBORN RIDGE	ATKINSON	25	11	UE
0802010	SFR	PICKPOCKET WOODS	EXETER	26	10	UE
2087010	CON	THE DOX CONDOS	SANDOWN	25	10	UE
0594020	HOM	INN AT DEERFIELD	DEERFIELD	62	1	UE
0874020	HOM	COLONIAL POPLIN NURSING HOME	FREMONT	88	1	UE
1792050	SRH	THE MEADOW AT NORTHWOOD	NORTHWOOD	31	1	UE
2082120	SRH	FOX DEN RETIREMENT COMM	SANDOWN	43	1	UE
2544010	HOM	WARDE REHABILITATION/NURSING	WINDHAM	155	1	UE
2544020	HOM	WINDHAM TERRACE	WINDHAM	110	1	UE
0081010	MCW	ANDOVER VILLAGE DIST	ANDOVER	650	120	UE
0091010	LCW	ANTRIM SEWER AND WATER DEPT	ANTRIM	920	368	UE
0201010	LCW	BELMONT WATER DEPT (and 0201020)	BELMONT	1762	695	UE
0211010	LCW	BENNINGTON WATER DEPT	BENNINGTON	775	215	UE
0251010	MCW	PENACOOK BOSCAWEN WATER PCT	BOSCAWEN	3800	1180	UE
0301010	MCW	BRISTOL WATER WORKS	BRISTOL	3400	1360	UE
0341010	LCW	CAMPTON VILLAGE PCT	CAMPTON	595	238	UE
0511010	MCW	CONWAY VILLAGE FIRE DIST	CONWAY	2665	930	UE
0691010	MCW	UNH/DURHAM WATER SYS	DURHAM	16000	1250	UE
0761010	LCW	EPPING WATER AND SEWER DEPT	EPPING	1600	900	UE
0771010	LCW	EPSOM VILLAGE DIST	EPSOM	800	320	UE
0911010	MCW	GOFFSTOWN VILLAGE PCT	GOFFSTOWN	3000	1100	UE
0911020	MCW	GRASMERE WATER PCT/MAIN (and 0911030)	GOFFSTOWN	1125	552	UE
0911030		GRASMERE WATER PCT	GOFFSTOWN			UE
0991010	MCW	GREENVILLE WATER DEPT	GREENVILLE	1100	440	UE
1721010	MCW	NEW LONDON SPRINGFIELD WATER	NEW LONDON	2750	1100	UE
1841010	MCW	OSSIPEE WATER DEPT	OSSIPEE	850	336	UE
1931010		PLAISTOW WATER DEPT	PLAISTOW			UE
2221010	MCW	NORTH STRATFORD WATER DEPT	STRATFORD	300	109	UE
2271010	MCW	SUNAPEE WATER WORKS	SUNAPEE	1680	507	UE
2271020	MCW	GEORGES MILLS WATER WORKS	SUNAPEE	590	216	UE
2401010	LCW	WALPOLE WATER DEPT	WALPOLE	985	400	UE
2411010	LCW	WARNER VILLAGE WATER DIST	WARNER	600	256	UE