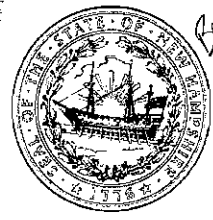




The State of New Hampshire
Department of Environmental Services

Thomas S. Burack, Commissioner

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



December 12, 2012

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

Retroactive

REQUESTED ACTION

Authorize the Department of Environmental Services (DES) to **RETROACTIVELY** amend **contract** #1013721 with Underwood Engineers, Inc. (Underwood), Portsmouth, NH, (VC #155587), to provide construction services related to a water main extension in Raymond, NH by (1) extending the completion date to September 30, 2013 from December 31, 2012, and (2) modifying the scope of services to include the preparation of a Remedial Action Completion Report with no increase in contract cost, effective upon Governor and Council approval. Funding is 90% Federal and 10% Capital (General) Funds.

EXPLANATION

The purpose of this contract amendment is to provide a time extension and scope of services modification, with no increase in contract cost, for professional engineering services related to the construction completion of the Town of Raymond water main extension which has provided potable water to 25 residences in an area near the Mottolo Superfund Site (Site) where groundwater was compromised by Site-related contamination. The scope of services modification incorporates the preparation of a Remedial Action Completion Report. This amendment is retroactive because of time delays associated with an EPA request, in early December 2012, to add a Remedial Action Completion Report to the scope of services. The original contract was approved by G&C on January 19, 2011 item #54. An amendment increasing the contract amount and extending the contract end date was approved by G&C on May 25, 2011, Item 50.

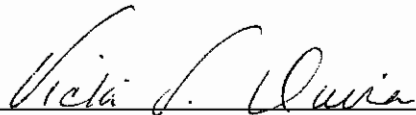
The Site is approximately three miles south of Raymond's town center and is surrounded by rural residential property in various stages of development. From 1975 to 1979, over 1,600 containers of chemical manufacturing waste from two companies were disposed in a quarter-acre pit. In August 2008, EPA completed a Five Year Review of the site conditions and concluded that the remedy was no longer protective of human health and the environment because of persistent and increasing concentrations of contaminants in the groundwater. Residential development around the site continues to expand resulting in the increased likelihood of human exposure to site-related contaminants. Subsequent investigations culminated in EPA signing an Amended Record of Decision on September 22, 2010 to extend a water main extension to affected homes. Construction of the water main extension began in November 2011, attaining

substantial completion in August 2012. The conclusion of the 1-year warranty period (August 2013) will bring to a close construction-related oversight.

The original selection of Underwood was conducted in accordance with Federal procurement requirements.

This amendment has been approved by the Office of the Attorney General as to form, content and execution.

We respectfully request your approval.


for Thomas S. Burack
Commissioner

AMENDMENT #2

This Agreement (hereinafter called "Amendment 2") by and between the State of New Hampshire acting by and through its Department of Environmental Services (hereinafter referred to as the "State"), and Underwood Engineers, Inc., at 25 Vaughan Mall, Portsmouth, New Hampshire 03801 (hereinafter called the "Engineer").

WHEREAS, pursuant to an agreement (hereinafter called the "Contract") dated December 23, 2010, approved by the Governor & Council on January 19, 2011, amended on May 25, 2011, the Engineer agreed to perform certain services upon the terms and conditions specified in the Contract and in consideration of payment by the State of certain sums specified therein; and

WHEREAS, pursuant to the provisions of paragraph 18 of the Contract, the Contract may be amended, waived or discharged only by written instrument executed by the parties thereto; and

WHEREAS the Contractor and the State have agreed to amend the Contract in certain respects to accomplish the work required for completion of a Remedial Action Report related to a water line extension;

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Contract and set forth herein, the parties hereto do hereby agree as follows:

1.) Amendment and Modification of Contract:

The Contract is hereby amended as follows:

A. The Completion Date as set forth in Amendment 1, sub-paragraph 1(A) shall be changed from December 31, 2012 to September 30, 2013.

B. The Plan of Work as set forth in sub-paragraph 1(C) of Amendment 1 shall be modified by the addition of the attached proposal dated December 6, 2012, "Remedial Action Report (for the) Mottolo Water Main Extension, Raymond, New Hampshire."

2.) Effective Date of Amendment:

This Amendment shall be RETROACTIVE and take effect upon the date of approval by the Governor and Executive Council of the State of New Hampshire.

3.) Continuance of Agreement:

Except as specifically amended and modified by the terms and conditions of this Amendment, the Contract, and the obligations of the parties there under, shall remain in full force and effect with the terms and conditions set forth therein.

IN WITNESS WHEREOF,

THE STATE OF NEW HAMPSHIRE
Department of Environmental Services

BY: Susan A. Carlson

DATE: 12/17/12

Susan A. Carlson, Chief Operations Officer

Underwood Engineers, Inc.

BY: Keith A. Pratt

DATE: 12/11/12

Keith A. Pratt, President
W. Steven Clifton, Vice President

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

On this 11th day of December, 2012, before the undersigned officer, personally appeared Keith A. Pratt, and acknowledges him/herself to be the President of Underwood Engineers, Inc., who executed the foregoing instrument for the purposes therein contained.

IN WITNESS THEREOF, I hereunto set my hand and official seal.

Barbara D. Mock
Notary Public

Barbara D. Mock
Name and Title of Notary Public

BARBARA D. MOCK, Notary Public
My Commission Expires December 18, 2013

Approved by the ATTORNEY GENERAL this 18 day of Dec, 2012.

Evan Mulholland
Evan Mulholland, Assistant Attorney General

Approved by GOVERNOR AND COUNCIL this ____ day of _____, _____.

1655.90

December 6, 2012

Mr. Andrew Hoffman, P.E.
NHDES, Waste Management Division
29 Hazen Drive, P.O. Box 95
Concord, NH 03301-0095

**Re: Remedial Action Report
Mottolo Water Main Extension
Raymond, New Hampshire**

Dear Mr. Hoffman:

The following is our proposal for preparing a Remedial Action Report for the areas where the new water mains were installed as part of our project:

Scope of Work

Based on our discussion, we propose to complete the following work:

- Attend a Kick-off Meeting with NHDES to discuss report items and data needs
- Review existing available documents for inclusion of project background information into the report
- Prepare a Remedial Action (RA) Report. This report will be limited to the areas where the new water mains were installed and will include the following sections:
 - Background: Information regarding background of the Mottolo hazardous waste site will be gathered from past documents prepared by others
 - Construction Activities: A description of project construction
 - Chronology of Events: A tabular or bulleted summary of construction activities starting with the Record of Decision (ROD) through Final Completion of the water main project
 - Performance Standards and Construction Quality Control: A discussion of quality control measures taken in the field
 - Final Inspection and Certifications: A discussion of the substantial completion walkthrough inspection and punchlist

- Operation and Maintenance Activities:
- Contact Information
- Appendices: Record drawings (11x17)
- Provide the NHDES and the EPA with 1 copy each of a Draft Report
- Meet with the NHDES and EPA to discuss the Draft Report and comments
- Provide the NHDES and EPA with 4 copies of the Final Report

Fee

The work of this proposal will be conducted using unexpended Resident Engineering funds. There will be no increase in fee for the work included herein.

Schedule

Our proposed schedule to complete the project is as follows:

- | | |
|---|------------------------------------|
| ● Kickoff Meeting | Within 15 days of Contract signing |
| ● Submit Draft Report | Within 60 days of Contract signing |
| ● Meeting with NHDES to review Draft Report | Within 70 days of Contract signing |
| ● Submit Final Report | Within 90 days of Contract signing |

The following will be provided by the Owner:

- Past documents prepared by others
- Information regarding Institutional Controls

The following is not included in our proposal:

- Preparation of a Groundwater Monitoring Plan
- Implementation of Institutional Controls
- Preparation of a Closeout Report
- Completion of a Remedial Action Report or other work related to the Mottolo Pig Farm site

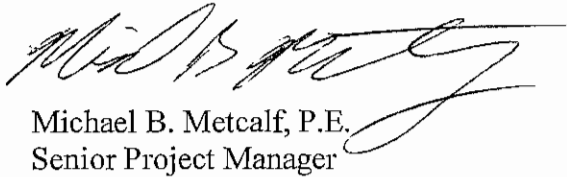


Page 3 of 3
Mr. Andrew Hoffman
December 6, 2012

Please call if you have any questions.

Very truly yours,

UNDERWOOD ENGINEERS, INC.



Michael B. Metcalf, P.E.
Senior Project Manager

PJP/mbm

cc: Peter Pitsas, P.E. – Underwood Engineers
Allison Rees, P.E. – Underwood Engineers



Certificate of Authority

At a meeting of the ~~Partners~~/Directors of **Underwood Engineers, Inc.**, held on **May 11, 2012**, at which all the ~~Partners~~/Directors were present, except n/a, it was

VOTES: That all contracts may be signed by either of the following combinations:

Keith A. Pratt, President and W. Steven Clifton, Vice President

A true copy

Attest: Colleen A. Morrow
Colleen A. Morrow, Secretary/Treasurer

Place of Business: **25 Vaughan Mall, Unit 1, Portsmouth, NH 03801-4012**

Date of this Contract: 12/11/2012

I hereby certify that I, **Colleen A. Morrow**, am the **Secretary/Treasurer** of **Underwood Engineers, Inc.**, that **Keith A. Pratt** is the duly elected **President**, **W. Steven Clifton** is duly elected **Vice President**, and that the above vote has not been amended or rescinded and remains in full force and effect as of this date.

Colleen A. Morrow
Colleen A. Morrow, Secretary/Treasurer

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Underwood Engineers, Inc. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on June 18, 1982. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 12th day of December, A.D. 2012

A handwritten signature in black ink, appearing to read "Wm Gardner", written in a cursive style.

William M. Gardner
Secretary of State

**JOINT BOARD OF LICENSURE AND CERTIFICATION
STATE OF NEW HAMPSHIRE**

57 Regional Drive

Concord, N.H. 03301-8518

Telephone 603-271-2219 • Fax 603-271-6990

Professional Engineers

Architects

Land Surveyors

Professional Geologists

Foresters

Real Estate Appraisers

Manufactured Housing Installers

Louise Lavertu • Executive Director



Natural Scientists

Landscape Architects

Court Reporters

Home Inspectors

Accountancy

Manufactured Housing Parks

September 11, 2012

UNDERWOOD ENGINEERS INC
25 VAUGHAN MALL
PORTSMOUTH NH 03801

CERTIFICATE

This is to certify that the above named **business organization** is authorized to practice Engineering in the State of New Hampshire under the provisions of RSA 310-A:20.

This Authorization shall expire on **December 31, 2013** unless renewed by application prior to that date.

This Authorization is issued by the Board of Professional Engineers on the basis of information in the application filed with the Board.

Board of Professional Engineers

Certificate # 00361



CERTIFICATE OF LIABILITY INSURANCE

OP ID: MJ

DATE (MM/DD/YYYY)

09/19/12

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

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

PRODUCER ACEC/MARSH 701 Market St., Ste. 1100 St. Louis, MO 63101 Susan Boss		800-338-1391 888-621-3173	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: UNDER-1	FAX (A/C, No):	
INSURED Underwood Engineers, Inc. 25 Vaughan Mall Portsmouth, NH 03801		INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:			NAIC # 22357

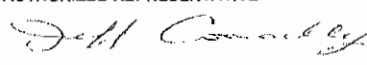
COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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 INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ GENERAL LIABILITY			84SBWCG4213	11/01/12	11/01/13	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person) \$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	☐ POLICY ☒ PROJECT ☐ LOC						GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY			84UEGNP2938	11/01/12	11/01/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	☐ SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	☐ HIRED AUTOS						\$
	☐ NON-OWNED AUTOS						\$
A	☒ UMBRELLA LIAB ☒ OCCUR			84SBWCG4213	11/01/12	11/01/13	EACH OCCURRENCE \$ 5,000,000
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$ 5,000,000
	☒ DEDUCTIBLE						\$
	RETENTION \$ 10,000						\$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			84WBGBC4865	11/01/12	11/01/13	☒ WC STATUTORY LIMITS ☐ OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y ☐ N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

STATENH STATE OF NEW HAMPSHIRE DEPT. OF ENVIRONMENTAL SVCS. P.O. BOX 95 CONCORD, NH 03301	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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CERTIFICATE OF LIABILITY INSURANCE

OP ID: GD

DATE (MM/DD/YYYY)

12/11/2012

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

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

PRODUCER Poole Professional Ltd. 107 Audubon Rd. #2, Ste. 305 Wakefield, MA 01880 Christopher A. Poole		Phone: 781-245-5400 Fax: 781-245-5463	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: UNDER-1	FAX (A/C, No):
INSURED Underwood Engineers, Inc. 25 Vaughan Mall, Unit 1 Portsmouth, NH 03801-4012	INSURER(S) AFFORDING COVERAGE			NAIC #
	INSURER A : XL Specialty Insurance Company			37885
	INSURER B :			
	INSURER C :			
	INSURER D :			
	INSURER E :			
INSURER F :				

COVERAGES**CERTIFICATE NUMBER:****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 INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY					EACH OCCURRENCE	\$
	☐ COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
	☐ CLAIMS-MADE ☐ OCCUR					MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$
						GENERAL AGGREGATE	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG	\$
	☐ POLICY ☐ PRO-JECT ☐ LOC						\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	\$
	☐ ANY AUTO					BODILY INJURY (Per person)	\$
	☐ ALL OWNED AUTOS					BODILY INJURY (Per accident)	\$
	☐ SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident)	\$
	☐ HIRED AUTOS						\$
	☐ NON-OWNED AUTOS						\$
	UMBRELLA LIAB ☐ OCCUR					EACH OCCURRENCE	\$
	EXCESS LIAB ☐ CLAIMS-MADE					AGGREGATE	\$
	DEDUCTIBLE						\$
	RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					☐ WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y ☐ N				E L EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E L DISEASE - EA EMPLOYEE	\$
						E L DISEASE - POLICY LIMIT	\$
A	Arch/Engrs.		DPR9701912	06/01/2012	06/01/2013	Per Claim	1,000,000
	Prof. Liability					Aggregate	2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
For Professional Liability coverage the aggregate limit is the total insurance available for all covered claims presented within the policy period. The limit will be reduced by payments of indemnity and expense.

CERTIFICATE HOLDER**CANCELLATION**

NHDES-2

State of New Hampshire Dept of
of Environmental Services
29 Hazen Drive
P. O. Box 95
Concord, NH 03301

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

Thomas S. Burack, Commissioner



May 3, 2011

APPROVED G & C

His Excellency, Governor John H. Lynch
And the Executive Council
State House
Concord, New Hampshire 03301

DATE 5/25/11
ITEM # 50

REQUESTED ACTION

Authorize the Department of Environmental Services (Department) to enter into a **SOLE SOURCE** amendment to contract #1013721 with Underwood Engineers, Inc. (Underwood), Portsmouth, NH, (vc #155587), by increasing the contract value by \$327,900 (from \$161,100 to \$489,000) and extending the completion date from September 30, 2011 to December 31, 2012, for construction-phase services related to a water main extension in Raymond, NH. The original contract was approved on January 19, 2011 item #54. Funding is 90% Federal and 10% Capital (General) Funds.

Funding is available in the accounts as follows:

03-44-44-444010-2590-0102-500731	<u>FY 11</u> \$295,110
Dept. Environmental Services, CERCLA Programs, Contracts for Program Services	
03-44-44-444030-0522-0034-500157	\$ 32,790
Dept. Environmental Services, '07 264:1-VII-HW Superfund Match, Capital Projects	

EXPLANATION

This request is considered to be **sole source** as the design engineer, Underwood, is thoroughly familiar with the project and uniquely qualified to provide construction-phase services, as is typical practice for such projects; in addition, the contract amendment amount is greater than 10% of the original contract amount. Underwood has been the State's lead engineer for the design work associated with an estimated \$2.7M water main extension in the Town of Raymond which is urgently needed to provide a long-term drinking water supply for 25 residences where groundwater has been impacted by contamination from the Mottolo Superfund Site. Utilizing another engineer at this time would require familiarization with the design work accomplished over the past year and would add unnecessary delay and expense.

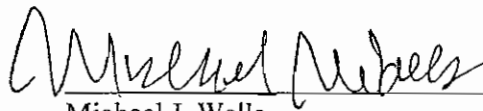
The original contract, approved by G&C in January 2011, provided funds for the design of the water main extension, which is nearing completion and will be bid this summer. The purpose of this contract is to provide funding for professional services related to the construction-phase engineering for the Town of Raymond water main extension. This work will include bidding services, contract award services, construction administration and a full time resident engineer during construction. In addition, preparation of record drawings and an operation and maintenance manual will be provided. Bidding and contract award services are near-term critical components of the project that will enable construction to begin in summer 2011, following Governor and Council contract approval.

The Site is approximately three miles south of Raymond's town center and is surrounded by rural residential property in various stages of development. From 1975 to 1979, over 1,600 drums and pails of chemical manufacturing wastes from two companies were disposed in a quarter-acre pit. In August 2008, EPA completed a Five Year Review of the site conditions and concluded that the remedy was no longer protective of human health and the environment because of the persistence and increases in the concentration of some contaminants in the groundwater at several monitoring wells. Residential development around the site continues to expand resulting in the increased likelihood of human exposure to site-related contaminants. Subsequent investigations culminated in EPA signing an Amended Record of Decision on September 22, 2010 to extend a water main to affected homes.

The original selection of Underwood was conducted in accordance with federal and state procurement requirements. The Department has determined through its review of Underwood's scope of work and level of effort that Underwood's costs of services reflect fair market value.

This contract has been approved by the Office of the Attorney General as to form, content and execution.

We respectfully request your approval.

A handwritten signature in black ink, appearing to read "Michael J. Walls", is written over a horizontal line.

Michael J. Walls
Assistant Commissioner

DES copy
(original sec.
of State Cont.)

AMENDMENT #1

This Agreement (hereinafter called "Amendment 1") by and between the State of New Hampshire acting by and through its Department of Environmental Services (referred to as the "State"), and Underwood Engineers, Inc., at 25 Vassal Lane, Portsmouth, New Hampshire 03801 (hereinafter called the "Engineer").

WHEREAS, pursuant to an agreement (hereinafter called the "Contract") dated December 23, 2010, approved by the Governor & Council on January 19, 2011, the Engineer agreed to perform certain services upon the terms and conditions specified in the Contract and in consideration of payment by the State of certain sums specified therein; and

WHEREAS, pursuant to the provisions of paragraph 18 of the Contract, the Contract may be amended, waived or discharged only by written instrument executed by the parties thereto; and

WHEREAS the Contractor and the State have agreed to amend the Contract in certain respects to accomplish the work required for construction services related to a water line extension;

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Contract and set forth herein, the parties hereto do hereby agree as follows:

1.) Amendment and Modification of Contract:

The Contract is hereby amended as follows:

A. Item 1.7 Completion Date shall be changed from September 30, 2011 to December 31, 2012.

B. Increase Item 1.8 Price Limitation of the Agreement by \$327,900 from \$161,100 to a total Contract amount of \$489,000.

C. Exhibit A Plan of Work is modified by the addition of the attached March 17, 2011 "Plan of Work, Water System Improvements, Construction Phase, Mottolo Water Main Extension."

D. Exhibit B Estimated Budget and Payment Terms is modified by the addition of the attached March 17, 2011 "Estimated Budget and Payment Terms – Construction Phase."

2.) Effective Date of Amendment:

This Amendment shall take effect upon the date of approval by the Governor and Executive Council of the State of New Hampshire.

3.) Continuance of Agreement:

Except as specifically amended and modified by the terms and conditions of this Amendment, the Contract, and the obligations of the parties there under, shall remain in full force and effect with the terms and conditions set forth therein.

IN WITNESS WHEREOF,

THE STATE OF NEW HAMPSHIRE
Department of Environmental Services

BY: Michael J. Walls

DATE: 5/4/11

Michael J. Walls, Assistant Commissioner

Underwood Engineers, Inc.
BY: Keith A. Pratt / Frank G. Underwood

DATE: 4/28/2011

Keith A. Pratt, Vice President
Frank Underwood, President

STATE OF NEW HAMPSHIRE
COUNTY OF ROCKINGHAM

On this 28th day of April, 2011, before the undersigned officer, personally appeared Keith A. Pratt / Frank G. Underwood and acknowledges him/herself to be the Vice President / President of Underwood Engineers, Inc., who executed the foregoing instrument for the purposes therein contained.

IN WITNESS THEREOF, I hereunto set my hand and official seal.

Barbara D. Mock
Notary Public

BARBARA D. MOCK, Notary Public
My Commission Expires December 18, 2013

Name and Title of Notary Public

Approved by the ATTORNEY GENERAL this 5th day of May, 2011.

E. Mulholland
Evan Mulholland, Assistant Attorney General

Approved by GOVERNOR AND COUNCIL this ____ day of _____, _____.

EXHIBIT "A"

PLAN OF WORK *Water System Improvements*

CONSTRUCTION PHASE

Mottolo Water Main Extension
Raymond, New Hampshire
March 17, 2011

Project Understanding

Underwood Engineers, Inc. (UEI) will provide professional engineering services relating to the construction phase engineering for the Mottolo Water Main Extension in Raymond, NH. The proposed Scope of Work is based on the preliminary construction drawings and specifications prepared by UEI in March 2011.

Scope of Work

[Note: Tasks 1, 2, 3, and 4 were included in the Design Phase contract for this project]

Task 5: Construction Administration Services

The following services will be provided assuming one construction contract.

Bidding Services:

- Notify construction advertising agencies.
- Publish bid advertisement in newspaper.
- Distribute sets of Contract Documents to prospective bidders.
- Conduct pre-bid meeting and respond to prospective bidder inquiries.
- Prepare addendums, if necessary.
- Attend the bid opening and prepare bid tabulations of all bidders.
- Review bids for errors, accuracy and completeness; check bidder references and qualifications.
- Provide recommendation regarding Contract Award.
- Submit documentation to NHDES for review and approval.

Contract Award Services:

- Prepare Notice of Award, Contract Agreement (6 copies) and Notice to Proceed for execution by EPA, NHDES, the Town of Raymond, and Contractor
- Attend one (1) Pre-Construction meeting with Contractor, EPA, NHDES, NHDOT and Town representatives in attendance and prepare meeting summary.

Construction Phase Services:

- Review shop drawings, Contractor submittals, and prepare comments and/or approvals.
- Review and process monthly pay requisitions from Contractor (10 applications assumed).
- Prepare Change Order and clarification documentation during construction.
- Attend progress meetings with the Contractor, EPA, NHDES, Town of Raymond, and NHDOT as applicable in attendance regarding construction related issues.
 - A total of 10 progress meetings are budgeted, which are planned on a weekly to monthly basis as needed.
- Perform general contract administration including coordination with EPA, NHDES, Town of Raymond, NHDOT and Resident Project Representative (RPR).
- Perform periodic site visit to check progress of work.
- Perform one (1) Substantial Completion and one (1) Final Completion inspection with the Contractor, EPA, NHDES, and Town representatives.
- Complete punch list as necessary with appropriate retainage. Coordinate completion of punch list items and release of punch list retainage.

Task 6 - Resident Project Representative

- Perform full-time observation during construction using a Resident Project Representative approved by funding partners.
 - Resident Project Representative: A total of 1,990 hours are budgeted based on the estimated completion times for construction.
- The Resident Project Representative's duties will include:
 - Monitor work for conformance with specifications.
 - Monitor and document construction chronology and daily estimates of contract unit items.
 - Preparation of daily field progress reports.
 - Obtain and field verify record drawing information.
 - Help coordinate work with homeowners.
- Note: The amount of resident observation time will be monitored as the work progresses. Depending on the contractor's performance and schedule, additional time may be necessary.

Task 7 – Start Up

- Not used

Task 8 – Operation & Maintenance Manual

- Not used

Task 9 - Record Drawings/Information

- Prepare record drawings and tie sheets showing delineation of new structures, new utilities, and known pre-existing utilities based on field measurements by the Contractor and the Resident Engineer. Six (6) sets of record drawings will be provided (three for EPA, two for Town, one for NHDES).
- Provide Operation and Maintenance (O&M) information for the water system improvements which shall consist of manufacturers' equipment O&M manuals (anticipated for meters, backflow preventers, etc.) and materials and submittals and shop drawings. Three (3) final copies of O&M information will be provided to the Owner.
- Provide tie sheets for house services.

EXHIBIT "B"
Estimated Budget and Payment Terms – Construction Phase
Water Line Extension, Raymond, NH

SUMMARY OF FEES
Underwood Engineers, Inc.

Professional Engineering Services

Raymond Water Line Extension - Construction
Raymond, NH
N2215/1655

17-Mar-11

<i>Task</i>	<i>Subtask</i>	<i>Extended Total</i>
<i>Task 5 - Construction Administration</i>		\$106,400
<i>Task 6 - Resident Engineering</i>		\$203,000
<i>Task 7 - Start Up</i>		
<i>Task 8 - O&M Manual</i>		
<i>Task 9 - Record Drawings</i>		\$18,500
<i>Task 10 - Other</i>		
TOTAL		\$327,900

COST OR PRICE SUMMARY FORMAT FOR SUBAGREEMENTS UNDER NH SAG & SRF				Form Approved DES 11/00
PART I - GENERAL				
1. GRANTEE / LOANEE			2. GRANT/LOAN NO.	
3. NAME OF CONTRACTOR OR SUBCONTRACTOR Underwood Engineers, Inc.			4. DATE OF PROPOSAL	
5. ADDRESS OF CONTRACTOR OR SUBCONTRACTOR (Include ZIP) 25 Vaughan Mall, Portsmouth, New Hampshire 03801-4012			6. TYPE OF SERVICE TO BE FURNISHED	
PART II - COST SUMMARY				
7. DIRECT LABOR (Specify labor categories)	HOURS	HOURLY RATE	ESTIMATED COST	TOTALS
Principal	84	\$50.00	\$4,200.00	
Sr. Project Manager	0	\$45.00	\$0.00	
Project Manager	252	\$45.00	\$11,340.00	
Sr. Project Engineer	0	\$40.00	\$0.00	
Project Engineer	452	\$30.00	\$13,560.00	
Project Engineer (II)	0	\$0.00	\$0.00	
Sr. Resident Engineer	2060	\$30.00	\$61,800.00	
Resident Engineer	0	\$25.00	\$0.00	
Technician	92	\$25.00	\$2,300.00	
Clerical	177	\$19.00	\$3,363.00	
DIRECT LABOR TOTAL:				\$96,563.00
8. INDIRECT COSTS (Specify indirect cost pools)	RATE	x BASE =	ESTIMATED COST	
	1.76	\$96,563.00	\$169,950.88	
INDIRECT COST TOTAL:			\$169,950.88	
9. OTHER DIRECT COSTS				
a. TRAVEL			ESTIMATED COST	
(1) TRANSPORTATION (\$0.365 per mile)			\$0.00	
(2) PER DIEM			\$11,500.00	
TRAVEL COSTS TOTAL:			\$11,500.00	
b. EQUIPMENT, MATERIALS, SUPPLIES (Specify categories)			ESTIMATED COST	
Mileage	QTY	COST	\$550.00	
phone and fax			\$284.00	
copies	27000	\$0.10	\$2,700.00	
prints	800	\$1.50	\$1,200.00	
postage	100	\$1.00	\$100.00	
Misc	1	\$564.00	\$564.00	
			\$0.00	
EQUIPMENT SUBTOTAL:			\$5,398.00	
c. SUBCONTRACTS			ESTIMATED COST	
Materials Testing (Allowance)			\$2,000.00	
SUBCONTRACTS SUBTOTAL:			\$2,000.00	
d. OTHER (Specify categories)			ESTIMATED COST	
			\$0.00	
			\$0.00	
OTHER SUBTOTAL:			\$0.00	
e. OTHER DIRECT COSTS TOTAL:			\$18,898.00	
10. TOTAL ESTIMATED COST				\$285,411.88
11. PROFIT				\$42,488.12
12. TOTAL PRICE				\$327,900.00

[illegible]

PART IV - DIRECT LABOR BY CATEGORY

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

[illegible]

comments:

UNDERWOOD ENGINEERS, INC.
Portsmouth & Concord, New Hampshire
STANDARD BILLING RATES
Effective through December 31, 2011

Labor Rates:

Principal-in-Charge	\$160 to	\$200 per hour
Senior Project Manager	\$150 to	\$180 per hour
Project Manager	\$100 to	\$150 per hour
Senior Project Engineer	\$100 to	\$130 per hour
Project Engineer	\$70 to	\$110 per hour
Senior Resident Engineer	\$75 to	\$105 per hour
Resident Engineer	\$50 to	\$80 per hour
Technician	\$50 to	\$80 per hour
Clerical	\$50 to	\$65 per hour

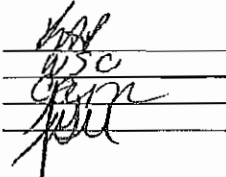
Reimbursables

Mileage	IRS Reimbursable Rate
Prints	\$1.50 each
Copies	\$0.10 each
Telephone	\$1.85 per call
Fax	\$1.00 per call
Field Supplies	At Cost
Postage	At Cost
Food & Lodging	At Cost
Subcontractors	At Cost

Approved by Board of Directors:

Date: 3/23/11

KAP
WSC
CAM
FGU

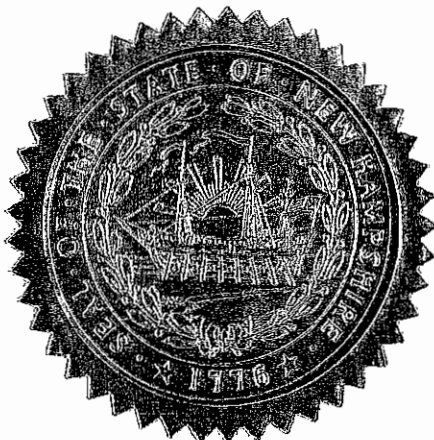


State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Underwood Engineers, Inc. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on June 18, 1982. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 27th day of April, A.D. 2011

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

JOINT BOARD OF LICENSURE AND CERTIFICATION
STATE OF NEW HAMPSHIRE

57 Regional Drive
Concord, N.H. 03301-8518

LOUISE LAVERTU
EXECUTIVE DIRECTOR

Telephone 603-271-2219
Fax 271-7928 • 271-6990

PROFESSIONAL ENGINEERS
ARCHITECTS
LAND SURVEYORS
FORESTERS
PROFESSIONAL GEOLOGISTS
NATURAL SCIENTISTS
LANDSCAPE ARCHITECTS
COURT REPORTERS
HOME INSPECTORS



Friday, September 03, 2010

UNDERWOOD ENGRS INC
25 VAUGHAN MALL
PORTSMOUTH NH 03801-4012

CERTIFICATE

This is to certify that the above named **business organization** is authorized to practice engineering in the State of New Hampshire under the provisions of RSA 310-A:20.

This Authorization shall expire on **December 31, 2011** unless renewed by application prior to that date.

This Authorization is issued by the Board of Professional Engineers on the basis of information in the application filed with the Board.

Board of Professional Engineers

Certificate # 00361

Certificate of Authority

At a meeting of the ~~Partners~~/Directors of Underwood Engineers, Inc., held on May 7, 2010, at which all the ~~Partners~~/Directors were present, except n/a, it was

VOTES: That all contracts may be signed by either of the following combinations:

1. Frank G. Underwood, President and W. Steven Clifton, Vice President, or

2. Frank G. Underwood, President and Keith A. Pratt, Vice President

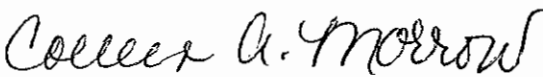
A true copy


Attest: Colleen A. Morrow, Secretary/Treasurer

Place of Business: 25 Vaughan Mall, Unit 1, Portsmouth, NH 03801-4012

Date of this Contract: 4/28/2011

I hereby certify that I, Colleen A. Morrow, am the Secretary/Treasurer of Underwood Engineers, Inc., that Frank G. Underwood is the duly elected President, W. Steven Clifton and Keith A. Pratt are duly elected Vice Presidents, and that the above vote has not been amended or rescinded and remains in full force and effect as of this date.



Colleen A. Morrow, Secretary/Treasurer



CERTIFICATE OF LIABILITY INSURANCE

OP ID AD

DATE (MM/DD/YYYY)

11/24/10

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

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

PRODUCER Poole Professional Ltd. 107 Audubon Rd. #2, Ste. 305 Wakefield MA 01880 Phone: 781-245-5400 Fax: 781-245-5463	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED Underwood Engineers, Inc. 25 Vaughan Mall, Unit 1 Portsmouth NH 03801-4012	E-MAIL ADDRESS:	
	PRODUCER CUSTOMER ID #: UNDER-1	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: XL Specialty Insurance Company	
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		
NAIC #		
37885		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

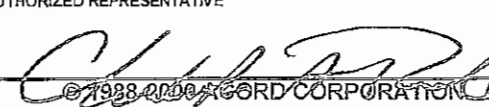
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	\$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COM/PROP AGG	\$
GEN'L AGGREGATE LIMIT APPLIES PER:								\$
	☐ POLICY ☐ PRO-JECT ☐ LOC							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	☐ ANY AUTO						BODILY INJURY (Per person)	\$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	☐ SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	☐ HIRED AUTOS							\$
	☐ NON-OWNED AUTOS							\$
	UMBRELLA LIAB	☐ OCCUR					EACH OCCURRENCE	\$
	EXCESS LIAB	☐ CLAIMS-MADE					AGGREGATE	\$
	DEDUCTIBLE							\$
	RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y ☐ N					E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Arch/Engrs. Prof. Liability			DPR9685580	06/01/10	06/01/11	Per Claim	\$1,000,000
							Aggregate	\$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
FOR PROFESSIONAL LIABILITY COVERAGE THE AGGREGATE LIMIT IS THE TOTAL INSURANCE AVAILABLE FOR ALL COVERED CLAIMS PRESENTED WITHIN THE POLICY PERIOD. THE LIMIT WILL BE REDUCED BY PAYMENTS OF INDEMNITY AND EXPENSES.

CERTIFICATE HOLDER

CANCELLATION

NEWHA00 New Hampshire Department of Environmental Services 29 Hazen Drive Concord, NH 03302	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 



CERTIFICATE OF LIABILITY INSURANCE

OP ID BH

DATE (MM/DD/YYYY)

11/24/10

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

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

PRODUCER	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL: ADDRESS: PRODUCER CUSTOMER ID #: UNDER-1	FAX (A/C, No):
ACEC/MARSH 701 Market St., Ste. 1100 St. Louis MO 63101 Phone: 800-338-1391 Fax: 888-621-3173		
INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Underwood Engineers, Inc. 25 Vaughan Mall Portsmouth NH 03801	INSURER A: Hartford Insurance Company	22357
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			84SBWCG4213	11/01/10	11/01/11	EACH OCCURRENCE	\$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person)	\$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$ 1,000,000
	☐ POLICY ☒ PRO-JECT ☐ LOC						GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
A	AUTOMOBILE LIABILITY			84UEGNP2938	11/01/10	11/01/11	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person)	\$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	☐ SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	☐ HIRED AUTOS						\$	
	☐ NON-OWNED AUTOS						\$	
A	UMBRELLA LIAB	☒	OCCUR	84SBWCG4213	11/01/10	11/01/11	EACH OCCURRENCE	\$ 5,000,000
	EXCESS LIAB		CLAIMS-MADE				AGGREGATE	\$ 5,000,000
	☒ DEDUCTIBLE						\$	
	RETENTION \$ 10,000						\$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			84WBGBC4865	11/01/10	11/01/11	☒ WC STATUTORY LIMITS ☐ OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y/N					E.L. EACH ACCIDENT	\$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

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

CERTIFICATE HOLDER

CANCELLATION

NHDEPT NH Department of Environmental Services 29 Hazen Drive Concord NH 03302	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 <i>Sandra R. Boillet</i>
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The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES

Thomas S. Burack, Commissioner

December 9, 2010

RECEIVED
JAN 25 2011

DEPARTMENT OF ENVIRONMENTAL SERVICES
WASTE MANAGEMENT DIVISION

Drew Hoffman

APPROVED G & C
DATE 1/19/11
ITEM # 54

His Excellency, Governor John H. Lynch
And the Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Environmental Services (Department) to enter into a contract with Underwood Engineers, Inc. (Underwood), Portsmouth, NH, (VC #155587), to design a water main extension in Raymond, NH for a not to exceed contract value of \$161,100 effective upon Governor and Council approval through September 30, 2011. 100% Federal Funds.

Funding is available in the account as follows:

03-44-44-444010-2590-102-500731	<u>FY 11</u> \$161,100
Dept of Environmental Services, CERCLA Programs, Contracts for Program Services	

EXPLANATION

The purpose of this contract is to provide funding for the design of an approximate two-mile extension of the Town of Raymond water main to provide potable water to 25 residences in an area near the Mottolo Superfund Site (Site) where groundwater has been compromised by Site-related contamination. This design work must be completed during the 2010/2011 winter season to allow preparation of bid documents and advertising for bids in time for construction to begin in early summer 2011.

The U. S. Environmental Protection Agency's (EPA) recently completed Five-Year Review for the Site found the conditions to be "non-protective" and there is an urgent need to mitigate contaminated groundwater impacts to local residences.

The Site is approximately three miles south of Raymond's town center and is surrounded by rural residential property in various stages of development. From 1975 to 1979, over 1,600 drums and pails of chemical manufacturing wastes from two companies were disposed in a quarter-acre pit. State inspections found that soil and groundwater beneath the site were contaminated with volatile organic compounds (VOCs) and arsenic, and that the contaminants were seeping into a brook that empties into the Exeter River, one half mile to the north.

Between November 1980 and January 1982, EPA excavated and removed the drums and pails found at the Site, along with 160 tons of contaminated soil. The Site became eligible for cleanup under the Superfund Program in July 1987, and groundwater, surface water, and soil cleanup remedies were documented in EPA's 1991 Record of Decision. Those remedies included installing a groundwater interceptor trench; sealing the ground surface around and over the former disposal pit area with a temporary cap; and installing and operating a vacuum extraction system to remove VOCs from the soils. Additional measures included

DES Web Site: www.des.nh.gov

P.O. Box 95, 29 Hazen Drive, Concord, New Hampshire 03302-0095
Telephone: (603) 271-3503 Fax: (603) 271-2181 TDD Access: Relay NH 1-800-735-2964

installing a security fence to limit access to contaminated areas, continued monitoring of groundwater and surface water, and institutional controls, which restrict the use of contaminated groundwater and prevent disturbance of cleanup activities.

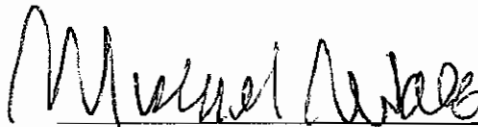
In September of 2003, the responsibility for operation and maintenance of the site was officially transferred from EPA to the Department. In August 2008, EPA completed a Five Year Review which concluded that the remedy approved in the 1991 Record of Decision was no longer protective of human health and the environment because of persistence and increases in some contaminants in the groundwater at several monitoring wells. Analysis indicates that natural attenuation has not occurred uniformly across the site, and required cleanup levels have not yet been achieved. Residential development around the site continues to expand resulting in increased likelihood of human exposure. In response, the Department performed expanded groundwater sampling during the summer of 2009. The Department initially sampled 34 residential wells surrounding the Site and found trichloroethylene (TCE) in four of those wells, two exceeding drinking water standards, and arsenic exceeding drinking water standards in 12 wells, primarily in homes located west of the Site. The Department immediately provided all affected homes with bottled water and/or individual water treatment systems.

Extensive investigation to better define the area that could be impacted by Site-related contaminated groundwater was conducted in early 2010. This culminated in a July 2010 Focused Feasibility Study Report, which provided the basis for EPA's Proposed Plan outlining a water main extension to provide water to affected homes; continued groundwater monitoring; and implementation of institutional controls to prevent further migration of the contaminant plume. EPA finalized the Proposed Plan in an Amended Record of Decision, signed on September 22, 2010.

The selection of Underwood Engineers, Inc. (Underwood) was conducted in accordance with State and Federal architect/engineer qualifications-based procurement requirements (Underwood procurement summary is attached). A Request for Proposals was issued by the Department on October 4, 2010 to five pre-qualified consulting firms. Four of those firms submitted proposals by the required closing date of October 29, 2010. Interviews were conducted on November 17, 2010, by a selection committee comprised of Town of Raymond and Department representatives. Underwood was selected from the four firms interviewed and subsequent contract terms were negotiated. The Department has determined through its review of Underwood's scope of work and level of effort that Underwood's costs of services reflect fair market value.

This contract has been approved by the Office of the Attorney General as to form, content and execution.

We respectfully request your approval.

A handwritten signature in black ink, appearing to read "Michael J. Walls", written over a horizontal line.

Michael J. Walls
Assistant Commissioner
Department of Environmental Services

Subject:

Water Line Extension, Mottolo Pig Farm Superfund Site

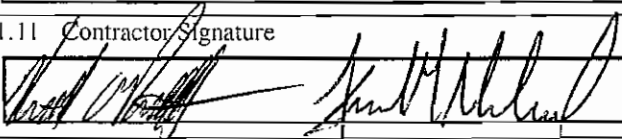
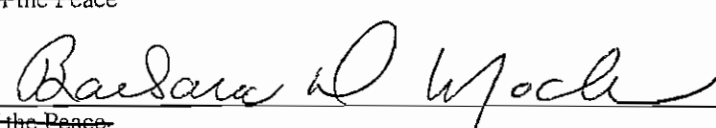
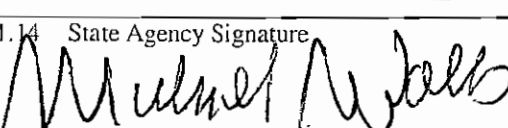
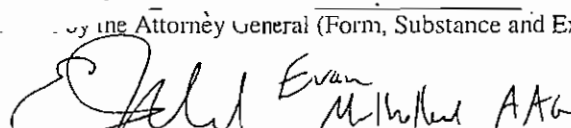
FORM NUMBER P-37 (version 1/09)

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive, PO Box 95 Concord, NH 03302	
1.3 Contractor Name Underwood Engineers, Inc.		1.4 Contractor Address 25 Vaughan Mall, Portsmouth, NH 03801	
1.5 Contractor Phone Number 603-436-6192	1.6 Account Number 2590-102-500731	1.7 Completion Date September 30, 2011	1.8 Price Limitation \$161,100.00
1.9 Contracting Officer for State Agency Andrew Hoffman, Project Manager		1.10 State Agency Telephone Number 603-271-6778	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Keith A. Pratt, Vice President/Frank Underwood, President	
1.13 Acknowledgement: State of <u>New Hampshire</u> , County of <u>Rockingham</u> On <u>12/23/2010</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace BARBARA D. MOCK, Notary Public My Commission Expires December 18, 2013			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Michael J. Walls, Assistant Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) F _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>1-3-11</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. **TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual

intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

EXHIBIT A – SCOPE OF WORK

SCOPE OF WORK

The proposed work will consist of the following tasks consistent with NHDES standards.

TASK 1 – DESIGN

Work Plan

Underwood Engineers will prepare a work plan which will define the project area and basis of design. The work plan is useful in many ways from project conception through construction.

Attend Kickoff Meeting with the Town and NHDES.

Coordination and communication between all vested parties is critical to project success. A kick off meeting will be held in order to:

- Determine chain of command and communication protocols.
- Review project goals and scope of work.
- Establish design parameters.
- Consider final disposition of existing wells (monitoring wells or decommissioning).
- Collect additional information.
- Discuss public outreach for the 25 homeowners receiving service connections.
- Identify schedules and budgets.

We understand that this project requires coordination with the Town, NHDES and the EPA. Our level of effort includes this coordination.

Site Walk

Underwood Engineers will perform a site walk with Town and NHDES Personnel at the start of the project. Using the Work Plan as a base, the site walk will help to:

- Further define project scope and expectations.
- Identify water line alignment.
- Identify necessary easements.
- Define limits for survey.
- Confirm initial assessment of environmental permitting requirements.
- Identify site restraints and design considerations for river crossing.

Coordinate with State Agencies to Acquire Necessary Permits

UEI will submit permit applications. Based on a preliminary review of the project scope and area, the following permits are anticipated:

- Because the total area of impact may exceed 100,000 square ft., an Alteration of Terrain permit may be needed from NH DES.

EXHIBIT A – SCOPE OF WORK

- The project must comply with EPA's General Permit provisions for construction activities including erosion control and dewatering because the impact is over 1 acre.
- A Notice of Intent permit and from the USEPA will be required.
- Based on the selected final design, a Wetlands permit from NH DES may be required at the Exeter River crossing and/or the three stream crossings.
- UEI will prepare a Stormwater Pollution Prevention Plan (SWPPP) to be included in the bidding documents.

UEI anticipates early submittal (February 2011) of permit applications to maintain project schedules and deadlines.

Meetings with Individual Home Owners

UEI will conduct individual meetings with each of the 25 Homeowners (shown in Figure 2) who will be connected to Town water as part of the project. This is an opportunity to hand deliver water service connection information and also allows the owner to have input on service and meter locations. Based on the preliminary meeting, the following items will be completed:

- Prepare sketches for each effected homeowner of the service connection route and a written description of plumbing modifications.
- Prepare right of entry agreements for any interior plumbing modifications.
- Site walks with effected home owners to review water routes on private property.



A follow up meeting with individual homeowners to finalize service connection routes and interior plumbing modifications will be held prior to final design submission.

Coordinate with NHDOT

Meet and coordinate with appropriate NH Department of Transportation (NHDOT) officials for the portion of the water main which would fall in the State of NH Right of Way on Routes 107 and 102.

Water Quality Impacts and Fire Flows

Because the proposed project involves the creation of a dead end line over two miles long, correctly anticipating and planning for water quality impacts is a critical aspect of this project. Inclusion of a chlorination booster station may be required. We understand that Raymond has a hydraulic computer model of the water system. In order to assess project impacts and assist in design and future planning, Underwood Engineers recommends that the model be used to

EXHIBIT A – SCOPE OF WORK

conduct a water age study. The results of this evaluation will help to determine the need or not for booster chlorination. If the analyses indicate that booster chlorination is required, UEI will design the necessary facilities.

The model can also be used to better predict fire flows and pressures in the area and to confirm water main sizing.

UEI assumes that the model input will be provided in electronic format by the Town. Because the model was set up on software that is now over 10 years old, we are unsure of the ability to utilize it for water age analysis. Accordingly, we have carried an allowance (\$7,500) for purchase of up to date modeling software and a laptop computer on which to install and run the model. Both the software and the computer will be turned over to the Town at the completion of the design phase.

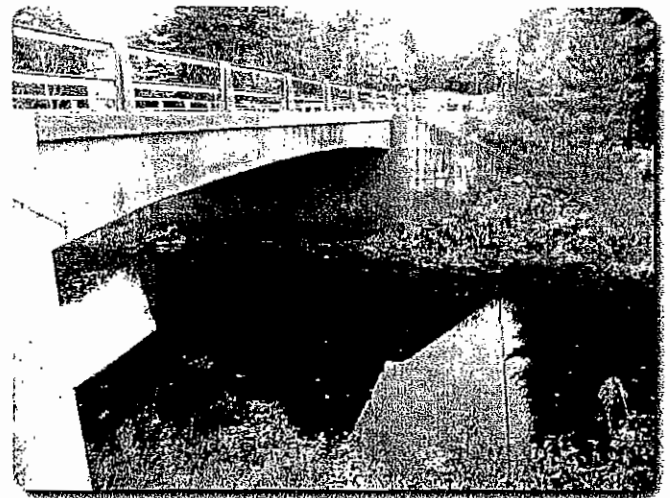
Future Expansion

Any service expansion in the Town of Raymond must meet the needs of both current and future residents. These needs will be discussed with the Town and NHDES and with the approval of all parties, the design will incorporate these needs.

River Crossing

UEI will evaluate three types of crossings at the Exeter River:

- A transmission main hung from the bridge (side or under).
- A transmission main under the river bed, installed via directional drilling.
- An open cut with the main installed below the river bed using traditional excavation methods.



We will work with all stake holders, including the Exeter River Local Advisory Committee to determine the best approach. Once an approach has been agreed upon by all parties, UEI will provide the necessary design to include the selected alternative in the final design documents.

Neighborhood Meetings

Underwood Engineers proposes to have two neighborhood meetings to discuss and walk through the project with all residents of the proposed project area.

- The first meeting would occur early in the design process, after the preliminary design is complete and proposed transmission routes can be discussed and reviewed by homeowners.
- The second meeting would be near the end of the final design, but prior to construction to confirm that residents concerns have been addressed.

EXHIBIT A – SCOPE OF WORK

We will provide public information handouts to simplify any complex issues and to answer public questions.

Private Services and Well Decommissioning

The proposed service expansion will bring Town water to 25 private residences some of which will require interior plumbing modifications, and therefore a licensed Plumber. Requirements for well decommissioning and/or modification to provide future groundwater sampling will be determined and specified.

Utility Coordination

UEI will coordinate with utilities including written correspondence early in the project to identify requirements. Work will also include a site meeting and communication to identify the location of existing utilities prior to survey. Known utilities present in the work area will be included on the design plans.

Town, NHDES and EPA Review

UEI will facilitate work-sessions at the 30%, 60% and 90% design points. Each of the work sessions will include:

- Preparation of a written status report
- Updated work plan
- Updated opinions of cost
- Design drawings and details

UEI utilizes a series of work sessions and project status reports to keep the client informed of project progress, budget and issues that may arise during the project design.

Final Design and Bidding Documents

Underwood Engineers will complete final design as identified in the RFQ (also see Figure 1). This will include design of approximately 10,900 ft. of 12-inch water main, 3,400 ft. of 8-inch main, service connections and potential interior plumbing modifications to the 25 residences, one bridge and / or river crossing, three stream crossings and roadway drainage / reconstruction. Underwood Engineers



EXHIBIT A – SCOPE OF WORK

will prepare 24"x36" (or 22"x34") design drawings at a scale of 1" = 30 or 40 feet horizontal. Drawings will include the following:

- Water main design
- Bridge crossing design
- Chlorine booster design, if required
- Roadway repair requirements (NHDOT and Town)
- Meter services
- Traffic control requirements including anticipated traffic control plans
- Erosion control requirements as well as a SWPPP.
- Construction details (water, drainage, road, sidewalk, and curb)
- A Project Manual consisting of a "front end" with administrative and contractual documents and a technical section with appropriate specifications for furnishing and installing ductile iron water main and appurtenances. Project Manual to be prepared using CSI format.
- Prepare Contract Documents suitable for bidding the project. Bid Advertisement, Information for Bidders, contract General Conditions, Bid Schedule and other provisions, as required by the Town will be included in the Contract Documents. It is anticipated that either the EJCDC or NHDES front end will be used. Federal Provisions will be included as required by the funding authority.

TASK 2 - SURVEY

UEI understands that in order to expedite the schedule, the survey work will be completed this fall by GZA under contract with NHDES. UEI will work with GZA to define survey requirements and limits of work.

Upon selection, UEI will provide a written "Request for Survey" for use by NHDES and GZA to define survey requirements. This document is used so the surveyor's understand project expectations. In general, we anticipate the survey would include the following:

- Topographical survey mapping at a 1" = 30' or 40' scale with a contour interval of 2 feet within the limits of the project (Town Datum). We understand that aerial topography is proposed.
- Supplemental ground survey will be required to locate:

EXHIBIT A – SCOPE OF WORK

- Locate utilities (visible features and markings only).
- Locate evidence of ROW, property lines, and landmarks.
- Locate jurisdictional wetlands along the route (to be flagged).
- Install benchmarks will be established every 500 feet (+/-).
- Install horizontal and vertical control along road for baseline and construction control.

TASK 3 - SUBSURFACE / GEOTECHNICAL

Based on a visual inspection of the project area, rock removal may be a significant expense associated with this project. Therefore, getting an accurate assessment of geotechnical conditions is important. Components of Underwood's standard geotechnical procedure include the following:

- Conduct ledge probes every 200 feet along the anticipated water main alignment. In areas where ledge is encountered, this spacing may be reduced. For every 5th location (every 1000 ft.) a split spoon auger sample will be taken.
- Perform sieve analyses on samples taken from every 5th probe location. Install a slotted PVC pipe in every 5th probe location, which can be monitored over a period of time to assess groundwater levels.
- Prepare a geotechnical report to include the preceding information as well as recommendations on construction and dewatering techniques.

It's our experience that this level of geotechnical information will provide the contractors a better understanding of constructability issues, resulting in improved competitive bidding.

TASK 4 – CADASTRAL

UEI will develop an easement impact summary. The summary will include all proposed temporary and permanent easement locations. UEI will also provide:

- Suggested easements for the property owners.
- Suggested letters to the property owners for the Town's use.

★ If boundary surveys are identified as a necessity, it is our understanding that this work will be conducted by others.

TASK 5 – MBE/WBE REQUIREMENTS

UEI will comply with the six affirmative action steps as described in 40 CFR 31.36 (e) (2).

Exhibit B
Estimated Budget and Payment Terms
Water Line Extension, Raymond, NH

1. Contract Price

- A. The contract price shall be as shown in the "Summary of Fees" below.
- B. The contract is considered time and materials and will not exceed the budget below without written authorization.

SUMMARY OF FEES
Underwood Engineers, Inc.

Professional Engineering Services

Raymond Water Line Extension
Raymond, NH
N2215
KAP

22-Nov-10

<i>Task</i>	<i>Subtask</i>	<i>Extended Total</i>
<i>Task 1 - Design</i>		<i>\$116,356</i>
<i>Task 2 - Survey</i>		<i>\$3,017</i>
<i>Task 3 - Subsurface</i>		<i>\$29,886</i>
<i>Task 4 - Cadastral</i>		<i>\$11,765</i>
TOTAL		\$161,024

2. Submission of Invoices:

- A. Invoices for ENGINEER'S services shall be submitted on a monthly basis, mailed to OWNER (DES) at the address of OWNER indicated.
- B. All invoices shall contain the following information:
 - a. Vendor Name: Underwood Engineers, Inc.
 - b. Invoice Date and Invoice Number
 - c. Project/Site Name and Number (originated by DES)
 - d. Period of Work
 - e. Work Scope Approval Number (originated by DES)
 - f. A brief explanation of the tasks
 - g. Copies of subconsultant invoices
- C. Engineer shall inform DES in writing when submitting a final invoice.

3. Payment of Invoices:

- A. Invoices will be reviewed for completeness and compliance with the contract by the DES project manager and returned to the Engineer if incomplete. An invoice approval cover sheet will be completed by the DES project manager, and once appropriate signature have been obtained the cover sheet and invoice will be forwarded to the DES Accounting Office for processing and payment.
- B. All invoices shall be payable within forty five (45) days after the date indicated on the invoice.
- C. DES may make partial payments where invoiced rates or mark-ups are not in accordance with the contract rates and terms, or where the approved assignment budget has been exceeded without DES's written approval. Copies of marked up invoices shall be promptly provided to the Engineer.
- D. It is further understood that if there be failure by DES to pay any invoice due to ENGINEER within sixty (60) days after the date thereof, ENGINEER may, without waiving any other claim or right against OWNER, and without liability whatsoever to OWNER, terminate its performance hereunder.

Exhibit C
Special Provisions
Water Line Extension, Raymond, NH

The following revisions shall be incorporated into the Contract

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, or liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the negligent, reckless, or wrongful acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

COST OR PRICE SUMMARY FORMAT FOR SUBAGREEMENTS UNDER NH SAG & SRF				Form Approved DES 11/00
PART I - GENERAL				
1. GRANTEE / LOANEE			2. GRANT/LOAN NO.	
3. NAME OF CONTRACTOR OR SUBCONTRACTOR Underwood Engineers, Inc.			4. DATE OF PROPOSAL	
5. ADDRESS OF CONTRACTOR OR SUBCONTRACTOR (Include ZIP) 25 Vaughan Mall, Portsmouth, New Hampshire 03801-4012			6. TYPE OF SERVICE TO BE FURNISHED	
PART II - COST SUMMARY				
7. DIRECT LABOR (Specify labor categories)	HOURS	HOURLY RATE	ESTIMATED COST	TOTALS
Principal	36	\$50.00	\$1,800.00	
Sr. Project Manager	0	\$45.00	\$0.00	
Project Manager	159	\$45.00	\$7,155.00	
Sr. Project Engineer	0	\$40.00	\$0.00	
Project Engineer	499	\$30.00	\$14,970.00	
Project Engineer (II)	0	\$0.00	\$0.00	
Sr. Resident Engineer	0	\$30.00	\$0.00	
Resident Engineer	0	\$25.00	\$0.00	
Technician	183	\$25.00	\$4,575.00	
Clerical	110	\$19.00	\$2,090.00	
DIRECT LABOR TOTAL:				\$30,590.00
8. INDIRECT COSTS (Specify indirect cost pools)	RATE	x BASE =	ESTIMATED COST	
	1.76	\$30,590.00	\$53,838.40	
INDIRECT COST TOTAL:			\$53,838.40	
9. OTHER DIRECT COSTS				
a. TRAVEL			ESTIMATED COST	
(1) TRANSPORTATION (\$0.365 per mile)			\$0.00	
(2) PER DIEM			\$0.00	
TRAVEL COSTS TOTAL:			\$0.00	
b. EQUIPMENT, MATERIALS, SUPPLIES (Specify categories)			ESTIMATED COST	
Mileage	1150	\$0.50	\$575.00	
phone and fax			\$960.00	
copies	4300	\$0.10	\$430.00	
prints	170	\$1.50	\$255.00	
postage	215	\$1.00	\$215.00	
Misc	1	\$200.00	\$200.00	
Computer and Model Software	1	\$7,500.00	\$7,500.00	
EQUIPMENT SUBTOTAL:			\$10,135.00	
c. SUBCONTRACTS			ESTIMATED COST	
Structural, Electrical, and HVAC			\$18,000.00	
Surveyor (easements)			\$10,000.00	
Subsurface			\$25,000.00	
SUBCONTRACTS SUBTOTAL:			\$53,000.00	
d. OTHER (Specify categories)			ESTIMATED COST	
			\$0.00	
			\$0.00	
OTHER SUBTOTAL:			\$0.00	
e. OTHER DIRECT COSTS TOTAL:			\$63,135.00	
10. TOTAL ESTIMATED COST				\$147,563.40
11. PROFIT				\$13,460.60
12. TOTAL PRICE				\$161,024.00

PART III - PRICE SUMMARY

[illegible]

PART IV - DIRECT LABOR BY CATEGORY

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

[illegible]

comments:

UNDERWOOD ENGINEERS, INC.
Portsmouth & Concord, New Hampshire
STANDARD BILLING RATES
Effective through December 31, 2010

Labor Rates:

Principal-in-Charge	\$160 to	\$200 per hour
Senior Project Manager	\$150 to	\$180 per hour
Project Manager	\$100 to	\$150 per hour
Senior Project Engineer	\$100 to	\$130 per hour
Project Engineer	\$70 to	\$110 per hour
Senior Resident Engineer	\$75 to	\$105 per hour
Resident Engineer	\$50 to	\$80 per hour
Technician	\$50 to	\$80 per hour
Clerical	\$50 to	\$65 per hour

Reimbursables

Mileage	IRS Reimbursable Rate
Prints	\$1.50 each
Copies	\$0.10 each
Telephone	\$1.85 per call
Fax	\$1.00 per call
Field Supplies	At Cost
Postage	At Cost
Food & Lodging	At Cost
Subcontractors	At Cost

Approved by Board of Directors:

Date: 2/9/10

FGU
WSC
KAP
CAM

[Signature]
[Signature]
[Signature]
[Signature]

CERTIFICATE OF AUTHORITY

At a meeting of the ~~Partners~~/Directors of Underwood Engineers, Inc. , held on May 7, 2010 ,
at which all the ~~Partners~~/Directors were present, except _____ n/a _____, it was

VOTES: That all contracts may be signed by either of the following combinations:

1. Frank G. Underwood, President and W. Steven Clifton, Vice President, or

2. Frank G. Underwood, President and Keith A. Pratt, Vice President

A true copy

Colleen A. Morrow
Attest: Colleen A. Morrow, Secretary/Treasurer

Place of Business: 25 Vaughan Mall, Unit 1, Portsmouth, NH 3801-4012

Date of this Contract: 12/23/10

I hereby certify that I, **Colleen A. Morrow**, am the **Secretary/Treasurer** of **Underwood Engineers, Inc.** that **Frank G. Underwood** is the duly elected **President**, **W. Steven Clifton** and **Keith Pratt** are duly elected **Vice Presidents** and that the above vote has not been amended or rescinded and remains in full force and effect as of this date.

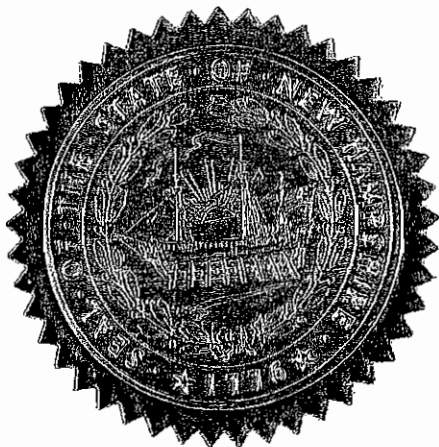
Colleen A. Morrow 12/23/10
Colleen A. Morrow, Secretary/Treasurer Date

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Underwood Engineers, Inc. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on June 18, 1982. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 24th day of November, A.D. 2010

A handwritten signature in cursive script, reading "William M. Gardner".

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

OP ID BH

DATE (MM/DD/YYYY)

11/24/10

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

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

PRODUCER ACEC/MARSH 701 Market St., Ste. 1100 St. Louis MO 63101 Phone: 800-338-1391 Fax: 888-621-3173	CONTACT NAME:	
	PHONE (A/C, No, Ext): FAX (A/C, No):	
	E-MAIL ADDRESS:	
	PRODUCER CUSTOMER ID #: UNDER-1	
INSURED Underwood Engineers, Inc. 25 Vaughan Mall Portsmouth NH 03801	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Hartford Insurance Company	22357
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	☒ GENERAL LIABILITY			84SBWCG4213	11/01/10	11/01/11	EACH OCCURRENCE	\$ 1,000,000	
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	
	☐ CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person)	\$ 10,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$ 1,000,000	
	☐ POLICY ☒ PROJECT ☐ LOC						GENERAL AGGREGATE	\$ 2,000,000	
							PRODUCTS - COMP/OP AGG	\$ 2,000,000	
								\$	
A	☒ AUTOMOBILE LIABILITY			84UEGNP2938	11/01/10	11/01/11	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
	☒ ANY AUTO						BODILY INJURY (Per person)	\$	
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$	
	☐ SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	\$	
	☐ HIRED AUTOS							\$	
	☐ NON-OWNED AUTOS							\$	
A	☐ UMBRELLA LIAB ☒ OCCUR			84SBWCG4213	11/01/10	11/01/11	EACH OCCURRENCE	\$ 5,000,000	
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	\$ 5,000,000	
	☒ DEDUCTIBLE							\$	
	RETENTION \$ 10,000							\$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			84WBGBC4865	11/01/10	11/01/11	☒ WC STATUTORY LIMITS ☐ OTHER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y ☐ N	N/A				E.L. EACH ACCIDENT	\$ 1,000,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000	

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

CERTIFICATE HOLDER

CANCELLATION

CERTIFICATE HOLDER NHDEPT NH Department of Environmental Services 29 Hazen Drive Concord NH 03302	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 <i>Sandra R. Brillet</i>



CERTIFICATE OF LIABILITY INSURANCE

OP ID AD

DATE (MM/DD/YYYY)

11/24/10

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

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

PRODUCER Poole Professional Ltd. 107 Audubon Rd. #2, Ste. 305 Wakefield MA 01880 Phone: 781-245-5400 Fax: 781-245-5463	CONTACT NAME: _____ PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ PRODUCER CUSTOMER ID #: UNDER-1	
	INSURER(S) AFFORDING COVERAGE INSURER A: XL Specialty Insurance Company NAIC # 37885 INSURER B: _____ INSURER C: _____ INSURER D: _____ INSURER E: _____ INSURER F: _____	
INSURED Underwood Engineers, Inc. 25 Vaughan Mall, Unit 1 Portsmouth NH 03801-4012		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
								\$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DEDUCTIBLE ☐ RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATUTORY LIMITS	OTHER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Arch/Engrs. Prof. Liability			DPR9685580	06/01/10	06/01/11	Per Claim	\$1,000,000
							Aggregate	\$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
FOR PROFESSIONAL LIABILITY COVERAGE THE AGGREGATE LIMIT IS THE TOTAL INSURANCE AVAILABLE FOR ALL COVERED CLAIMS PRESENTED WITHIN THE POLICY PERIOD. THE LIMIT WILL BE REDUCED BY PAYMENTS OF INDEMNITY AND EXPENSES.

CERTIFICATE HOLDER**CANCELLATION**

NEWHA00 New Hampshire Department of Environmental Services 29 Hazen Drive Concord, NH 03302	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

JOINT BOARD OF LICENSURE AND CERTIFICATION
STATE OF NEW HAMPSHIRE

57 Regional Drive
Concord, N.H. 03301-8518

LOUISE LAVERTU
EXECUTIVE DIRECTOR

Telephone 603-271-2219
Fax 271-7928 • 271-6990

PROFESSIONAL ENGINEERS
ARCHITECTS
LAND SURVEYORS
FORESTERS
PROFESSIONAL GEOLOGISTS
NATURAL SCIENTISTS
LANDSCAPE ARCHITECTS
COURT REPORTERS
HOME INSPECTORS



Friday, September 03, 2010

UNDERWOOD ENGRS INC
25 VAUGHAN MALL
PORTSMOUTH NH 03801-4012

CERTIFICATE

This is to certify that the above named **business organization** is authorized to practice engineering in the State of New Hampshire under the provisions of RSA 310-A:20.

This Authorization shall expire on **December 31, 2011** unless renewed by application prior to that date.

This Authorization is issued by the Board of Professional Engineers on the basis of information in the application filed with the Board.

Board of Professional Engineers

Certificate # 00361

ATTACHMENT A
Procurement of Professional Engineering Services
For the Design of a Water Line Extension in Raymond, NH
Re: Mottolo Superfund Site

On October 4, 2010, Requests for Proposals (RFP) for the subject project were sent to the following firms for response:

- Jones & Beach Engineers, Stratham, NH
- Lewis Engineering, PLLC., Litchfield, NH
- Stantec Consulting Services, Auburn, NH
- Underwood Engineers, Inc, Portsmouth, NH
- Wright-Pierce, Portsmouth, NH

Lewis Engineering informed NHDES on October 4th that they would not be responding to the RFP.

The following committee members and observers were present:

Voting Members

Pat Bower, Town of Raymond, Public Works Director
Carl Baxter, NHDES, Hazardous Waste Remediation Bureau Administrator
Richard Pease, NHDES, Hazardous Waste Remediation Bureau Supervisor
Drew Hoffman, NHDES, Hazardous Waste Remediation Bureau Project Manager

Observer

Mike Jasinski, USEPA, Remedial Project Manager

Each committee member completed a scoring evaluation form for each of the firms. The results were as follows:

Consultant	Reviewer 1	Reviewer 2	Reviewer 3	Reviewer 4	<u>Total</u>
Underwood	92	97	77	86	<u>352</u>
Stantec	90	92	75	80	337
Wright-Pierce	86	85	61	77	309
Jones & Beach	50	55	48	57	210