



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES



Robert R. Scott, Commissioner

March 23, 2018

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

REQUESTED ACTION

Authorize the Department of Environmental Services (NHDES) to enter into a contract with Consulting Engineering, Inc (VC #264345-B001), Strongsville, OH, in the amount of \$95,092 to conduct leak detection surveys at thirty-four New Hampshire community water systems, effective upon Governor and Council approval through October 15, 2018. 100% Federal Funds.

Funding is available in the account as follows.

	<u>FY 2018</u>
03-44-44-441018-4718-102-500731	\$95,092
Department of Environmental Services, DWSRF Administration, Contracts for Program Services	

EXPLANATION

The Department of Environmental Services (NHDES) seeks to contract with Consulting Engineering Inc. (CEI) to perform leak detection surveys at New Hampshire community water systems. Leak detection and repair play a fundamental role in reducing water and energy consumption in water systems through the identification and reduction of water loss and waste.

In June 2017, NHDES sent leak detection project solicitations to all community water systems in New Hampshire. Thirty-eight water systems submitted applications with relevant details, such as a proposed project description and demonstration of need. Members of the Drinking Water/Groundwater Bureau reviewed the applications and selected thirty-four to be included in the Request for Proposals (RFP).

NHDES summarized the thirty-four projects and posted an RFP for leak detection firms to place competitive bids. Eight proposals were received. A three-person review team consisting of experienced NHDES personnel independently scored the proposals in terms of total cost, survey completion times, qualifications and experience, adequacy of approach, and overall project understanding. CEI was selected by the review team as having the top ranking proposal. See Attachment A for a list of proposals and rankings.

The proposal submitted by CEI provided a clear plan describing how the different leak detection techniques would be utilized and specifically considered the pipe materials and contact point spacing within the water systems. The firm's experience, staff availability, and overall approach ensure a maximum return on investment in the form of water loss recovery and energy savings.

DES Web Site: www.des.nh.gov

P.O. Box 95, 29 Hazen Drive, Concord, New Hampshire 03302-0095
 Telephone: (603) 271-2513 Fax: (603) 271-5171 TDD Access: Relay NH 1-800-735-2964

CEI will perform acoustic listening surveys on the distribution systems of the thirty-four community water systems. The surveys will be conducted in accordance with the "Manual of Water Supply Practices, Water Audits and Loss Control Programs", 2016 edition, promulgated by the American Water Works Association. Surveys will be performed in two phases: an initial screening of the area to identify suspected leaks, followed by a pinpointing phase to locate the suspected leak. A detailed report of the findings will be filed with NHDES and the water system at the conclusion of each survey. It will be the responsibility of the water system to repair any leaks found.

This agreement has been approved as to form, substance, and execution by the Office of the Attorney General. In the event that Federal funds no longer become available, general funds will not be requested to support this program.

We respectfully request your approval.

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

Robert R. Scott
Commissioner

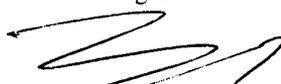
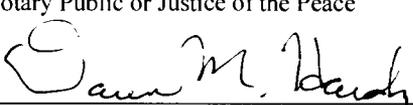
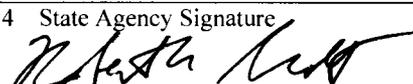
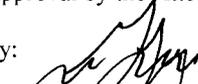
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive, Concord, NH 03301	
1.3 Contractor Name Consulting Engineering, Inc.		1.4 Contractor Address 13477 Prospect Road, Suite 214, Strongsville, Ohio 44149	
1.5 Contractor Phone Number 440-238-9699	1.6 Account Number 03-44-44-441018-4718-102	1.7 Completion Date October 15, 2018	1.8 Price Limitation \$95,092.00
1.9 Contracting Officer for State Agency Stacey Herbold, Environmentalist IV		1.10 State Agency Telephone Number 603-271-6685	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Y CHAN Owner	
1.13 Acknowledgement: State of <u>Ohio</u> , County of <u>Cuyahoga</u> On <u>Dec. 11, 2017</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 Dawn M. Hardy			
1.14 State Agency Signature  Date <u>3-27-18</u>		1.15 Name and Title of State Agency Signatory Robert F. Smith, Commissioner, NHDES	
1.16 Approval by the N.H. Department of Administration, Division of Personnel By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>3/29/18</u>			
1.18 Approval by the Governor and Executive Council (if applicable) 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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("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. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. 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

Contractor Initials


Date 12-11-2017

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, 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 notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and 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 \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form 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 by 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 thirty (30) 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 provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) 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 unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

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, amend, 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.

Contractor Initials

Date


12-11-2017

EXHIBIT A
SCOPE OF SERVICES

Consulting Engineering, Inc. (Consulting) will conduct comprehensive leak detection surveys on the water distribution systems of thirty-four New Hampshire community water systems in accordance with the “Manual of Water Supply Practices, Water Audits and Loss Control Programs” document identification number AWWA M36, American Water Works Association, 2016. The thirty-four water systems, totaling 731.46 miles of distribution pipe, have been selected by the New Hampshire Department of Environmental Services (Department) as follows:

PWS ID	Water System Name	Location (City/Town):	% of System to be Surveyed	Survey Miles
0202010	Abenaki Water Belmont	Belmont	100.00%	8.5
0262020	Abenaki Water Bow	Bow	100.00%	7.7
0091010	Antrim Water & Sewer	Antrim	93.56%	7.41
0101010	Ashland Water Department	Ashland	33.33%	4
0161010	Bartlett Village Water Precinct	Bartlett	100.00%	4.8
0201010	Belmont Water Department	Belmont	12.00%	6
0211010	Bennington Water & Sewer	Bennington	100.00%	6.83
0261010	Bow Municipal Water System	Bow	100.00%	6
0461010	Claremont Water Department	Claremont	68.57%	48
0481010	Colebrook Water Works	Colebrook	100.00%	10
0112060	Commons of Atkinson	Atkinson	100.00%	1.1
0501010	Concord General Services	Concord	30.63%	61.25
0882170	County Village Way	Gilford	100.00%	1
0972010	Crotched Mountain Rehab Center	Greenfield	40.00%	1
1141020	Emerald Lake Village District	Hillsboro	100.00%	13
0771010	Epsom Village Water District	Epsom	100.00%	10
0803030	Exeter River Landing	Exeter	100.00%	1.8
0224010	Glencliff Home	Benton	100.00%	3.67
0881020	Gunstock Acres Village Water District	Gilford	96.77%	15
1071010	Hanover Water Department	Hanover	35.14%	13
1211010	Jackson Water Precinct	Jackson	100.00%	2.5
1471010	Manchester Water Works	Manchester	50.00%	250
1521010	Meredith Water and Sewer	Meredith	100.00%	17
2392030	Michawanic Village Condo Assoc	Wakefield	100.00%	4
1741010	Newport Water Works	Newport	100.00%	42
1841010	Ossipee Water & Sewer	Center Ossipee	80.77%	10.5
0251010	Penacook-Boscawen Water Precinct	Boscawen	50.00%	12.5
1371010	Pennichuck East Utilities	Litchfield	100.00%	54
1621010	Pennichuck Water Works Inc.	Nashua	14.00%	49

Contractor Initials

Date 12-11-2017

1971010	Raymond	Raymond	100.00%	16
0162170	River Run Condominiums	Bartlett	100.00%	1.2
2041010	Rye Water District	Rye	100.00%	40
0162410	Stillings Grant	Bartlett	100.00%	1.9
2313010	Tamworth Mobile Home Park	Tamworth	100.00%	0.8
Total				731.46

Project Planning

When conditions are adequate for the survey season to begin, Consulting shall provide the Department a list of estimated start dates for each survey for distribution to the water systems.

Monthly Reporting to the Department

Consulting shall submit a report to the Department at the end of each month with the status of the surveys at each of the water systems. This report shall include a list of the systems where a survey has been started, a list of systems where a survey has been completed, and the systems scheduled for a survey during the upcoming month.

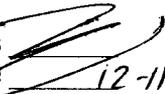
The conclusion of a leak detection survey is based on the successful completion of the following three tasks:

Task 1 - Initial Survey

Consulting shall contact each water system prior to the leak detection survey and request the following information:

- A map in the form of a PDF file or paper plan of the area to be surveyed showing pipe materials and pipe diameters. If materials or diameters are not known, the map shall indicate same. In instances where a map is not available, a schematic drawing of the system configuration shall be acceptable.
- The names, phone numbers, and email addresses of water system representatives that will be available to Consulting during the leak detection survey. Consulting shall request the water system representatives clean out valve and service boxes, if needed, to facilitate the survey and operation of valves.

Consulting shall utilize specialized equipment to “listen” for sounds on direct contact points, such as fire hydrants, main line gate valves, meter/curb valves, and blow-offs. The primary listening equipment to be used in the surveys shall be a rod based acoustic listening instrument for the first pass of the survey and a leak noise correlator for the second pass and pinpointing phase. Other listening equipment shall be used when system configuration, pipe material, or other variables do not allow leak sounds to travel the entire distance between contact points or to confirm location identified by the correlating noise loggers.

Contractor Initials 
 Date 12-11-2017

The sound velocity of pipelines to be surveyed shall be determined and used in conjunction with the leak detection equipment. In instances where pipe material is not known or sound velocity is not available, a leak shall be simulated and the sound velocity determined through calculations based on the known lengths between listening points.

All hydrants shall be used as listening points. Valves (main line or service) or other available contact points shall be used as listening points when hydrants are not available and when the maximum listening distance is exceeded by hydrants. When no listening points are available within the limits of the listening distance, a ground microphone shall be used to listen over the run of the pipeline at intervals between 5 and 10 feet. Care shall be taken to ensure a good sound connection between listening devices and listening points.

Intersecting pipelines shall be surveyed from at least two directions and at least three listening points.

The survey shall be performed between the hours of 8am and 4pm in areas that are typical to residential neighborhoods. The survey shall be performed between the hours of 10pm and 6am in areas that are commercial in nature and/or if high daytime traffic volumes are present.

Task 2 - Pinpointing Phase

All areas identified as having potential leak activity shall be scheduled for a secondary listening survey and pinpointing phase. The secondary listening survey shall be conducted within two to forty-eight hours of the original survey.

Consulting shall manually listen to the recordings made by all pods to check the accuracy of the correlator results and verify the location of the leak identified by the correlators using a ground microphone.

In instances when a leak is repaired immediately by the water system, Consulting shall return to areas of confirmed leakage following repair to rule out other leaks that may be present.

Consulting shall not be required to perform pinpointing on lines that are not the responsibility of the system being surveyed.

Consulting shall notify the system operator within 24 hours of any leaks discovered.

Task 3 - Leak Reports

Consulting shall meet with system operators (or representatives) periodically to review results in the field and show areas where leaks have been discovered.

Consulting shall prepare a report and location map for each leak identified during the survey. The report shall contain a photograph of the leak location, nearest street address of the leak location, latitude and longitude of leak location, a map, date of leak discovery, type of leak (main, valve, hydrant, service), approximate leak size in gallons per minute, type of surface cover, pipe material,

Contractor Initials 
Date 12-11-2017

pipe size, method used for locating the leak, and indication if the leak was visible or not.

At the conclusion of the survey, a final report shall be prepared and submitted to the Department and copied to the water system. The report shall include the following:

- A summary of the project (methodology used for that particular system and why, miles surveyed, dates of survey etc.);
- A copy of all leak detection reports;
- A table(s) of all data collected on leak detection reports;
- A table of and pie chart of number of leaks by type;
- A table and pie chart of leakage volume by type;
- A table and pie chart of number of visible vs non-visible leaks;
- A table and pie chart of leakage volume of visible vs non-visible leaks; and
- Accuracy of survey results as a result of system characteristics (ex. availability of listening points, precise location of water mains) and recommendations related to accuracy or leak detection.

EXHIBIT B
BUDGET & PAYMENT METHOD

All services shall be performed to the satisfaction of the Department before payment is made. Payments shall be made by the Department within 30 days of invoice receipt and approval. Invoices shall be submitted to the Department for payment no more than once per month and only for those water systems where a survey has been completed and final report submitted in accordance with Exhibit A. Payments of invoices will be made for the thirty-four community water systems listed below and in accordance with the following payment schedule:

PWS ID	Water System Name	Location (City/Town):	Payment Amount
0202010	Abenaki Water Belmont	Belmont	\$1,105.00
0262020	Abenaki Water Bow	Bow	\$1,001.00
0091010	Antrim Water & Sewer	Antrim	\$964.00
0101010	Ashland Water Department	Ashland	\$520.00
0161010	Bartlett Village Water Precinct	Bartlett	\$624.00
0201010	Belmont Water Departmnt	Belmont	\$780.00
0211010	Bennington Water & Sewer	Bennington	\$888.00
0261010	Bow Municipal Water System	Bow	\$780.00
0461010	Claremont Water Department	Claremont	\$6,240.00
0481010	Colebrook Water Works	Colebrook	\$1,300.00
0112060	Commons of Atkinson	Atkinson	\$143.00
0501010	Concord General Services	Concord	\$7,963.00
0882170	County Village Way	Gilford	\$130.00

Contractor Initials 
 Date 12-11-2017

0972010	Crotched Mountain Rehab Center	Greenfield	\$130.00
1141020	Emerald Lake Village District	Hillsboro	\$1,690.00
0771010	Epsom Village Water District	Epsom	\$1,300.00
0803030	Exeter River Landing	Exeter	\$234.00
0224010	Glenclyff Home	Benton	\$478.00
0881020	Gunstock Acres Village Water District	Gilford	\$1,950.00
1071010	Hanover Water Department	Hanover	\$1,690.00
1211010	Jackson Water Precinct	Jackson	\$325.00
1471010	Manchester Water Works	Manchester	\$32,500.00
1521010	Meredith Water and Sewer	Meredith	\$2,210.00
2392030	Michawanic Village Condo Asso	Wakefield	\$520.00
1741010	Newport Water Works	Newport	\$5,460.00
1841010	Ossipee Water & Sewer	Center Ossipee	\$1,365.00
0251010	Penacook-Boscawen Water Precinct	Boscawen	\$1,625.00
1371010	Pennichuck East Utilities	Litchfield	\$7,020.00
1621010	Pennichuck Water Works Inc.	Nashua	\$6,370.00
1971010	Raymond	Raymond	\$2,080.00
0162170	River Run Condominiums	Bartlett	\$156.00
2041010	Rye Water District	Rye	\$5,200.00
0162410	Stillings Grant	Bartlett	\$247.00
2313010	Tamworth Mobile Home Park	Tamworth	\$104.00
Total			\$95,092.00

EXHIBIT C
SPECIAL PROVISIONS

Federal Funds paid under this agreement are from a Grant to the State from the United States Environmental Protection Agency, New Hampshire Drinking Water State Revolving Fund under CFDA # 66.468. All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant are hereby adopted in full force and effect to the relationship between this Department and the grantee. Additionally, the Grantee shall comply with the terms of the Federal Funding Accountability and Transparency Act (FFATA) by providing the Department with their Data Universal Numbering System (DUNS) number.

Contractor Initials 
 Date 12-11-2017

State of New Hampshire

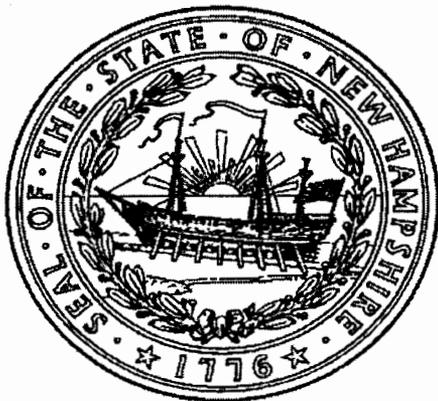
Department of State

CERTIFICATE OF AUTHORITY OF CONSULTING ENGINEERING INC

The Secretary of State of the State of New Hampshire hereby certifies that an Application of **CONSULTING ENGINEERING INC** for a Certificate of Authority to transact business in this State, duly signed pursuant to the provisions of the New Hampshire Business Corporation Act, has been received in this office.

ACCORDINGLY the undersigned, by virtue of the authority vested in him by law, hereby issues this Certificate of Authority to **CONSULTING ENGINEERING INC** to transact business in this State under the name of **CONSULTING ENGINEERING INC**, and attaches hereto a copy of the Application for such Certificate.

Business ID: 789367



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 5th day of March 2018 A.D.

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

At a duly authorized meeting of the Board of Directors of // (the "Company"), held // it was VOTED that Y CHAN, the Owner of the Company, be and hereby is authorized to execute contracts and bonds in the name of and on behalf of the Company; and such execution of any contract or obligation in the Company's name on its behalf by such officer under seal of the Company, shall be valid and binding upon this Company.

I hereby certify that I am the clerk of the Company and that Y CHAN is the duly elected officer as stated above of the Company. This vote has not been amended or rescinded and remains in full force and effect as of the date signed below.

12-11-2017
Date

[Signature]
Clerk

Corporate Seal



12-11-17
Dawn M. Hardy





CERTIFICATE OF LIABILITY INSURANCE

CONSU-2

OP ID: RD

DATE (MM/DD/YYYY)

12/08/17

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 Strachan-Novak Insurance 2190 E Enterprise Parkway Twinsburg, OH 44087 Insurance Office of Beachwood	Phone: 330-963-3800 Fax: 330-963-3811	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE INSURER A : CNA Insurance		NAIC #
INSURED Consulting Engineering Inc 13477 Prospect Road Ste 214 Strongsville, OH 44149	INSURER B : Admiral Insurance Company		
	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 <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Business Owners GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			B 5085071841	05/19/17	05/19/18	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			B 5085071841	05/19/17	05/19/18	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			6050033782	06/01/17	05/19/18	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	B 5085071841 OHIO STOP GAP	05/19/17	05/19/18	WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
B	Professional Liab E & O			EO000033674-01	05/19/17	05/19/18	Per Claim 1,000,000 Aggregate 1,000,000

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

A 30 day notice of cancellation is included.

Business Personal Property Coverage, Special Form, Replacement Cost, Limit of Insurance-\$88,327

CERTIFICATE HOLDER

NEWHAMP

New Hampshire Dept of
 Environmental Services
 Stacey Herbold Environmentalst
 29 Hazen Dr
 Concord, NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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Attachment A

Leak Detection Survey Proposal Rankings

**Rankings for Firms Responding to Request for Proposals
(Points available per category = 60)**

FIRM	Understanding of Services to Be Provided	Adequacy of Approach to Identifying Leaks	Qualifications and Experience of Firm	Total Cost of Proposal	Time to Complete	Total Score	Ranking
Consulting Engineering	52	50	102	204	356	662	1
Arthur Pyburn and Sons	51	49	100	200	349	649	2
Vital Leak Detection	51	47	98	196	341	635	3
Matchpoint	51	39	90	180	309	579	4
New England Water Distribution Services LLC	46	34	80	160	274	514	5
National Water Main Cleaning Co	44	34	78	156	268	502	6
EJP Pike	45	32	77	154	263	494	7
American Leak Detection	22	37	59	118	214	391	8

Review Team Members

Name	Title	Bureau	Years of Service
Stacey Herbold	Water Conservation and Use Program Manager	Drinking Water and Groundwater Bureau	13
Kelsey Vaughn	Water Conservationist	Drinking Water and Groundwater Bureau	6
Luis Adorno	Environmental Program Manager	Drinking Water and Groundwater Bureau	4