



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES

Thomas S. Burack, Commissioner



December 21, 2016

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

REQUESTED ACTION

Authorize the Department of Environmental Services (DES) to enter into a contract with Arthur Pyburn & Sons, Incorporated (VC #161656), Lynnfield, MA, in the amount of \$62,550 in order to conduct leak detection surveys at forty-two New Hampshire community water systems, effective upon approval by Governor and Council through October 15, 2017. 100% Federal Funds.

Funding is available in the account as follows.

	<u>FY 2017</u>
03-44-44-441018-4718-102-500731	\$62,550
Department of Environmental Services, DWSRF Administration, Contracts for Program Services	

EXPLANATION

The Department of Environmental Services (DES) is using \$62,550 of the funds received for the Drinking Water State Revolving Loan Fund (DWSRF) to fund 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 2016, DES sent leak detection project solicitations to all community water systems in New Hampshire. Forty-two water systems submitted applications with relevant details, such as a proposed project description and demonstration of need. Members of the DES Water Conservation Program reviewed the applications and selected all forty-two systems to be included in the Request for Proposals (RFP).

DES summarized the forty-two projects and posted an RFP for leak detection firms to place competitive bids. Four proposals were received. A three-person review team consisting of experienced DES personnel independently scored the proposals in terms of total cost, survey completion times, qualifications and experience, adequacy of approach, and overall project understanding. Arthur Pyburn & Sons, Incorporated (Pyburn) was selected by the review team as having the top ranking proposal. See Attachment A for a list of proposals and rankings.

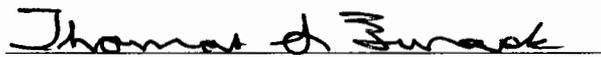
The proposal submitted by Pyburn provided a clear plan describing how the different leak detection techniques would be utilized and specifically considered the pipe materials and contact point spacing

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.

Pyburn will perform acoustic listening surveys on the distribution systems of the forty-two community water systems. The surveys will be conducted 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. 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 DES 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.



Thomas S. Burack
Commissioner

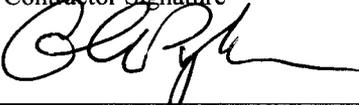
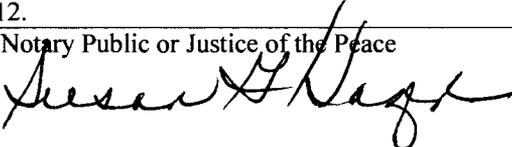
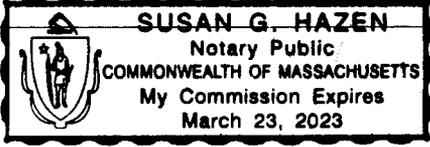
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive, Concord, NH 03301	
1.3 Contractor Name Arthur Pyburn & Sons, Incorporated		1.4 Contractor Address 1065 Summer Street, Lynnfield, MA 01940	
1.5 Contractor Phone Number 617-529-3646	1.6 Account Number 03-44-44-441018-4718-102	1.7 Completion Date October 15, 2017	1.8 Price Limitation \$62,550.00
1.9 Contracting Officer for State Agency Kelsey Vaughn, Environmentalist III		1.10 State Agency Telephone Number 603-271-0659	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Glen A. Pyburn president	
1.13 Acknowledgement: State of <u>MA</u> , County of <u>Essex</u> On <u>Dec 12, 2016</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			
1.14 State Agency Signature  Date: <u>12/21/2016</u>		1.15 Name and Title of State Agency Signatory Thomas S. Burack Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>12/22/16</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

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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 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 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 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, 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 SERVICES

Arthur Pyburn & Sons, Incorporated (Pyburn) will conduct comprehensive leak detection surveys on the water distribution systems of forty-two 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 forty-two water systems, totaling 504.40 miles of distribution pipe, have been selected by the New Hampshire Department of Environmental Services (Department) as follows:

PWSID	Water System	Town	Percent of System	Survey Miles
0202010	Abenaki Water/Lakeland	Belmont	100%	8.50
0262020	Abenaki Water/White Rock Water	Bow	97%	7.50
0201020	Belmont Water Department/North	Belmont	100%	3.50
0461010	Claremont Water Department	Claremont	17%	11.62
0481010	Colebrook Water Works	Colebrook	100%	10.00
0501010	Concord Water Department	Concord	27%	53.25
0511010	Conway Village Fire District	Conway	100%	21.00
0651010	Dover Water Department	Dover	100%	125.00
1212130	Eagle Brook	Jackson	100%	1.00
1141020	Emerald Lake Village District	Hillsborough	100%	13.00
0851010	Franklin Water Works	Franklin	29%	17.00
0224010	Glenciff Home for the Elderly	Benton	100%	3.67
0911020	Grasmere Village Water Precinct	Goffstown	4%	0.38
0881020	Gunstock Acres Village Water District	Gilford	100%	14.00
1071010	Hanover Water Department	Hanover	35%	13.00
1191020	Hopkinton Village Precinct	Hopkinton	100%	3.00
1281010	Laconia Water Works	Laconia	45%	50.00
0862010	Lake Ossipee Village	Freedom	100%	8.50
1361010	Lisbon Water Department	Lisbon	100%	2.00
1481010	Marlborough Water Works	Marlborough	100%	3.50
1392070	Midridge Condos	Londonderry	100%	0.14
1561010	Milford Water Utilities Department	Milford	47%	26.00
1581010	Milton Water District	Milton	50%	3.50
0912050	Mount Laurel Estates	Goffstown	100%	1.50
1101050	Mountain Lakes District Water Department	Haverhill	22%	4.00
1741010	Newport Water Works	Newport	6%	2.53
0162050	North Ledge	Bartlett	3%	0.12
1392010	Oakridge Condos	Londonderry	100%	0.60
1841010	Ossipee Water Department	Ossipee	48%	5.00
2462040, 2462050	Pillsbury Lake District/Franklin Pierce & Peninsula	Webster	100%	7.50

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2303010	Pine Grove Mobile Home Park	Swanzy	100%	2.50
1901010	Pittsburg Water Department	Pittsburg	100%	2.00
1971010	Raymond Water Department	Raymond	100%	15.20
1603010	Rolling Acres Mobile Home Park	Mont Vernon	100%	0.71
2011010	Rollinsford Water and Sewer District	Rollinsford	100%	7.00
0382010	Rosebrook Water	Carroll	100%	13.00
2041010	Rye Water District	Rye	100%	39.00
1053030	Taylor River Estates	Hampton	100%	1.50
2542070	Villages of Windham	Windham	100%	1.00
0612240	Willow Bend	Derry	100%	0.68
0112030	Wright Farm Condos	Atkinson	100%	1.50
Total Miles to Be Surveyed				504.40

Project Planning

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

Monthly Reporting to the Department

Pyburn 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 that have been contacted about their upcoming survey, the systems where a survey has been started, the systems where a survey has been completed, and the systems scheduled for a survey during the upcoming month.

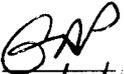
The conclusion of a leak detection survey is based on the successful completion of the following three tasks:

Task 1 - Initial Survey

Pyburn 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 Pyburn during the leak detection survey. Pyburn shall request the water system representatives clean out valve and service boxes, if needed, to facilitate the survey and operation of valves.

Pyburn shall utilize specialized equipment to “listen” for sounds on direct contact points, such as fire

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hydrants, main line gate valves, meter/curb valves, and blow-offs. The primary listening equipment to be used in the surveys shall be correlating noise loggers. 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 locations identified by the correlating noise loggers.

All hydrants shall be used as listening points. Valves (main line or service) shall be used as listening points when hydrants are not available or when spaced in excess of 1000 linear feet along the pipeline. Care shall be taken to ensure a good sound connection between listening devices and listening points.

The sound velocity of pipelines to be surveyed shall be determined and used in conjunction with the correlating noise loggers. 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.

Pipelines with a sound velocity of less than 3300 feet/second, such as PVC and HDPE, shall be surveyed using all available valves and using a ground microphone over the run of the pipeline at intervals between 5 and 10 feet.

The logging time for pipelines with a sound velocity between 3300 feet/sec and 3800 feet/sec shall not be less than 30 seconds per logging sample. The logging times for pipelines with a sound velocity greater than 3800 feet/sec shall not be less than 20 seconds per logging sample. A minimum of 3 recordings shall be made.

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.

Pyburn 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. Notes of suspected leak locations shall be made on a GPS mapping system.

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

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

Pyburn shall notify the system operator within 24 hours of any leaks discovered that are believed to be flowing in excess of 25 gallons per minute.

Task 3 - Leak Reports

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

Pyburn shall prepare a report and location map for each leak identified during the survey. The report shall contain a map identifying the leak location and contact points used to identify the leak, date of leak discovery, nearest street address of the leak location, type of leak (main, valve, hydrant, service), approximate leak size in gallons per minute, type of surface cover, pipe material, pipe size, and a summary of the correlation results.

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 original leak reports, a breakdown of the estimated rate of loss by source of leakage, and a summary of the project.

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 shall only include completed leak detection surveys. Payment shall not be made for partially completed surveys. Payments shall be made for the successful completion of all three tasks identified in Exhibit A at each of the forty-two community water systems listed below and in accordance with the following payment schedule:

PWSID	Water System	Town	Payment Amount
0202010	Abenaki Water/Lakeland	Belmont	\$1,000
0262020	Abenaki Water/White Rock Water	Bow	\$800
0201020	Belmont Water Department/North	Belmont	\$800
0461010	Claremont Water Department	Claremont	\$1,200
0481010	Colebrook Water Works	Colebrook	\$1,000
0501010	Concord Water Department	Concord	\$5,500
0511010	Conway Village Fire District	Conway	\$2,200
0651010	Dover Water Department	Dover	\$13,150
1212130	Eagle Brook	Jackson	\$1,100
1141020	Emerald Lake Village District	Hillsborough	\$500
0851010	Franklin Water Works	Franklin	\$1,800
0224010	Glencliff Home for the Elderly	Benton	\$1,000

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0911020	Grasmere Village Water Precinct	Goffstown	\$400
0881020	Gunstock Acres Village Water District	Gilford	\$1,500
1071010	Hanover Water Department	Hanover	\$1,500
1191020	Hopkinton Village Precinct	Hopkinton	\$800
1281010	Laconia Water Works	Laconia	\$5,300
0862010	Lake Ossipee Village	Freedom	\$1,000
1361010	Lisbon Water Department	Lisbon	\$800
1481010	Marlborough Water Works	Marlborough	\$800
1392070	Midridge Condos	Londonderry	\$400
1561010	Milford Water Utilities Department	Milford	\$2,700
1581010	Milton Water District	Milton	\$500
0912050	Mount Laurel Estates	Goffstown	\$500
1101050	Mountain Lakes District Water Department	Haverhill	\$1,000
1741010	Newport Water Works	Newport	\$500
0162050	North Ledge	Bartlett	\$600
1392010	Oakridge Condos	Londonderry	\$600
1841010	Ossipee Water Department	Ossipee	\$800
2462040, 2462050	Pillsbury Lake District/Franklin Pierce & Peninsula	Webster	\$1,000
2303010	Pine Grove Mobile Home Park	Swanzey	\$600
1901010	Pittsburg Water Department	Pittsburg	\$800
1971010	Raymond Water Department	Raymond	\$1,600
1603010	Rolling Acres Mobile Home Park	Mont Vernon	\$500
2011010	Rollinsford Water and Sewer District	Rollinsford	\$800
0382010	Rosebrook Water	Carroll	\$1,500
2041010	Rye Water District	Rye	\$4,000
1053030	Taylor River Estates	Hampton	\$500
2542070	Villages of Windham	Windham	\$500
0612240	Willow Bend	Derry	\$500
0112030	Wright Farm Condos	Atkinson	\$500
Total Payment Amount			\$62,550

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 *GAP*
Date 12/11/16

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 ARTHUR PYBURN & SONS, INCORPORATED is a Massachusetts Profit Corporation registered to transact business in New Hampshire on December 08, 2016. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 761030



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 8th day of December A.D. 2016.

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

William M. Gardner
Secretary of State

Certificate of Vote

Annual Meeting March 8th, 2016

I hereby certify the Joint Meeting of Stockholders and Directors of ARTHUR PYBURN & SONS INC., duly held on the 8th day of March, 2016, at the office of the Corporation, all Stockholders and Directors being present and voting, on motion duly made and seconded, it was unanimously

VOTED: Glen A Pyburn President,
Luke T. Pyburn Treasurer and Clerk

VOTED: Glen A. Pyburn, Nicola T. Pyburn, and Luke T. Pyburn are the Directors of the Corporation.

VOTED: Glen A. Pyburn as president or Luke T. Pyburn as Treasurer shall have the right to bind the corporation to any and all contracts deemed by them to be in the best interest of the corporation.

VOTED: Reaffirm that Gregory S. Pyburn, Manager of the "Technical Services" division shall have the right to bind the corporation to "Technical Services Contracts", for a period of up to one year, for any one contract; for contract up to but not exceeding Twenty Five Thousand Dollars.

VOTED: That any one of the following individuals will have the power to borrow money from any source on behalf of the Corporation, or to perform all acts incidental thereto:

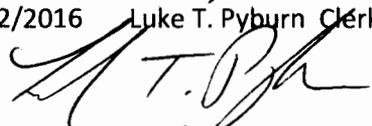
- I) Glen A. Pyburn, President
- II) Luke T. Pyburn Treasurer/ Clerk

NOTE: This represents no changes from annual meeting March 10, 2015

Luke T. Pyburn – Clerk 3/8/2016

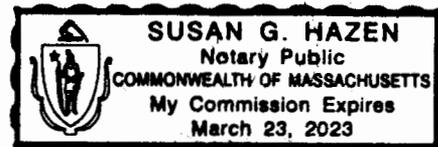
 3/8/2016

12/12/2016 Luke T. Pyburn Clerk

 12/12/2016

Date notary signature & seal

12/12/16 Susan G. Hazen 



**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
Arthur Pyburn & Sons Inc.	58	60	60	60	55	293	1
Consulting Engineering, Inc.	58	52	55	60	55	280	2
Matchpoint Water Asset Management	58	52	57	45	50	262	3
EnTech Engineering, Inc.	35	50	35	25	40	185	4

Review Team Members

Name	Title	Bureau	Years of Service
Stacey Herbold	Environmentalist IV	Drinking Water and Groundwater Bureau	12
Kelsey Vaughn	Environmentalist III	Drinking Water and Groundwater Bureau	5
Luis Adorno	Environmental Program Manager	Drinking Water and Groundwater Bureau	3