



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES

Thomas S. Burack, Commissioner



December 17, 2013

Her Excellency, Governor Margaret Wood Hassan
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 of Lynnfield, Massachusetts (Vendor Code #161656), in an amount not to exceed \$62,240 to conduct leak detection surveys at twenty-three New Hampshire community water systems, effective upon Governor and Council approval through December 31, 2014. 100% Federal Funds.

Funding is available in the account as follows.

| | |
|--|----------------|
| | <u>FY 2014</u> |
| 03-44-44-441018-4718-102-500731 | \$62,240 |
| Department of Environmental Services, DWSRF Administration, Contracts for Program Services | |

EXPLANATION

The Department is using \$62,240 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.

The Department sent a request for water loss identification projects to all community water systems in New Hampshire. Twenty-three water systems responded to the request with a proposed project description and demonstration of need.

The Department summarized the twenty-three projects and posted a request for proposals for leak detection firms to place competitive bids. Eleven proposals were received. A three person review team consisting of experienced Department 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 was selected by the review team as having the top ranking proposal. See attachment A for a list of proposals and rankings.

Leak detection requires the utilization of specialized equipment to “listen” for sounds created by a water leak that resonate along the walls of a pipe. A leak detection survey is most commonly conducted by listening to contact points such as valves and hydrants that are located within a water system’s distribution network. However, factors such as pipe material and contact point spacing may limit sound intensity and the distance that leak sounds will travel. Therefore it is often necessary to locate and listen

directly over a water main at discrete intervals, thereby increasing the length of time and cost to complete a survey.

Arthur Pyburn & Sons' proposal 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.

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

We respectfully request your approval.



Thomas S. Burack
Commissioner

Attachment A

Ranking Criteria of Firms Responding to Request for Qualifications

All ranking criteria evenly weighted at 20% of total score

| 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 |
|-----------------------|---|--|--|-------------------------------|-------------------------|--------------------|
| ARTHUR PYBURN | 56 | 58 | 58 | 58 | 55 | 285 |
| HEATH CONSULTANTS | 57 | 58 | 58 | 55 | 56 | 284 |
| M2 WATER SERVICES | 58 | 57 | 57 | 48 | 53 | 273 |
| WATER LOSS SYSTEMS | 56 | 57 | 33 | 55 | 55 | 256 |
| ME SIMPSON | 48 | 53 | 41 | 48 | 45 | 235 |
| UTILITY SERVICE ASSOC | 47 | 50 | 48 | 41 | 48 | 234 |
| AMERICAN LEAK DETECT | 53 | 54 | 38 | 34 | 48 | 227 |
| WACHS WATER SVCS | 48 | 47 | 44 | 42 | 43 | 224 |
| 64 SECONDS | 44 | 36 | 41 | 41 | 48 | 210 |
| UTILITY SERVICE GROUP | 38 | 45 | 32 | 27 | 38 | 180 |
| PROWLER WATER CONS | 45 | 36 | 38 | 55 | 5 | 179 |

Department Selection Committee

| NAME | TITLE | BUREAU | YEARS OF SERVICE |
|------------------|----------------------|---------------------------------------|-------------------------|
| DEREK BENNETT | ENVIRONMENTALIST IV | DRINKING WATER AND GROUNDWATER BUREAU | 14 |
| SUSAN WILLOUGHBY | SANITARY ENGINEER II | DRINKING WATER AND GROUNDWATER BUREAU | 13 |
| STACEY HERBOLD | ENVIRONMENTALIST III | DRINKING WATER AND GROUNDWATER BUREAU | 9 |

Subject: Arthur Pyburn & Sons, Inc - Leak Detection at Community Water Systems

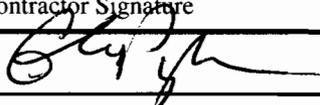
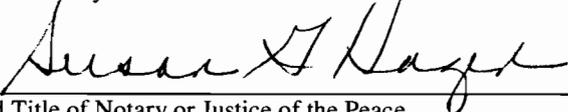
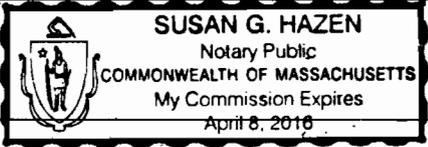
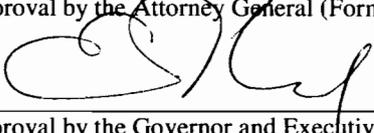
FORM NUMBER P-37 (version 1/09)

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 03302-0095 | |
| 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 December 31, 2014 | 1.8 Price Limitation \$62,240 |
| 1.9 Contracting Officer for State Agency Derek S. Bennett, Environmentalist IV | | 1.10 State Agency Telephone Number 603-271-6685 | |
| 1.11 Contractor Signature  | | 1.12 Name and Title of Contractor Signatory Glen A. Pyburn pres & treas | |
| 1.13 Acknowledgement: State of MA, County of Essex On 11/25/13, 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 Susan G. Hazen | | | |
| 1.14 State Agency Signature  | | 1.15 Name and Title of State Agency Signatory Thomas S. Burack, Commissioner NHDES | |
| 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) By:  On: 12-18-13 | | | |
| 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.

Contractor Initials GAP
Date 11/25/13

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 SERVICES

Arthur Pyburn & Sons, Incorporated (Arthur Pyburn & Sons) will conduct comprehensive leak detection surveys on the water distribution systems of twenty-three New Hampshire community water systems. The twenty-three water systems totaling 585.95 miles of distribution have been selected by the New Hampshire Department of Environmental Services (Department) as follows:

| PWSID | WATER SYSTEM | PERCENT OF SYSTEM | SURVEY MILES |
|-----------------------------------|-----------------------------------|--------------------------|---------------------|
| 0062050 | LAKESIDE AT WINNIPESAUKEE | 100.0% | 1.75 |
| 0161020 | LOWER BARTLETT WATER PRECINCT | 30.0% | 7.50 |
| 0343020 | SIX FLAGS MHP | 100.0% | 1.00 |
| 0382010 | ROSEBROOK | 100.0% | 13.00 |
| 0501010 | CONCORD WATER PROJECT A | 10.0% | 22.00 |
| 0501010 | CONCORD WATER PROJECT B | 10.0% | 19.00 |
| 0501010 | CONCORD WATER PROJECT C | 5.0% | 12.25 |
| 0691010 | UNH / DURHAM WATER SYSTEM | 100.0% | 27.00 |
| 0951010 | VILLAGE DISTRICT OF EASTMAN | 100.0% | 40.00 |
| 1051010 | AQUARION | 100.0% | 136.40 |
| 1101020 | NORTH HAVERHILL WATER & LIGHT | 100.0% | 10.15 |
| 1181010 | CENTRAL HOOKSETT WATER PRECINCT | 100.0% | 25.00 |
| 1321010 | LEBANON WATER | 44.0% | 38.70 |
| 1392180 | CENTURY VILLAGE CONDO ASSOCIATION | 100.0% | 3.00 |
| 1471010 | MANCHESTER WATER WORKS | 17.0% | 85.00 |
| 1531010 | MERRIMACK VILLAGE DISTRICT | 54.0% | 46.90 |
| 1951020 | PORTSMOUTH (PEASE) | 100.0% | 30.10 |
| 1971010 | RAYMOND WATER DEPARTMENT | 100.0% | 15.19 |
| 2003020 | ACORN TERRACE | 100.0% | 1.00 |
| 2041010 | RYE WATER DISTRICT | 100.0% | 36.00 |
| 2301010 | NORTH SWANZEY WATER | 58.0% | 2.65 |
| 2392030 | MICHAWANIC VILLAGE | 100.0% | 2.00 |
| 2453020 | KUNCANOWET HILLS | 100.0% | 4.63 |
| 2462040 | PILLSBURY LAKE WATER DISTRICT | 40.0% | 4.00 |
| 2542010 | PEU GOLDENBROOK | 100.0% | 1.73 |
| TOTAL MILES TO BE SURVEYED | | | 585.95 |

GP 1/15/12

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

Task 1 - Initial Survey

Arthur Pyburn & Sons 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 Arthur Pyburn & Sons during the leak detection survey. Water system representatives shall be responsible for cleaning out valve and service boxes if needed to facilitate the survey and operation of valves to aid in determining leak repair responsibility.

Arthur Pyburn & Sons 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 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 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

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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.

Arthur Pyburn & Sons shall manually listen to the recordings made by all pods to check the accuracy of the correlator results. 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, Arthur Pyburn & Sons shall return to areas of confirmed leakage following repair to rule out other leaks that may be present.

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

Arthur Pyburn & Sons shall notify 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

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

Arthur Pyburn & Sons 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 tasks will be performed to the satisfaction of the Department before payment is made. Payments will be made by the Department within 30 days of invoice receipt and approval. Invoices may be submitted to the Department for payment no more than once per month and will only include completed leak detection surveys. Payment will not be made for partially completed surveys.

The maximum contract will not exceed \$62,240 to successfully complete all three tasks at each of the twenty-three community water systems identified in exhibit A.

EXHIBIT C

GAP
11/25/12

SPECIAL PROVISIONS

Federal Funds paid under this agreement are from a Grant to the State from the United States Environmental Protection Agency, Fiscal Year 2013 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 DES with their Data Universal Numbering System (DUNS) number.

GA
11/25/13

CERTIFICATE OF VOTE

At a duly authorized meeting of the Board of Directors of // (the "Company"), held // it was VOTED that Glen A. Pyburn, the president & treasurer 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 Glen A. Pyburn 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.

 11/8/2013 Date Clerk / Secretary

Corporate Seal

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, a(n) Massachusetts corporation, is authorized to transact business in New Hampshire and qualified on November 12, 2013. I further certify that all fees required by the Secretary of State's office have been received.



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 November, A.D. 2013

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

