



The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner

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February 14, 2020

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 Hydrevolution (VC #314687), Seattle, WA, in the amount of \$83,000 in order to conduct leak detection surveys at 49 New Hampshire community water systems, effective upon approval by Governor and Council through November 30, 2020. 100% Federal Funds.

Funding is available in the following account:

	<u>FY 2020</u>
03-44-44-441018-4718-102-500731	\$83,000
Department of Environmental Services, DWSRF Administration, Contracts for Program Services	

EXPLANATION

The Department of Environmental Services (DES) is using \$83,000 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 2019, DES sent leak detection project solicitations to all community water systems in New Hampshire. Fifty-two water systems submitted applications with relevant details, such as a proposed project description and demonstration of need. Members of the DES Drinking Water and Groundwater Bureau reviewed the applications and selected 48 systems to be included in the Request for Proposals (RFP).

DES summarized the projects and posted an RFP for leak detection firms to place competitive bids. Eleven 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. Hydrevolution, LLC was selected by the review team as having the top ranking proposal and the lowest cost. See Attachment A for a list of proposals and rankings.

The proposal submitted by Hydrevolution, LLC 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 and overall approach ensure a maximum return on investment in the form of water loss recovery and energy savings.

Hydrevolution, LLC will perform acoustic listening surveys on the distribution systems of the 49 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 of this item.



Robert R. Scott, Commissioner

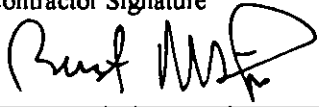

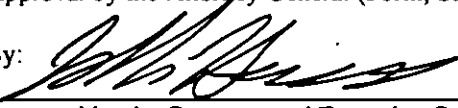
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive, Concord, NH 03301	
1.3 Contractor Name Hydreolution, LLC		1.4 Contractor Address 1916 Pike Place, Suite 12-1370 Seattle, WA 98101	
1.5 Contractor Phone Number (844) 493-7386	1.6 Account Number 03-44-44-441018-4718-102	1.7 Completion Date November 30, 2020	1.8 Price Limitation \$83,000.00
1.9 Contracting Officer for State Agency Stacey Herbold, Water Conservation and Use Program Manager		1.10 State Agency Telephone Number (603) 271-6685	
1.11 Contractor Signature  Date: 1/16/2020		1.12 Name and Title of Contractor Signatory Robert Meston, President	
1.13 State Agency Signature  Date: 2-14-20		1.14 Name and Title of State Agency Signatory Robert R. Scott, Commissioner, NH-DES	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)			
By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)			
By: 		On: 2/24/2020	
1.17 Approval by the Governor and Executive Council (if applicable)			
G&C Item number:		G&C Meeting Date:	

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, 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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provide in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

5.2 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 applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

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

6.3 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, 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 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) 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 B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

10. 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.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. **INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

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

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or 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. 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.

17. 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.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.

Contractor Initials *RU*
Date 1/16/2020

EXHIBIT A
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 NHDES and the Grantee. Additionally, the Grantee shall comply with the terms of the Federal Funding Accountability and Transparency Act (FFATA) by providing NHDES with their Data Universal Numbering System (DUNS) number.


EXHIBIT B
SCOPE OF SERVICES

This Agreement consists of the following documents: Exhibit A Special Provisions, Exhibit B Scope of Services, Exhibit C Payment Terms, Certificate of Good Standing, Certificate of Vote/Authority, Certificate of Insurance, and Workers' Compensation Coverage, and DUNS, which are all incorporated herein by reference as it fully set forth herein".

Hydrevolution, LLC (Hydrevolution) shall perform work outlined in the proposal entitled *Proposal: Leak Detection Surveys at NH Community Water Systems*, dated 10/7/2019, and incorporated herein by reference.

Hydrevolution shall conduct comprehensive leak detection surveys on the water distribution systems of forty-nine 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-nine water systems, totaling 1,052 miles of distribution pipe, have been selected by the New Hampshire Department of Environmental Services (NHDES) as follows:

PWSID	Water System	Town	Total Miles of Pipe	% of System
1051010	Aquarion Water/NH	Hampton	50	37%
0161010	Bartlett Village Water Precinct	Bartlett	5	100%
0201010	Belmont Water Department	Belmont	8	67%
0261010	Bow Municipal Water System	Bow	6	100%
0702020	Brandywine	East Kingston	2	100%
2232200	Chisholm Farm	Stratham	1	100%
0461010	Claremont Water Department	Claremont	70	100%
0501010	Concord Water Department	Concord	63	32%
0511010	Conway Village Fire District	Conway	25	100%
0651010	Dover Water Department	Dover	60	48%
1141020	Emerald Lake Village District	Hillsborough	13	100%

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0751010	Enfield Water Department	Enfield	10.5	100%
0771010	Epsom Village Water District	Epsom	10	100%
0224010	Glencliff Home for the Elderly	Benton	5	100%
2232010	Glengarry Condominiums	Stratham	1	100%
0911010	Goffstown Village Precinct	Goffstown	29	100%
0991010	Greenville Water Department	Greenville	9	100%
1191020	Hopkinton Village Precinct	Hopkinton	3	100%
1241010	Keene Water Department	Keene	61	51%
0882150	Lake Shore Park	Gilford	3.25	100%
1321010	Lebanon Water Department	Lebanon	72	100%
1471010	Manchester Water Works	Manchester	253	50%
1481010	Marlborough Water Works	Marlborough	6	100%
0762040	Melling Glen	Epping	2	100%
2392030	Michawanic Village Condominiums	Wakefield	4	100%
1561010	Milford Water Utilities Department	Milford	64	100%
1581010	Milton Water District	Milton	8	100%
2232070	Montrose Condominiums	Stratham	1	100%
0883030	Mountain View Housing	Gilford	1	100%
0912050	Mt Laurel Estates	Goffstown	2	100%
1741010	Newport Water Works	Newport	15	36%
1101020	North Haverhill Water & Light District	Haverhill	25	100%
1841010	Ossipee Water Department	Ossipee	12	100%
2003030	Paradise Estates	Rochester	1.25	100%
0802010	Pickpocket Woods	Exeter	1	100%
2462040, 2462050	Pillsbury Lake/ Franklin Pierce & Pillsbury Lake/ Peninsula	Webster	10	100%
2303010	Pine Grove Mobile Home Park	Swanzey	3	100%
1941010	Plymouth Village Water & Sewer District	Plymouth	14.9	54%
1971010	Raymond Water Department	Raymond	16	100%
2001010	Rochester Water Department	Rochester	22	15%
2041010	Rye Water District	Rye	46	100%
0343020	Six Flags Mobile Home Park	Campton	2	100%
0162410	Stillings Grant	Bartlett	2	100%
2232090	Stratham Woods	Stratham	2	100%
0202020	Sunray Shores Water District	Belmont	2	100%
2562010	Wentworth Estates	Wolfboro	1	100%
2531010	Winchester Water Department	Winchester	29	100%
		TOTAL	1,052 miles	

Project Planning

At least one month prior to the survey season, Hydrevolution should provide a survey schedule for the

Contractor Initials 

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systems, indicating when the surveys shall take place. When conditions are adequate for the survey season to begin, Hydrevolution shall post a document to Google Docs and share the document with NHDES. This document shall include a list of the community water systems listed above. This document shall be continuously updated to indicate the status of the leak detection surveys at each of the water systems, including at least the estimated start dates for the surveys, 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.

Communication and Meetings

Hydrevolution, LLC shall contact each water system prior to the leak detection survey and request the following:

- A map in the form of a PDF file or paper plan of the area to be surveyed that shows pipe materials, pipe diameters, and contact points. If pipe materials, pipe diameters, or contact points 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 name, phone number, and email address of the water system representative that shall be the point of contact for the survey.
- Hydrevolution shall request, if needed, the water system representative to clean out valve and service boxes to facilitate the survey and operation of valves.

Hydrevolution shall schedule the survey and provide reasonable accommodation to meeting the needs of the water system representative's schedule both before the survey (to conduct the necessary preparatory work) and during the survey. Hydrevolution shall work with the system representative to determine when the system representative will be available to assist with the survey and if the system representative would like to be present during other portions of the survey.

Prior to starting the survey at each system, Hydrevolution shall meet with the system representatives. During the meeting Hydrevolution shall provide a clear understanding of the survey process and methodology, go over the days or hours Hydrevolution plans to be onsite to complete the survey, and review communication expectations during the survey. Hydrevolution shall also go over the water system plans provided by the system with the representative.

Hydrevolution shall check in with the water system representative daily to summarize the findings in the field and, if necessary or per the representative's request, review results in the field. For systems that take a day or less to survey, Hydrevolution shall provide a leak sheet to the representative day of. For all other systems, leak sheets shall be provided no later than the next day. Upon completion of the survey, Hydrevolution shall hold a brief close out meeting with the representative.

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Completion of Leak Detection Surveys

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

Task 1 - Initial Listening Survey

Hydrevolution shall utilize specialized equipment to “listen” for sounds on direct contact points, such as, but not limited to, fire hydrants, main line gate valves, meter/curb valves, and blow-offs. System configuration, pipe material, pipe diameter, contact point spacing, system pressure, soil type, equipment sensitivity, and other variables shall be considered when selecting the most appropriate equipment and method for performing the initial listening survey.

The sound velocity of pipelines to be surveyed shall be determined and used in conjunction with the leak detection equipment. Prior to starting the survey of a system, a false leak shall be created to determine how far away leak detection equipment can detect the noise. Valves, hydrants, and services shall be checked at the determined distance or closer. Intersecting pipelines shall be surveyed from at least two directions and at least three listening points.

Since PVC is a poor sound conductor, all available appurtenances shall be checked on PVC pipe. If water distribution lines do not have available appurtenances or appurtenances are further than acoustic equipment can measure, a surface microphone shall be used to listen directly over the lines at 6-10' intervals. A test rod and/or resonance plate in conjunction with the ground microphone shall be used in instances where the main is located more than three feet off a hard surface.

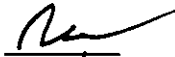
Survey tracking sheets shall be used to track areas surveyed. When leak noise is detected, the appurtenance used to detect the noise shall be documented for pinpointing.

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 – Secondary Listening Survey and Pinpointing Phase

All areas identified during the initial listening survey 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 initial listening survey.

Hydrevolution shall perform an intensified pattern of sonic tests directly over the mains and services to identify the location of the leak. An electronic digital leak noise correlator shall be used as a pinpointing tool where possible and a ground microphone shall be used to confirm the correlator results and the leak location.

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When a hydrant leak is suspected, the hydrant shall be valved off where possible and the main line shall be further surveyed.

Once a leak is pinpointed, a leak sheet shall be filled out with the applicable information.

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

System maintenance needs observed such as broken/missing valve lids, etc. shall be documented, as well as observations of other sources of water which may be causing leak problems such as storm drains or irrigation.

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

Hydrevolution shall notify the water system representative within 24 hours of any leaks discovered. If Hydrevolution is unable to reach the client within 24 hours, a follow-up after 24 hours will be acceptable as long as Hydrevolution has made adequate attempts of reaching client to report leaks.

Task 3 - Leak Reports

Hydrevolution shall prepare a report for each leak identified during the survey. The report shall contain the following and be based on the leak report template provided by NHDES:

- The date of leak discovery;
- Leak consultant initials;
- A photograph of the leak location;
- A map identifying the leak location and contact points used to identify the leak;
- The nearest street address of the leak location;
- The latitude and longitude of the leak location;
- The type of leak (main, valve, hydrant, service, etc.);
- The approximate leakage rate in gallons per minute;
- Leak severity classification;
- The type of surface cover, pipe material, and pipe size of the leak location;
- The method used for locating the leak; and
- An indication if the leak was visible or not.

At the conclusion of each survey, a final report shall be prepared and submitted by email to NHDES and copied to the water system. The final report shall be in PDF format and include the following:

- A summary of the project, including at least the following:
 - methodology used for that particular system and why;

Contractor Initials 

Date 1/16/2020


- dates of survey;
- miles surveyed;
- number of leaks found; and
- description of difficult areas to survey and what could be done to resolve this in the future;
- A copy of all leak reports as outlined above;
- A summary table of address, cross street, latitude, longitude, leak type, pipe material, pipe size, and estimated gpm;
- A table of the number of leaks by leak type;
- A table of the leakage volume by leak type;
- A table of the number of visible vs non-visible leaks;
- A table of the leakage volume of visible vs non-visible leaks;
- Project observations and maintenance needs;
- Survey review;
- Pinpointing review; and
- Recommendations and conclusions.

Upon completion of all of the surveys, a Microsoft Excel document with editing capabilities shall be submitted to NHDES. The document shall contain a list of all leaks found, including the system name, address, cross street, latitude, longitude, leak type, pipe material, pipe size, and estimated gpm.

EXHIBIT C
BUDGET & PAYMENT METHOD

All services shall be performed to the satisfaction of NHDES before payment is made. Payments shall be made by NHDES within 30 days of invoice receipt and approval. Invoices shall be submitted to NHDES for payment no more than once per month and only for water systems where the scope of services included in Exhibit A have been completed. Payments shall be made for the successful completion of all actions and tasks identified in Exhibit A at each of the community water systems listed below and in accordance with the following payment schedule:

PWSID	Water System	Town	Hydrevolution
1051010	Aquarion Water/NH	Hampton	\$3,500.00
0161010	Bartlett Village Water Precinct	Bartlett	\$500.00
0201010	Belmont Water Department	Belmont	\$500.00
0261010	Bow Municipal Water System	Bow	\$500.00
0702020	Brandywine	East Kingston	\$250.00
2232200	Chisholm Farm	Stratham	\$250.00
0461010	Claremont Water Department	Claremont	\$5,000.00
0501010	Concord Water Department	Concord	\$4,500.00
0511010	Conway Village Fire District	Conway	\$2,000.00

Contractor Initials 
Date 4/16/2020

0651010	Dover Water Department	Dover	\$4,500.00
1141020	Emerald Lake Village District	Hillsborough	\$2,000.00
0751010	Enfield Water Department	Enfield	\$1,000.00
0771010	Epsom Village Water District	Epsom	\$1,000.00
0224010	Glenclyff Home for the Elderly	Benton	\$500.00
2232010	Glengarry Condominiums	Stratham	\$250.00
0911010	Goffstown Village Precinct	Goffstown	\$2,000.00
0991010	Greenville Water Department	Greenville	\$1,000.00
1191020	Hopkinton Village Precinct	Hopkinton	\$500.00
1241010	Keene Water Department	Keene	\$4,500.00
0882150	Lake Shore Park	Gilford	\$750.00
1321010	Lebanon Water Department	Lebanon	\$5,000.00
1471010	Manchester Water Works	Manchester	\$18,000.00
1481010	Marlborough Water Works	Marlborough	\$500.00
0762040	Melling Glen	Epping	\$250.00
2392030	Michawanic Village Condominiums	Wakefield	\$500.00
1561010	Milford Water Utilities Department	Milford	\$4,500.00
1581010	Milton Water District	Milton	\$1,000.00
2232070	Montrose Condominiums	Stratham	\$250.00
0883030	Mountain View Housing	Gilford	\$250.00
0912050	Mt Laurel Estates	Goffstown	\$250.00
1741010	Newport Water Works	Newport	\$1,000.00
1101020	North Haverhill Water & Light District	Haverhill	\$2,500.00
1841010	Ossipee Water Department	Ossipee	\$1,000.00
2003030	Paradise Estates	Rochester	\$250.00
0802010	Pickpocket Woods	Exeter	\$250.00
2462040, 2462050	Pillsbury Lake/ Franklin Pierce & Pillsbury Lake/ Peninsula	Webster	\$1,000.00
2303010	Pine Grove Mobile Home Park	Swanzey	\$500.00
1941010	Plymouth Village Water & Sewer District	Plymouth	\$1,000.00
1971010	Raymond Water Department	Raymond	\$1,000.00
2001010	Rochester Water Department	Rochester	\$1,500.00
2041010	Rye Water District	Rye	\$3,500.00
0343020	Six Flags Mobile Home Park	Campton	\$500.00
0162410	Stillings Grant	Bartlett	\$500.00
2232090	Stratham Woods	Stratham	\$250.00
0202020	Sunray Shores Water District	Belmont	\$500.00
2562010	Wentworth Estates	Wolfeboro	\$250.00
2531010	Winchester Water Department	Winchester	\$2,000.00
			\$83,000.00

Contractor Initials

Date

[Signature]
1/16/2020

CERTIFICATE OF AUTHORITY

I, Robert Meston, hereby certify that I am the controlling member of Hydrevolution, LLC and have been since April 02, 2019.

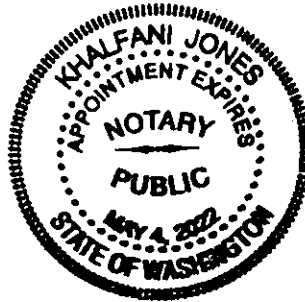
I Hereby certify that I am authorized to bind the LLC.

I hereby further certify and acknowledge that the State of New Hampshire will rely on this certification as evidence that I have full authority to bind the LLC.

Signed: Robert D Meston
Dated: 1/16/2020

State of Washington, County of Pierce. On this the 16th day of January 2020, before me Khalfani Jones the undersigned officer, personally appeared Robert David Meston known to me (or satisfactorily proven) to be the person whose Name is subscribed to the within instrument and acknowledged that he/she executed the same for the Purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

Khalfani Jones





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/15/2020

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

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

PRODUCER COVERHOUND INC 5635 LINDERO CANYON ROAD SUITE 420 WESTLAKE VILLAGE CA 91362	CONTACT NAME: Chubb Customer Service Center PHONE: (866) 972-2727 EMAIL: Chubbccac@chubb.com
INSURED Hydrevolution, LLC 1916 Pike Place, 12-1370 Seattle WA 98101	INSURER(S) AFFORDING COVERAGE INSURER A: Pacific Indemnity Insurance Company MAIC # 20346 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

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

TYPE OF INSURANCE	ADDITIONAL INSURED (INS/D/VO)	POLICY NUMBER	POLICY PERIOD (MM/DD/YYYY)	POLICY PERIOD (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		SERWAP149126055	05/01/2019	05/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
WORKERS COMPENSATION AND EMPLOYER'S LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> STATE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES ABOVE. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES.

CERTIFICATE HOLDER State of New Hampshire, Department of Environmental Services 29 Hazen Drive, PO Box 95 Concord, NH 03302-0095	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Patricia Luc</i>

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State of New Hampshire

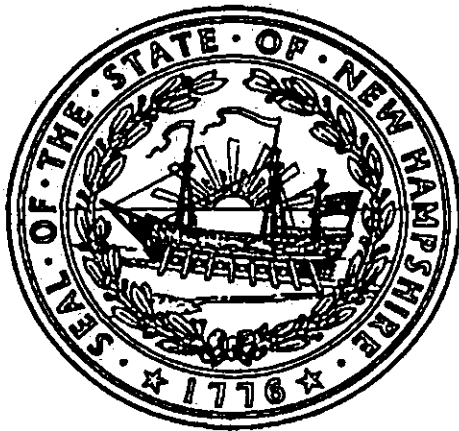
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that HYDREEVOLUTION, LLC is a Washington Limited Liability Company registered to transact business in New Hampshire on January 15, 2020. 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: 834633

Certificate Number: 0004779304



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 16th day of January A.D. 2020.

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

William M. Gardner
Secretary of State

**Attachment A
Leak Detection Survey Proposal Rankings**

**Rankings for Firms Responding to Request for Proposals
(Points available per category = 30)**

FIRM	Overall Understanding (30 Points)	Adequacy of Approach (30 points)	Qualifications and Experience (30 Points)	Total Cost (30 Points)	Time to Complete (30 Points)	Total	Rank
Hydrevolution, LLC	25	23	24	30	22	124	1
New England Water Distribution Services, LLC	25	24	29	23	22	123	2
Matchpoint Water Asset Management Inc.	23	22	27	16	20	108	3
Water Loss Systems Inc.	20	19	26	20	17	102	4
Utility Services Associates	20	20	22	17	19	98	5
Scott Enterprises	18	20	19	23	17	97	7
Consulting Engineering, Inc.	22	15	23	17	15	92	8
American Leak Detection	19	16	13	15	16	79	9
QNRW	19	17	16	12	13	77	10
EnTech Engineering, Inc.	14	15	10	6	7	52	11
Utilis	14	11	8	7	5	45	12

Review Team Members

Name	Title	Bureau	Years of Service
Stacey Herbold	Environmentalist IV	Drinking Water and Groundwater Bureau	15
Kelsey Vaughn	Environmentalist III	Drinking Water and Groundwater Bureau	8
Luis Adorno	Environmental Program Manager	Drinking Water and Groundwater Bureau	6