



The State of New Hampshire
Department of Environmental Services

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Robert R. Scott, Commissioner

March 28, 2022

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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 CorrTech, Inc. (CorrTech) (VC #162305-B001), Hopkinton, MA, in the amount of \$136,962.00 to conduct the confined space inspection of multiple potable water storage tanks, effective upon approval by Governor and Council through December 31, 2022. Funding is 100% Drinking Water State Revolving Fund (DWSRF).

Funding is available in the account as follows.

	<u>FY 2022</u>
03-44-44-441018-4790-102-500731	\$136,962.00
Department of Environmental Services, DWSRF Loan Management, Contracts for Program Services	

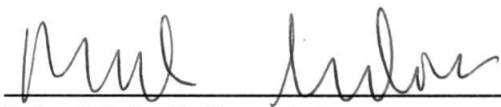
EXPLANATION

DES requests approval to enter into a contract with CorrTech to conduct the inspection of multiple potable water storage tanks at public water systems throughout the State. Administrative Rule Env-Dw 500 Operation and Maintenance requires operators and suppliers of water to keep all necessary public water system components in operation and maintain such components in good operating condition to ensure components function as intended. This initiative will aid with understanding and managing the condition of one of the most important assets within a water utility. New Hampshire has a substantial number of potable water storage tanks that have never been inspected and are nearing the end of the asset life expectancy.

DES solicited interest from water systems with tanks less than 20,000 gallons to participate in a program to have a qualified inspector evaluate the structural integrity of these assets. A Request for Proposal (RFP) was prepared that included systems that showed interest in participating. The RFP was sent to four firms that specialized on this type of work and was also posted on the Department of Administrative Services Purchase and Property website. Responses to the RFP resulted in four bidders. See Attachment A for the companies that responded and the respective ranking of those proposals. CorrTech has indicated they have the staff, qualifications, and experience suitable to conduct the work as identified in the RFP's scope of services. CorrTech was selected based on these qualifications and overall understanding of the RFP. This program will result in the inspection, and subsequently required cleaning, of 42 tanks in 28 communities.

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.

for 
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 03302	
1.3 Contractor Name CorrTech, Inc.		1.4 Contractor Address 25 South Street, Hopkinton, MA 07148	
1.5 Contractor Phone Number 508-435-0090	1.6 Account Number 03-44-44-441018-4790-102	1.7 Completion Date December 31, 2022	1.8 Price Limitation \$136,962.00
1.9 Contracting Officer for State Agency Kathryn Moran, Environmentalist III		1.10 State Agency Telephone Number 603-271-1994	
1.11 Contractor Signature  Date: 17 MAR 2022		1.12 Name and Title of Contractor Signatory Elizabeth McQuaide, President	
1.13 State Agency Signature  Date: 4/5/22 For		1.14 Name and Title of State Agency Signatory Robert R. Scott Commissioner, NHDES	
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: 4/11/2022			
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 1.13 ("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 provided 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.

10.1 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.

10.2 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.

10.3 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 10.2 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.

Exhibit A
Special Provisions

Federal Funds paid under this Agreement are from a Grant to the State from 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 the New Hampshire Department of Environmental Services (NHDES) 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.

Exhibit B
Scope of Services

This Agreement consist 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, Worker's Compensation Coverage, and DUNS, which are all incorporated herein by reference.

CorrTech, Inc. ("CorrTech" or "Contractor") shall perform the cleaning and inspection of multiple potable water storage tanks at various public water systems throughout the State of New Hampshire. Appendix A contains a list of tanks to be cleaned and inspected.

CorrTech shall perform work outlined in the proposal entitled "Public Water Systems Tank Cleaning and Inspections RFP – Drinking Water and Groundwater Bureau," dated January 7, 2022 and incorporated herein by reference. In the event of conflicting Scope of Services between this Exhibit B and the above referenced proposal, the tasks as outlined in this Exhibit B shall control.

CorrTech shall perform the following tasks for each tank/system:

Communication with Systems and System Owner Responsibilities

Communication with the water systems is considered an important aspect to this project. CorrTech will:

- A. Contact each system via the contact list (to be provided) to schedule a date for the services outlined below. During this contact, CorrTech shall discuss the expectations and needs to complete the services to minimize downtime and ensure backup systems are in place. CorrTech shall confirm hatch size and access, the process for creating access where applicable, operational limitations with the tank offline, tank history and maintenance information, plans for back up water needs, and a contingency for emergency tank repair. Reasonable accommodations to meeting the needs of the water system shall be made at all stages of the work.
- B. One week prior to the scheduled inspection, CorrTech shall reach out to the water system and ensure the water systems will have the water level in the tank drawn down and, where applicable, the manway or tank has been made accessible prior to the scheduled inspection.
 1. In the event a water system is unresponsive, CorrTech shall inform the Contracting Officer. The Contracting Officer shall provide support to CorrTech in reaching the unresponsive water system.

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- C. Inform system owners, or designated representative, of recommended upgrades, repairs, rehabilitations, and replacements in a timely and effective manner. When possible, the opportunity to complete repairs should be given to the system owner while the tanks are offline for cleaning and inspection.

NHDES has contacted the above water system owners and outlined the below responsibilities, which have been acknowledged and accepted as terms for participation in the program:

- A. The water system owner, through their certified operator as applicable, is responsible for ensuring any and all accommodations are made to provide continued water service that meets drinking water standards to all customers for the duration of the cleaning and inspection.
- B. The water system owner, through their certified operator as applicable, is responsible for ensuring the tank has been drained prior to the Contractor arriving on site to complete the work.
- C. The water system owner, through their certified operator as applicable, is responsible for sampling required to bring the tank back online after cleaning and inspection is complete.
- D. The water system owner, through their certified operator or designated representative as applicable, is responsible for ensuring coordination with the Contractor is conducted in a timely and efficient manner.
- E. The water system's certified operator, or owner if applicable, must be on site and present for all work conducted under this project.
- F. The NHDES contract with the Contractor will cover the cost of cleaning and inspection of the tank(s). Additional work or fees associated with the preparation or recommended repairs will not be covered under said contract.

Communication with NHDES

At least one month prior to the start of field work, CorrTech shall provide NHDES a tentative schedule for the systems, indicating when each tank will be cleaned and inspected. At the beginning of the start of field work and on every first business day of each month to follow, an updated list of tanks to be completed that month and a list of completed cleanings and inspections to date shall be submitted to NHDES.

CorrTech shall keep NHDES informed in a timely manner of complications that may arise during all stages of the work, including but not limited to inability to reach representatives from the water systems.

Completion of the Cleanings and Inspections

The conclusion of the cleaning and inspection work is based on the completion of the following three tasks:

Task 1 – Cleaning and Inspection Field Work

For each tank/system, CorrTech shall complete the following:

- A. Arrive on site at the mutually agreed upon date and time for the cleaning and inspection work following coordination with the system owner or designated representative.
- B. Document the longitude and latitude of the tank.

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- C. Remove the existing access hatch, if available. In the event there is no manway currently available as indicated for the particular tanks identified in the Request for Proposals, CorrTech shall create an access way in the manner previously discussed and agreed upon with the system.
- D. Clean the interior floor and walls of the tank by a pressure washer to remove all sediment, silt, etc. The water used in the washing activity shall be potable water. The residual material shall be removed from the tank and properly disposed of.
- E. Measure the steel thickness by use of an ultrasonic gage. A minimum of four readings shall be taken per shell ring.
- F. Measure corrosion pit depth using a manual pit gage as accessible.
- G. Evaluate the condition of liner on interior of the tank and paint on the exterior of the tank including: approximate percent of rusting, type of coating/lining failure and locations of concentrated failure any coating present.
- H. Evaluate metal loss due to corrosion such as pitting, layered corrosion or physical damage.
- I. Inspect cathodic protection systems to assess the number of anode strings, presence or absence of reference cells and operation of a rectifier where found.
- J. Disinfect the tank in accordance with AWWA C652 after the work has been completed.
- K. Ensure the tank is properly sealed, including the replacement of the hatch gasket, if necessary.
- L. Visually observe and inspect sanitary and operational items such as sight tubes, vents, overflows, bug screens, hatches and padlocks and foundation pads or saddles for cracking and other deterioration.
- M. Identify, inspect and document pressure tank heads attached by "joggle joints."

Task 2 - Individual Inspection Report

CorrTech shall compile a report summarizing the findings of the inspection and provide a copy of the report to the water system owner, primary operator and NHDES. If there is more than one tank for a particular system included in the work, one report shall be provided that includes all information from all tanks. The report shall, at a minimum, include:

- A. Summary of the exterior, interior, and structural condition as observed;
- B. Recommendations for upgrades, repairs, rehabilitations, and replacements, as deemed necessary by the above observations;
- C. Estimate of design and construction costs for the above recommendations;
- D. Recommendations for the methods of performing repairs and upgrades including, but not limited to, operational coordination;
- E. Estimate of the remaining useful life of the tank and structural integrity with and without the recommended repairs and upgrades;
- F. Photographs taken during the evaluation;
- G. Latitude and longitude coordinates for each tank; and
- H. Tank plate ID, if available.

Task 3 - Final Deliverable:

Upon the completion of the field work, the Consultant shall provide NHDES with an Excel spreadsheet containing the following information from each inspected tank:

- A. Public Water System ID;
- B. Water System Name;

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- C. Tank Plate ID, if available;
- D. Tank Capacity, in gallons;
- E. Longitude; and
- F. Latitude.

Appendix B has been provided as a template and a digital version can be made available upon request.

Schedule

CorrTech shall schedule the field work directly with the water systems or their designated representative. Every reasonable attempt shall be made to complete the work in the 2022 field season, which is assumed to end on December 31, 2022.

Milestone	Milestone Timeline
NHDES provide CorrTech list of system contact information	Upon Governor and Council approval of contract
CorrTech to provide NHDES Contracting Officer tentative field work schedule	One month prior to the start of field work
CorrTech to provide NHDES Contracting Officer updated field work schedule	Upon start of field work
CorrTech to provide NHDES Contracting Officer updated field work schedule for the month including tanks to be cleaned and inspected that month and tanks completed to date	First business day of each month following start of field work
CorrTech to provide NHDES Contracting Officer Individual Inspection Reports	Two to three weeks following field work completion for each system
CorrTech to provide NHDES Contracting Officer Final Deliverable	Following completion of all field work and prior to December 31, 2022

Any requests for scope of work modifications or contract amendments should be made in writing, via e-mail, to the Contracting Officer. Types of modifications or amendments include adjustments to the contract end date, budget, activities, deliverables, timeline, or changes to NHDES staff leading the project. Modifications or amendments may result in changes to the project budget, upon mutual consent between NHDES and the Contractor.

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Exhibit C
Payment Terms

All services shall be performed to the satisfaction of the Department 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 shall only include tanks where the scope of services included in Exhibit B have been completed. Payments shall be made for the successful completion of all actions and tasks as identified in Exhibit B at each of the tanks listed and in accordance with the payment schedule in Appendix C.

The billing address shall be as follows:
NH Department of Environmental Services
29 Hazen Drive, PO Box 95
Concord, NH 03302-0095
Attn: Kathryn Moran, Drinking Water and Groundwater Bureau

Invoices shall be approved by the Contract Officer before payment is processed.

Contractor Initials EM
Date 17MAR22

**Public Water Systems Tank Cleaning and Inspection
Appendix A: Tanks Included for Cleaning and Inspection**

PWS ID	Water System Name	Location (Town/City)	Tank Capacity (gal)	Tank Material	Tank Install Year	Access Location	Existing Access?
0032010	Ledges at Newfound Lake	Alexandria	20,000	steel	1987	Pump house	Yes
0032010	Ledges at Newfound Lake	Alexandria	20,000	steel	1987	Pump house	Yes
0062010	Eagles Rest MHP	Alton	20,000	steel	Unknown	Pump house	Yes
0162050	North Ledge	Bartlett	1,200	steel	1992	Pump house	Yes
0162050	North Ledge	Bartlett	12,000	steel	1992	Pump house	Yes
0342100	Coachman Condos	Campton	10,000	steel	Unknown	Pump house	Yes
0512260	Davis Hill Association	Center Conway	7,725	steel	1989	Pump house	Yes
0512260	Davis Hill Association	Center Conway	16,000	steel	1989	Pump house	Yes
0512270	Hale Estates	Conway	1,000	steel	Unknown	Pump house	Yes
0512270	Hale Estates	Conway	1,000	steel	Unknown	Pump house	Yes
0881010	Abenaki Water/Gilford Village	Gilford	8,000	Unknown	1972	Outside	Yes
0881020	Gunstock Acres Village Water District	Gilford	5,000	steel	1992	Pump house	Yes
0881020	Gunstock Acres Village Water District	Gilford	10,000	steel	1992	Outside	Yes
0881020	Gunstock Acres Village Water District	Gilford	5,000	steel	2000	Pump house	Yes
0881020	Gunstock Acres Village Water District	Gilford	20,000	steel	1992	Pump house	Yes
0882080	Cherry Valley Condos	Gilford	5,050	steel	Unknown	Pump house	Yes
0882160	Samoset at Winnepesaukee	Gilford	20,000	steel	Unknown	Pump house	Yes
0882160	Samoset at Winnepesaukee	Gilford	20,000	steel	Unknown	Pump house	Yes
0882170	County Village Way	Gilford	10,000	steel	1982	Pump house	Yes
0882170	County Village Way	Gilford	10,000	steel	1982	Pump house	Yes
0882180	Brookside Crossing	Gilford	10,000	steel	Unknown	Pump house	Yes
0882180	Brookside Crossing	Gilford	10,000	steel	Unknown	Pump house	Yes
0882420	Stonewall Village	Gilford	10,000	steel	Unknown	Pump house	Yes
0883060	Edge of Woods	Gilford	5,000	steel	Unknown	Outside	Yes
1272080	All American Assisted Living	Kingston	15,000	concrete	2019	Ground level	Yes
1332010	Oyster River Condos	Lee	6,000	steel	1984	Ground level	Yes
1332020	Darby Fields Commons	Lee	5,000	steel	1980s	Pump house	Yes
1392010	Oakridge Condos	Londonderry	4,850	steel	1985	Pump house	Yes
1392010	Oakridge Condos	Londonderry	15,100	steel	1985	Pump house	Yes
1403030	Freedom Hill Co-op	Loudon	20,000	steel	Unknown	Pump house	Yes
1403030	Freedom Hill Co-op	Loudon	20,000	steel	Unknown	Pump house	Yes
1612220	Harbourside on Winnepesaukee	Moultonborough	8,000	steel	1987	Pump house	Yes
1612250	Wentworth Acres	Moultonborough	16,000	steel	Unknown	Pump house	Yes
1612260	Crosswinds	Moultonborough	12,000	steel	Unknown	Pump house	Yes
1932040	Forest Glen Condos	Plaistow	6,000	steel	2007	Pump house	Yes
2232040	Peninsula at Winding Brook	Stratham	10,000	steel	1985	Pump house	Yes
2232190	Vineyards at Statham Condo Assoc	Stratham	3,600	steel	2002	Pump house	Yes
2232190	Vineyards at Statham Condo Assoc	Stratham	10,000	steel	2002	Pump house	Yes
2232190	Vineyards at Statham Condo Assoc	Stratham	10,000	steel	2002	Pump house	Yes
2342020	Northpointe Water	Thornton	10,000	steel	Unknown	Buried	No
2562030	Point Breeze Condos	Wolfeboro	10,000	steel	1986	Pump house	Yes
2562050	Sherwood Forest Water Supply Assoc	Wolfeboro	10,000	steel	1987	Outside	Yes

Contractors Initials *EM*
Date 17MAR22

**Public Water Systems Tank Cleaning and Inspection
Appendix A: Tanks Included for Cleaning and Inspection**

PWS ID	Power Available?	Water Available?	Atmospheric/Hydro	Hatch Dimensions
0032010	Yes	Yes		24"
0032010	Yes	Yes		24"
0062010	Yes	Yes		22"
0162050	Yes	Yes		12.5"x16"
0162050	Yes	Yes		22" dia
0342100	Yes	Yes		22"
0512260	Yes	Yes	Hydro	15" x 10.5"
0512260	Yes	Yes	Atmo	18" dia
0512270	Yes	Unknown		19" dia
0512270	Yes	Unknown	Hydro	16"x12"
0881010	Yes	Yes		20.5" Concrete riser
0881020	Yes	Yes	Hydro	27"x13"
0881020	Yes	Yes	Atmo	36" Concrete riser
0881020	Yes	Yes	Hydro	27" x 13"
0881020	Yes	Yes	Atmo	28" dia
0882080	Yes	Yes		22"
0882160	Yes	Yes		24"
0882160	Yes	Yes		24"
0882170	Yes	Yes		22"
0882170	Yes	Yes		22"
0882180	Yes	Yes		22"
0882180	Yes	Yes		22"
0882420	Yes	Yes		24"
0883060	Yes	Yes		24"
1272080	Yes	Yes		2 ft x 2 ft
1332010	Yes	Yes		25" bolted manway
1332020	Yes	Yes		20" dia
1392010	Yes	If necessary	Hydro	20"
1392010	Yes	If necessary	Atmo	20"
1403030	Yes	Yes		24"
1403030	Yes	Yes		24"
1612220	Yes	Yes		22"
1612250	Yes	Yes		22"
1612260	Yes	Yes		22"
1932040	Yes	If necessary		20"
2232040	Yes	If necessary		20"
2232190	Yes	Yes		(2)24" bolted manway / 11"x18" elliptical manway
2232190	Yes	Yes		(2)24" bolted manway / 11"x18" elliptical manway
2232190	Yes	Yes		(2)24" bolted manway / 11"x18" elliptical manway
2342020	Yes	Yes		N/A
2562030	Yes	Yes		22"
2562050	Yes	No		22" dia

Public Water Systems Tank Cleaning and Inspection

Appendix C: Payment Schedule

Bid Item	PWS ID	Water System Name	Location (Town/City)	Tank Capacity (gal)	Unit Bid Price for Cleaning and Inspection	Unit Bid Price to Create Tank Access
1000	0032010	Ledges at Newfound Lake	Alexandria	20,000	\$3,396.00	-----
1001	0032010	Ledges at Newfound Lake	Alexandria	20,000	\$3,396.00	-----
1002	0062010	Eagles Rest MHP	Alton	20,000	\$3,396.00	-----
1003	0162050	North Ledge	Bartlett	1,200	\$2,469.00	-----
1004	0162050	North Ledge	Bartlett	12,000	\$3,396.00	-----
1005	0342100	Coachman Condos	Campton	10,000	\$3,396.00	-----
1007	0512260	Davis Hill Association	Center Conway	7,725	\$3,396.00	-----
1008	0512260	Davis Hill Association	Center Conway	16,000	\$3,396.00	-----
1009	0512270	Hale Estates	Conway	1,000	\$2,469.00	-----
1010	0512270	Hale Estates	Conway	1,000	\$2,469.00	-----
1011	0881010	Abenaki Water/Gilford Village	Gilford	8,000	\$3,396.00	-----
1012	0881020	Gunstock Acres Village Water District	Gilford	5,000	\$2,469.00	-----
1013	0881020	Gunstock Acres Village Water District	Gilford	10,000	\$3,396.00	-----
1014	0881020	Gunstock Acres Village Water District	Gilford	5,000	\$2,469.00	-----
1015	0881020	Gunstock Acres Village Water District	Gilford	20,000	\$3,396.00	-----
1016	0882080	Cherry Valley Condos	Gilford	5,050	\$2,469.00	-----
1017	0882160	Samoset at Winnepesaukee	Gilford	20,000	\$3,396.00	-----
1018	0882160	Samoset at Winnepesaukee	Gilford	20,000	\$3,396.00	-----
1019	0882170	County Village Way	Gilford	10,000	\$3,396.00	-----
1020	0882170	County Village Way	Gilford	10,000	\$3,396.00	-----
1021	0882180	Brookside Crossing	Gilford	10,000	\$3,396.00	-----
1022	0882180	Brookside Crossing	Gilford	10,000	\$3,396.00	-----
1023	0882420	Stonewall Village	Gilford	10,000	\$3,396.00	-----
1026	0883060	Edge of Woods	Gilford	5,000	\$2,469.00	-----
1027	1272080	All American Assisted Living	Kingston	15,000	\$3,396.00	-----
1028	1332010	Oyster River Condos	Lee	6,000	\$3,396.00	-----
1029	1332020	Darby Fields Commons	Lee	5,000	\$2,469.00	-----
1030	1392010	Oakridge Condos	Londonderry	4,850	\$2,469.00	-----
1031	1392010	Oakridge Condos	Londonderry	15,100	\$3,396.00	-----
1033	1403030	Freedom Hill Co-op	Loudon	20,000	\$3,396.00	-----
1034	1403030	Freedom Hill Co-op	Loudon	20,000	\$3,396.00	-----
1035	1612220	Harbourside on Winnepesaukee	Moultonborough	8,000	\$3,396.00	-----

Contractors Initials EM
Date JUN 22

Public Water Systems Tank Cleaning and Inspection

Appendix C: Payment Schedule

Bid Item	PWS ID	Water System Name	Location (Town/City)	Tank Capacity (gal)	Unit Bid Price for Cleaning and Inspection	Unit Bid Price to Create Tank Access
1036	1612250	Wentworth Acres	Moultonborough	16,000	\$3,396.00	-----
1037	1612260	Crosswinds	Moultonborough	12,000	\$3,396.00	-----
1041	1932040	Forest Glen Condos	Plaistow	6,000	\$3,396.00	-----
1044	2232040	Peninsula at Winding Brook	Stratham	10,000	\$3,396.00	-----
1047	2232190	Vineyards at Statham Condo Assoc	Stratham	3,600	\$2,469.00	-----
1048	2232190	Vineyards at Statham Condo Assoc	Stratham	10,000	\$3,396.00	-----
1049	2232190	Vineyards at Statham Condo Assoc	Stratham	10,000	\$3,396.00	-----
1050	2342020	Northpointe Water	Thornton	10,000	\$3,396.00	-----
1050.1	2342020	Northpointe Water	Thornton	10,000	-----	\$3,600.00
1052	2562030	Point Breeze Condos	Wolfeboro	10,000	\$3,396.00	-----
1053	2562050	Sherwood Forest Water Supply Assoc	Wolfeboro	10,000	\$3,396.00	-----
Subtotal					\$133,362.00	\$3,600.00
Total					\$136,962.00	

CERTIFICATE of AUTHORITY

I, Elizabeth McQuaide, President of CorrTech, Inc. do hereby certify that:

- (1) I am the duly elected President;
- (2) at the meeting held on March 17th, 2022, CorrTech, Inc. voted to accept NHDES funds and to enter into a contract with the Department of Environmental Services;
- (3) CorrTech, Inc. further authorized the Elizabeth McQuaide, President, to execute any documents which may be necessary for this contract;
- (4) this authorization has not been revoked, annulled, or amended in any manner whatsoever, and remains in full force and effect as of the date hereof; and
- (5) the following person has been appointed to and now occupies the office indicated in (3) above:

Elizabeth McQuaide

IN WITNESS WHEREOF, I have hereunto set my hand as the Treasurer of CorrTech, Inc., this 17th day of March, 2022.



Scott Paul, Treasurer

STATE OF Massachusetts

County of Middlesex

On this the 17th day of March, 2022, before me Jacquelyn Herrick the undersigned officer, personally appeared Scott Paul who acknowledged him/herself to be the Treasurer of the CorrTech, Inc. being authorized so to do, executed the foregoing instrument for the purpose therein contained.

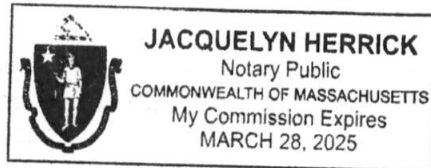
In witness whereof, I have set my hand and official seal.



Jacquelyn Herrick

Commission Expiration Date:

(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 CORRTECH, INC. is a Massachusetts Profit Corporation registered to transact business in New Hampshire on August 05, 1999. 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: 321376

Certificate Number: 0005670367



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 15th day of February A.D. 2022.

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

William M. Gardner
Secretary of State



State of New Hampshire

Department of State

2022 ANNUAL REPORT

Filed
 Date Filed: 1/20/2022
 Effective Date: 1/20/2022
 Business ID: 321376
 William M. Gardner
 Secretary of State

BUSINESS NAME: CORRTECH, INC.
BUSINESS TYPE: Foreign Profit Corporation
BUSINESS ID: 321376
STATE OF INCORPORATION: Massachusetts

CURRENT PRINCIPAL OFFICE ADDRESS	CURRENT MAILING ADDRESS
25 SOUTH STREET HOPKINTON, MA, 01748, USA	25 SOUTH STREET HOPKINTON, MA, 01748, USA

REGISTERED AGENT AND OFFICE
REGISTERED AGENT: Docusearch, Inc. (6227)
REGISTERED AGENT OFFICE ADDRESS: 63 PLEASANT ST CONCORD, NH, 03301, USA

PRINCIPAL PURPOSE(S)	
NAICS CODE	NAICS SUB CODE
Professional, Scientific, and Technical Services	Engineering Services
OTHER / CORROSION CONSULTING SERVICES	

OFFICER / DIRECTOR INFORMATION		
NAME	BUSINESS ADDRESS	TITLE
Elizabeth Lauren McQuaide	25 South Street, Unit E, Hopkinton, MA, 01748, USA	President
Scott H. Paul	25 South Street, Hopkinton, MA, 01748, USA	Director
Jason B Paul Mr	25 South Street, Hopkinton, MA, 01748, USA	Director

I, the undersigned, do hereby certify that the statements on this report are true to the best of my information, knowledge and belief.
Title: Authorized Signer
Signature: Theresa Ward
Name of Signer: Theresa Ward



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/08/2022

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 Amplified Insurance Partners 30 Southwest Park Westwood MA 02090	CONTACT NAME: Tamara Georgacopoulos	PHONE (A/C, No, Ext): (617) 964-5340	FAX (A/C, No): (617) 965-1843
	E-MAIL ADDRESS: tamarag@amplifiedinsurance.com		
INSURED CorrTech, Inc. & CorrTech Engineering P.C 25 South Street Unit B-1 Hopkinton MA 01748	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Nautilus Insurance Company		
	INSURER B: Great Divide		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

COVERAGES

CERTIFICATE NUMBER: 22-23 Master

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: E&O Ded \$ 20,000			ECP2017857-16	04/09/2022	04/09/2023	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 - COMP/OP AGG	\$ 2,000,000
							Professional (E&O)	\$ 1,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			MAA2021727-15	04/09/2022	04/09/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			FFX2017858-16	04/09/2022	04/09/2023	EACH OCCURRENCE	\$ 10,000,000
							AGGREGATE	\$ 10,000,000
								\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WCA2021729-15	04/09/2022	04/09/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
A	Pollution Liability			ECP2017857-16	04/09/2022	04/09/2023	Limits	\$1,000,000
							Deductible	\$ 5,000


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

THE UMBRELLA GOES OVER THE FOLLOWING POLICIES: General Liability, Auto Liability, Employers Liability, Professional Liability, and Pollution Liability.

New Hampshire Department of Environmental Services and the State of New Hampshire listed as Additional Insureds under the General Liability policy as required by written contract.

CERTIFICATE HOLDER

CANCELLATION

New Hampshire Department of Environmental Services 29 Hazen Drive Concord NH 03302	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

**Public Water Systems Tank Cleaning and Inspection
Attachment A**

Rankings for Firms Responding to Request for Proposals

FIRM	Overall Understanding (80 Points)	Adequacy of Approach (80 points)	Qualifications and Experience (100 Points)	Total Cost (120 Points)	Time to Complete (20 Points)	Total (400 Points)	Rank
CorrTech	64	64	75	48	10	261	1
Mass Tank	50	44	60	96	7	257	2
Underwater Solutions	38	22	58	102	4	224	3
M&K Diving	34	34	40	57	9	174	4

Review Team Members

Name	Title	Bureau	Years of Service
KC Moran	Environmental III	Drinking Water and Groundwater Bureau	1
Luis Adorno	Environmental Program Manager	Drinking Water and Groundwater Bureau	7
Shelley Frost	Sanitary Survey Manager	Drinking Water and Groundwater Bureau	7
Tom Willis	Sanitary Engineer II	Drinking Water and Groundwater Bureau	7