



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES

Robert R. Scott, Commissioner



Sam
38

February 28, 2019

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

REQUESTED ACTION

Authorize the Department of Environmental Services (NHDES) to enter into a contract with New England Water Distribution Services, LLC (VC #301178-B001), Windham, NH, in the amount of \$130,816 in order to conduct leak detection surveys at forty-seven New Hampshire community water systems, effective upon approval by Governor and Council through November 30, 2019. 100% Federal Funds.

Funding is available in the account as follows.

	<u>FY 2019</u>
03-44-44-441018-4718-102-500731	\$130,816
Department of Environmental Services, DWSRF Administration, Contracts for Program Services	

EXPLANATION

The Department of Environmental Services (NHDES) is using \$130,816 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 2018, NHDES sent leak detection project solicitations to all community water systems in New Hampshire. Forty-seven water systems submitted applications with relevant details, such as a proposed project description and demonstration of need. Members of the NHDES Drinking Water and Groundwater Bureau reviewed the applications and selected all forty-seven systems to be included in the Request for Proposals (RFP).

NHDES summarized the forty-seven projects and posted an RFP for leak detection firms to place competitive bids. Two 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. New England Water Distribution Services, LLC (NEWDS) was selected by the review team as having the top ranking proposal. See Attachment A for a list of proposals and rankings.

The proposal submitted by NEWDS 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.

NEWDS will perform acoustic listening surveys on the distribution systems of the forty-seven 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 NHDES and the water system at the conclusion of each survey. It will be the responsibility of the water system to repair any leaks found.

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

We respectfully request your approval.



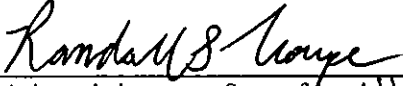
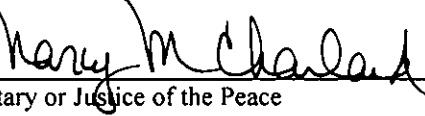
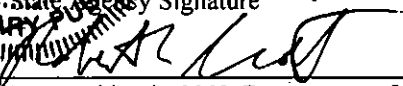
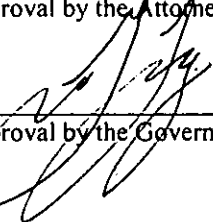
Robert R. Scott, Commissioner

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 New England Water Distribution Services, LLC		1.4 Contractor Address 6 Hancock Road, Windham, NH 03087	
1.5 Contractor Phone Number 978-815-6289	1.6 Account Number 03-44-44-441018-4718-102	1.7 Completion Date November 30, 2019	1.8 Price Limitation \$130,816.00
1.9 Contracting Officer for State Agency Kelsey Vaughn, Environmentalist III		1.10 State Agency Telephone Number 603-271-0659	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Randall S. Troupe owner/managing member	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Rockingham</u> On <u>Feb 26, 2019</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.14 Signature of Notary Public or Justice of the Peace 			
1.15 Name and Title of Notary or Justice of the Peace <u>Nancy M. Charland</u> <u>9/16/2020</u> Notary			
1.16 State Agency Signature 		1.15 Name and Title of State Agency Signatory Robert R. Scott, Commissioner, NHDES	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>3/4/19</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

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

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. **SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

EXHIBIT A
SCOPE OF SERVICES

New England Water Distribution Services, LLC (NEWDS) shall perform work outlined in the proposal entitled *Leak Detection Survey Proposal*, dated 10/1/2018, and incorporated herein by reference.

NEWDS shall conduct comprehensive leak detection surveys on the water distribution systems of forty-seven 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-seven water systems, totaling 962 miles of distribution pipe, have been selected by the New Hampshire Department of Environmental Services (NHDES) as follows:

PWSID	Water System	Town	Percent of System	Survey Miles
0202010	Abenaki Water/Lakeland	Belmont	100%	9
0262020	Abenaki Water/White Rock Water	Bow	100%	8
1051010	Aquarion Water/NH	Hampton	50%	71
0153030	Barrington Oaks	Barrington	100%	1
1181010	Central Hooksett Water Precinct	Hooksett	100%	33
1392180	Century Village Condos	Londonderry	100%	6
2312070	Chocorua Meadows	Tamworth	100%	2
0461010	Claremont Water Department	Claremont	43%	30
0481010	Colebrook Water Works	Colebrook	100%	10
0501010	Concord Water Department	Concord	29%	58
0162190	Crawford Hills	Bartlett	100%	1
0651010	Dover Water Department	Dover	50%	86
1141020	Emerald Lake Village District	Hillsborough	100%	13
0781010	Errol Water Works/West	Errol	50%	2
0811010	Farmington Water Department	Farmington	100%	26
0224010	Glencliff Home for the Elderly	Benton	100%	4
0162350	Goodrich Property	Bartlett	100%	4
1773010	Granite Post Green	North Hampton	100%	1
0881020	Gunstock Acres Village Water District	Gilford	100%	16
0512270	Hale Estates	Conway	100%	3
1061010	Hancock Water Works	Hancock	100%	6
1071010	Hanover Water Department	Hanover	35%	13
1201010	Hudson Water Department	Hudson	23%	27
1221010	Jaffrey Water Works	Jaffrey	100%	42
0692010	Johnson Creek	Durham	100%	1
1241010	Keene Water Department	Keene	50%	61
1281010	Laconia Water Works	Laconia	25%	25
1351010	Lincoln Water Works	Lincoln	100%	24
1361010	Lisbon Water Department	Lisbon	100%	8

Contractor Initials

RT

Date

2/26/2019

1481010	Marlborough Water Works	Marlborough	100%	5
1531010	Merrimack Village District	Merrimack	50%	86
1581010	Milton Water District	Milton	100%	7
2232070	Montrose Condos	Stratham	100%	2
0883030	Mountain View Housing	Gilford	100%	2
1741010	Newport Water Works	Newport	30%	13
0162050	North Ledge	Bartlett	100%	4
1871010	Peterborough Water Works	Peterborough	100%	59
1941010	Plymouth Village Water and Sewer	Plymouth	30%	8
1971010	Raymond Water Department	Raymond	100%	16
2001010	Rochester Water Department	Rochester	20%	30
0284010	Rockingham County Complex	Brentwood	66%	2
0382010	Rosebrook Water	Carroll	100%	13
2041010	Rye Water District	Rye	100%	39
0691010	UNH/Durham Water System	Durham	100%	26
0951010	Village District of Eastman	Grantham	100%	50
1402020	Villages at Loudon	Loudon	100%	2
2561010	Wolfeboro Water and Sewer	Wolfeboro	18%	7
Total Miles to Be Surveyed				962

Project Planning

When conditions are adequate for the survey season to begin, NEWDS shall post a document to Google Docs and share the document with NHDES. This document shall include a list of the forty-seven 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.

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

NEWDS 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.

Contractor Initials RT
Date 2/26/2019

- The name, phone number, and email address of the water system representative that will be the point of contact for the survey.
- NEWDS shall request the water system representative clean out valve and service boxes, if needed, to facilitate the survey and operation of valves.

NEWDS shall schedule the survey based on the water system representative's availability both before the survey (to conduct the necessary preparatory work) and during the survey.

NEWDS shall provide the system representative a clear understanding of the survey process and methodology, the number of days or hours NEWDS plans to complete the survey, and what the communication expectations will be during the survey. NEWDS shall work with the system representative to determine when the system representative will need to be available to assist with the survey and if the system representative would like to be present during other portions of the survey.

NEWDS 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. In instances where pipe material is not known or sound velocity is not available, a leak shall be simulated and the sound velocity determined through calculations based on the known lengths between contact points.

All hydrants shall be used as contact points. Valves or other available contact points shall be used as contact points when hydrants are not available or when the maximum listening distance is exceeded by hydrants. Care shall be taken to ensure a good sound connection between listening devices and contact points.

When no contact points are available within the limits of the listening distance or leak sounds cannot be heard the entire distance between contact points, a ground microphone shall be used to listen directly over the run of the pipeline at intervals between 5 and 10 feet.

NEWDS shall utilize a test rod and/or resonance plate in conjunction with the ground microphone in instances where the main is located more than three feet off a hard surface.

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

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

Contractor Initials RT
Date 2/26/2019

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.

NEWDS 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 may be used as a pinpointing tool, but a ground microphone shall be used to confirm the correlator results and the leak location.

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

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

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

NEWDS shall notify the water system representative within 24 hours of any leaks discovered.

Task 3 - Leak Reports and Communication

NEWDS shall contact the water system representative daily to summarize the findings in the field and provide a daily leak report. Daily leak reports shall also be emailed to NHDES staff the same day they are provided to the system representative. NEWDS shall also meet with the system representative periodically or at the system representative's request to review results in the field and show areas where leaks have been discovered.

NEWDS 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;
- 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;
- 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.

Contractor Initials RT
Date 2/26/2019

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
 - dates of survey
 - miles surveyed
 - number of leaks found
 - description of the accuracy of survey results due to system characteristics (ex. availability of listening points, precise location of water mains)
 - recommendations to improve accuracy of future leak detection efforts;
- 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; and
- A table of the leakage volume of visible vs non-visible leaks.

Upon completion of all of the surveys, a Microsoft Excel document shall be submitted to NHDES either by email or Google Docs. 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 B **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 three tasks identified in Exhibit A at each of the forty-seven community water systems listed below and in accordance with the following payment schedule:

PWSID	Water System	Town	Payment Amount
0202010	Abenaki Water/Lakeland	Belmont	\$2,625
0262020	Abenaki Water/White Rock Water	Bow	\$1,750
1051010	Aquarion Water/NH	Hampton	\$7,875
0153030	Barrington Oaks	Barrington	\$875
1181010	Central Hooksett Water Precinct	Hooksett	\$4,375
1392180	Century Village Condos	Londonderry	\$1,750
2312070	Chocorua Meadows	Tamworth	\$875
0461010	Claremont Water Department	Claremont	\$2,625
0481010	Colebrook Water Works	Colebrook	\$1,313

Contractor Initials RT
Date 2/26/2014

0501010	Concord Water Department	Concord	\$5,250
0162190	Crawford Hills	Bartlett	\$875
0651010	Dover Water Department	Dover	\$8,750
1141020	Emerald Lake Village District	Hillsborough	\$5,250
0781010	Errol Water Works/West	Errol	\$1,750
0811010	Farmington Water Department	Farmington	\$2,625
0224010	Glenclyff Home for the Elderly	Benton	\$875
0162350	Goodrich Property	Bartlett	\$1,750
1773010	Granite Post Green	North Hampton	\$875
0881020	Gunstock Acres Village Water District	Gilford	\$2,625
0512270	Hale Estates	Conway	\$875
1061010	Hancock Water Works	Hancock	\$2,625
1071010	Hanover Water Department	Hanover	\$1,750
1201010	Hudson Water Department	Hudson	\$2,625
1221010	Jaffrey Water Works	Jaffrey	\$6,125
0692010	Johnson Creek	Durham	\$875
1241010	Keene Water Department	Keene	\$6,125
1281010	Laconia Water Works	Laconia	\$3,500
1351010	Lincoln Water Works	Lincoln	\$3,500
1361010	Lisbon Water Department	Lisbon	\$1,313
1481010	Marlborough Water Works	Marlborough	\$875
1531010	Merrimack Village District	Merrimack	\$9,625
1581010	Milton Water District	Milton	\$1,750
2232070	Montrose Condos	Stratham	\$1,750
0883030	Mountain View Housing	Gilford	\$1,313
1741010	Newport Water Works	Newport	\$2,625
0162050	North Ledge	Bartlett	\$875
1871010	Peterborough Water Works	Peterborough	\$2,625
1941010	Plymouth Village Water and Sewer	Plymouth	\$1,750
1971010	Raymond Water Department	Raymond	\$2,625
2001010	Rochester Water Department	Rochester	\$3,063
0284010	Rockingham County Complex	Brentwood	\$438
0382010	Rosebrook Water	Carroll	\$1,750
2041010	Rye Water District	Rye	\$3,500
0691010	UNH/Durham Water System	Durham	\$3,063
0951010	Village District of Eastman	Grantham	\$6,125
1402020	Villages at Loudon	Loudon	\$1,750
2561010	Wolfeboro Water and Sewer	Wolfeboro	\$1,313
Total Payment Amount			\$130,816

Contractor Initials RT
Date 2/26/2019

EXHIBIT C
SPECIAL PROVISIONS

Federal Funds paid under this agreement are from a Grant to the State from the United States Environmental Protection Agency, New Hampshire Drinking Water State Revolving Fund under CFDA # 66.468. All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant are hereby adopted in full force and effect to the relationship between 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.

Contractor Initials BT
Date 2/26/2019 (2019)

State of New Hampshire

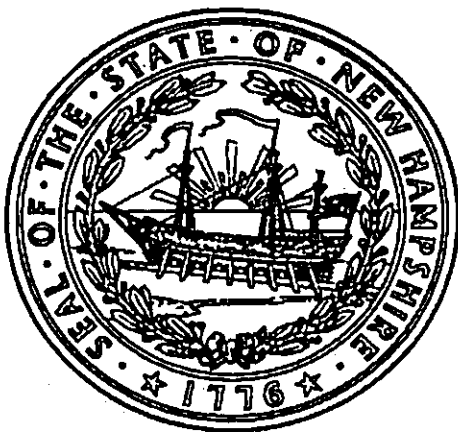
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NEW ENGLAND WATER DISTRIBUTION SERVICES, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on January 22, 2014. 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: 703223

Certificate Number: 0004389338



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 24th day of January A.D. 2019.

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

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

I, Randall S. Trompe hereby certify that I am the sole member of
New England Water Distribution Services, LLC and have
been the sole member since 1/22/2014.

I 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.

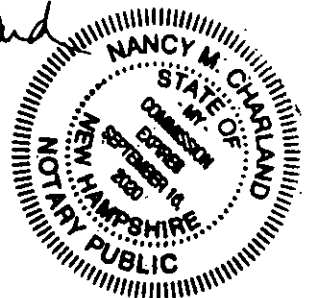
Signed: Randall S. Trompe

Date: 2/26/2019

State of New Hampshire, County of Rockingham.

On this the 26th day of Feb, 2019, before me Nancy Charland,
the undersigned officer, personally appeared Randall Trompe, 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.

Nancy M. Charland





TROUWAT-01

SMARSHALL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/13/2019

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 L. F. Robbins Insurance Agency PO Box 1428 Pepperell, MA 01463	CONTACT NAME: PHONE (A/C, No, Ext): (978) 433-2777 FAX (A/C, No): (978) 433-6425 E-MAIL: rdouglas@lfr Robbins.com ADDRESS:
	INSURER(S) AFFORDING COVERAGE INSURER A: Nautilus Ins. Group INSURER B: Safety Indemnity Co. INSURER C: AIM Mutual Insurance Companies INSURER D: INSURER E: INSURER F:
INSURED New England Water Distribution Services, LLC 6 Hancock Road Windham, NH 03087	NAIC # 33618

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL 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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ <input type="checkbox"/> LOC OTHER:			NC629651	12/10/2018	12/10/2019	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
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			6236901	02/03/2019	02/03/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y	N/A	AWC40070358632018A	11/03/2018	11/03/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The worker's compensation excludes Randy Troupe.

CERTIFICATE HOLDER

CANCELLATION

State of New Hampshire Department of Environmental Services 29 Hazen Drive P.O. Box 95 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 <i>Shawn Marshall</i>
--	--

ACORD 25 (2016/03)

© 1988-2015 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

Attachment A
Leak Detection Survey Proposal Rankings

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

Firm	Understanding of Services to Be Provided	Adequacy of Approach to Identifying Leaks	Qualifications and Experience of Firm	Total Cost of Proposal	Time to Complete	Total Score	Ranking
New England Water Distribution Services, LLC	56	53	57	51	51	268	1
Consulting Engineering, Inc.	55	47	49	56	54	261	2

Review Team Members

Name	Title	Bureau	Years of Service
Stacey Herbold	Environmentalism IV	Drinking Water and Groundwater Bureau	14
Kelsey Vaughn	Environmentalism III	Drinking Water and Groundwater Bureau	7
Luis Adorno	Environmental Program Manager	Drinking Water and Groundwater Bureau	5