



The State of New Hampshire
Department of Environmental Services

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Robert R. Scott, Commissioner



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February 16, 2022

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 \$84,513 in order to conduct leak detection surveys at 30 New Hampshire community water systems, effective upon approval by Governor and Council through December 1, 2022. 100% Federal Funds.

Funding is available in the account as follows.

	<u>FY 2022</u>
03-44-44-441018-4718-102-500731	\$84,513
Department of Environmental Services, DWSRF Administration, Contracts for Program Services	

EXPLANATION

The purpose of the project is to complete leak detection surveys at New Hampshire community water systems. Leak detection and repair play a fundamental role in reducing water and energy consumption in water systems through the identification and reduction of water loss and waste.

In June 2019 and June 2021, NHDES sent leak detection project solicitations to all community water systems in New Hampshire. Ninety-two 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 84 water systems to be included in the Request for Proposals (RFP) based on the quality and completeness of the applications.

NHDES posted an RFP for leak detection firms to place competitive bids for completing the leak detection surveys at the 84 water systems during the calendar year 2022. Six proposals were received. A three-person review team consisting of experienced NHDES personnel scored the proposals in terms of total cost, survey completion times, qualifications and experience, adequacy of approach, and overall project understanding. See Attachment A for a list of proposals and rankings.

Based on review of the timelines proposed by the firms, it was determined by the review team that one firm would not be able to adequately complete the surveys at all 84 water systems in the calendar year

2022. Therefore, the firms with the two highest ranking proposals were selected to complete the work: New England Water Distribution Services, LLC (NEWDS) and American Leak Detection, Inc (ALD).

The proposals submitted by NEWDS and ALD provided clear plans 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 firms' experiences and approaches ensure a maximum return on investment in the form of water loss recovery and energy savings.

NHDES divided the list of 84 water systems between NEWDS and ALD. As a result, NEWDS will conduct leak detection surveys at 30 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 leaks. 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

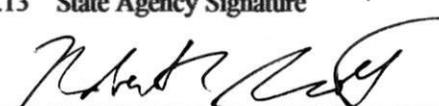
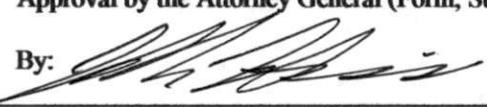
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive, PO Box 95, Concord, NH 03302-0095	
1.3 Contractor Name New England Water Distribution Services, LLC		1.4 Contractor Address PO Box 120 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 12/1/2022	1.8 Price Limitation \$84,513.00
1.9 Contracting Officer for State Agency Stacey Herbold, Water Conservation and Use Program Manager		1.10 State Agency Telephone Number (603) 271-6685	
1.11 Contractor Signature  Date: 1/16/2022		1.12 Name and Title of Contractor Signatory Randall S. Troupe owner 1/16/2022	
1.13 State Agency Signature  Date: 2/17/22		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: 2/24/2022			
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.

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Date 1/10/2022

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

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Date 11/10/2022

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 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 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 NHDES with their Data Universal Numbering System (DUNS) number.

EXHIBIT B
SCOPE OF SERVICES

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

New England Water Distribution Services, LLC (NEWDS) shall perform work outlined in the proposal entitled *Water Distribution System Leak Survey*, dated 11/10/2021, and incorporated herein by reference.

NEWDS shall conduct comprehensive leak detection surveys on the water distribution systems of thirty 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 thirty water systems, totaling approximately 1036 miles of distribution pipe, have been selected by NHDES as follows:

PWSID:	WATER SYSTEM NAME:	CITY/TOWN	MILES TO BE SURVEYED	% OF SYSTEM TO BE SURVEYED
0061010	ALTON WATER WORKS	ALTON	17	100%
0261010	BOW MUNICIPAL WATER SYSTEM	BOW	6	100%
0702020	BRANDYWINE	EAST KINGSTON	2	100%
0461010	CLAREMONT WATER DEPARTMENT	CLAREMONT	70	100%
1193020	ELM BROOK VILLAGE	HOPKINTON	1	100%
0751010	ENFIELD WATER DEPARTMENT	ENFIELD	10.5	100%
0771010	EPSOM VILLAGE WATER DISTRICT	EPSOM	10	100%
1403030	FREEDOM HILL /PINE RIDGE EST	LOUDON	8	100%
0911010	GOFFSTOWN VILLAGE PRECINCT	GOFFSTOWN	29	100%
0911020	GRASMERE VILLAGE PRECINCT	GOFFSTOWN	10	100%

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0991010	GREENVILLE WATER DEPARTMENT	GREENVILLE	9	100%
1061010	HANCOCK WATER WORKS	HANCOCK	6	100%
1201010	HUDSON WATER UTILITY	HUDSON	95	73%
1241010	KEENE WATER DEPARTMENT	KEENE	61	51%
1281010	LACONIA WATER DEPARTMENT	LACONIA	50	50%
1321010	LEBANON WATER DEPARTMENT	LEBANON	72	100%
1471010	MANCHESTER WATER WORKS	MANCHESTER	253	50%
1481010	MARLBOROUGH WATER WORKS	MARLBOROUGH	6	100%
0762040	MELLING GLEN	EPPING	2	100%
1561010	MILFORD WATER UTILITIES DEPARTMENT	MILFORD	64	100%
0912050	MT LAUREL ESTATES	GOFFSTOWN	2	100%
1841010	OSSIPEE WATER DEPARTMENT	CENTER OSSIPEE	12	100%
1391010	PENNICHUCK EAST UTILITY/LONDONDERRY	LONDONDERRY	42	100%
1621010	PENNICHUCK WATER WORKS (NORTHWEST ZONE)	NORTHWEST NASHUA AND AMHERST	96	23%
0802010	PICKPOCKET WOODS	EXETER	1	100%
2303010	PINE GROVE MOBILE HOME PARK	SWANZEY	3	100%
2001010	ROCHESTER WATER DEPARTMENT	ROCHESTER	22	15%
2041010	RYE WATER DISTRICT	RYE	46	100%
1972060	WESTGATE ESTATES	RAYMOND	1	100%
2531010	WINCHESTER WATER DEPARTMENT	WINCHESTER	29	100%
TOTAL MILES TO BE SURVEYED			1035.5	

Project Planning

At least one month prior to the start of the surveys, NEWDS shall provide to NHDES a survey schedule for the systems, indicating when the surveys shall take place. At the beginning of the survey work and on the first business day of each month to follow, an updated list of surveys to be completed that month and a list of surveys completed to date shall be submitted to NHDES.

Communication and Meetings

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.
- The name, phone number, and email address of the water system representative that shall be the point of contact for the survey.

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- NEWDS shall request, if needed, the water system representative to clean out valve and service boxes to facilitate the survey and operation of valves.

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

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

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

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 utilize specialized equipment to "listen" for sounds directly on all main pipe appurtenances, including but not limited to fire hydrants, main line gate valves, meter/curb valves, and blow-offs. Listening intervals will be no more than 500 feet for metallic pipe and no more than 150 feet for non-metallic pipe. In areas where pipe will only carry sound through a short distance, such as on certain non-metallic pipe, and appurtenances are not close enough to capture the sound when listened on, a ground microphone shall be used to surface sound at six to ten foot intervals and at every contact point. A test rod and/or resonance plate will be use with the ground microphone in instances where the main is located more than three feet off a hard surface.

For surveys that will be less than five miles, ground microphones will be used to listen every five feet on non-metallic main and every 10-feet on metallic main. If service lines are plastic, all curb stops will be listened on and the curb stop turned half off to amplify any leak sound. If the curb stop cannot be located, if available a silcock will be listened on.

In areas where a cross country water main is longer than 500 feet, but the conditions exist where a correlator may capture the sound, NEWDS will use a correlator.

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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 using correlators and further verified using ground microphones to pinpoint the leak.

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

The estimation of the leak volume shall be made based on a combination of decibels caused by the leak, the pipe material, and visual signs.

Task 3 - Leak Reports

NEWDS shall provide the system representative a leak report no later than one day after discovering a leak. The leak report shall include the following information:

- Photograph of the leak location;
- Nearest address/cross street of the leak location;
- Latitude/Longitude of the leak location;
- Leak type (main, valve, hydrant, service, etc.);
- Estimated leakage rate in GPM, GPD, and GPY;
- Whether there was visual water (Yes/No);
- Pipe material, size, and groundcover type at the leak location; and
- Date the leak was discovered.

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

- A written summary of the project, including miles surveyed, dates of the survey, number of leaks found, and description of difficult areas to survey and what could be done to resolve this in the future (ex. need to better locate certain portions of water main);
- The original leak reports as outlined above;
- A table in Microsoft Excel containing the information in the leak reports;
- A table in Microsoft Excel summarizing total leakage volume by type and percent of total volume of leakage by type;
- A table in Microsoft Excel summarizing total number of leaks by type and percent of total number of leaks by type;
- A table in Microsoft Excel summarizing the number of leaks visible and non-visible and the percentage of each; and
- A table in Microsoft Excel summarizing the volume of leaks visible and non-visible and the percentage of each.

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

EXHIBIT C
BUDGET & PAYMENT METHOD

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

PWSID:	WATER SYSTEM NAME:	CITY/TOWN	PAYMENT AMOUNT
0061010	ALTON WATER WORKS	ALTON	\$1,563.00
0261010	BOW MUNICIPAL WATER SYSTEM	BOW	\$675.00
0702020	BRANDYWINE	EAST KINGSTON	\$675.00
0461010	CLAREMONT WATER DEPARTMENT	CLAREMONT	\$4,150.00
1193020	ELM BROOK VILLAGE	HOPKINTON	\$650.00
0751010	ENFIELD WATER DEPARTMENT	ENFIELD	\$750.00
0771010	EPSOM VILLAGE WATER DISTRICT	EPSOM	\$1,350.00
1403030	FREEDOM HILL /PINE RIDGE EST	LOUDON	\$750.00
0911010	GOFFSTOWN VILLAGE PRECINCT	GOFFSTOWN	\$2,350.00
0911020	GRASMERE VILLAGE PRECINCT	GOFFSTOWN	\$1,350.00
0991010	GREENVILLE WATER DEPARTMENT	GREENVILLE	\$1,275.00
1061010	HANCOCK WATER WORKS	HANCOCK	\$725.00
1201010	HUDSON WATER UTILITY	HUDSON	\$6,750.00
1241010	KEENE WATER DEPARTMENT	KEENE	\$4,150.00
1281010	LACONIA WATER DEPARTMENT	LACONIA	\$4,050.00
1321010	LEBANON WATER DEPARTMENT	LEBANON	\$4,750.00
1471010	MANCHESTER WATER WORKS	MANCHESTER	\$17,450.00
1481010	MARLBOROUGH WATER WORKS	MARLBOROUGH	\$750.00
0762040	MELLING GLEN	EPPING	\$725.00
1561010	MILFORD WATER UTILITIES DEPARTMENT	MILFORD	\$5,575.00
0912050	MT LAUREL ESTATES	GOFFSTOWN	\$675.00
1841010	OSSIPEE WATER DEPARTMENT	CENTER OSSIPEE	\$1,375.00

Contractor Initials R.T.
Date 1/10/2022

1391010	PENNICHUCK EAST UTILITY/LONDONDERRY	LONDONDERRY	\$3,750.00
1621010	PENNICHUCK WATER WORKS (NORTHWEST ZONE)	NORTHWEST NASHUA AND AMHERST	\$7,150.00
0802010	PICKPOCKET WOODS	EXETER	\$675.00
2303010	PINE GROVE MOBILE HOME PARK	SWANZEY	\$675.00
2001010	ROCHESTER WATER DEPARTMENT	ROCHESTER	\$1,875.00
2041010	RYE WATER DISTRICT	RYE	\$3,650.00
1972060	WESTGATE ESTATES	RAYMOND	\$675.00
2531010	WINCHESTER WATER DEPARTMENT	WINCHESTER	\$3,550.00
TOTAL PAYMENT AMOUNT			\$84,513.00

Contractor Initials R.T.
Date 11/10/2022

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: 0005641195



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 21st day of January A.D. 2022.

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

William M. Gardner
Secretary of State

(Limited partnership, Limited liability professional partnership or LLC)

Certificate of Authority # 3

Limited Partnership or LLC Certification of Authority

I, Randall S. Troop, hereby certify that I am the sole Partner, Member or
(Name)
Manager and the sole officer of New England Water Distribution Services a limited liability partnership
(Name of Partnership or LLC)

under RSA 304-B, a limited liability professional partnership under RSA 304-D, or a limited liability company under RSA 304-C.

I certify that I am authorized to bind the partnership or LLC. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the partnership or LLC and that this authorization **shall remain valid for thirty (30)** days from the date of this Corporate Resolution.

DATED: January 27, 2022 ATTEST: Nicole L. Bottal
(Name & Title)



**Attachment A
Leak Detection Survey Proposal Rankings**

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

FIRM	Overall Understanding (30 Points)	Adequacy of Approach (30 points)	Qualifications and Experience (30 Points)	Total Cost (30 Points)	Time to Complete (30 Points)	Total	Rank
New England Water Distribution Services, LLC	22	27	25	27	21	122	1
American Leak Detection	26	25	23	25	21	120	2
QNRW	28	23	23	18	17	109	3
Consulting Engineering, Inc.	20	20	24	23	20	107	4
M.E. Simpson Co., Inc.	22	20	21	15	22	100	5
Asterra	6	12	3	4	4	29	6

Review Team Members

Name	Title	Bureau	Years of Service
Stacey Herbold	Environmentalist IV	Drinking Water and Groundwater Bureau	17
Kelsey Vaughn	Environmentalist III	Drinking Water and Groundwater Bureau	10
KC Moran	Environmentalist III	Drinking Water and Groundwater Bureau	1