The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner

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February 8, 2023

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 $93,658 in order to conduct leak detection surveys at 46 New Hampshire community water systems, effective upon Governor and Council approval through November 1, 2023. 100% Federal Funds.

Funding is available in the account as follows.

	FY 2023
03-44-44-441018-5564-102-500731	$93,658

Department of Environmental Services, DWSRF BIL 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 2022, NHDES sent leak detection project solicitations to all community water systems in New Hampshire. Forty-six 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 46 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 46 water systems during the calendar year 2023. One proposal was received. A two-person review team consisting of experienced NHDES personnel scored the proposal in terms of total cost, survey completion times, qualifications and experience, adequacy of approach, and overall project understanding. See Attachment A for a summary of the scoring.

The proposal submitted by NEWDS 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. NEWDS was awarded similar leak detection contracts in 2019 and 2022 over

other competitive bids; therefore, the review team was also able to consider prior experiences with the firm and compare costs to previous bids. The firm's experience and approach ensure a maximum return on investment in the form of water loss recovery and energy savings.

NEWDS will complete leak detection surveys at 46 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 contract 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 03-44-44-441018-5564 -102	1.7 Completion Date 11/1/2023	1.8 Price Limitation $93,658.00
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 Randall S Troupe Date: 1/25/23		1.12 Name and Title of Contractor Signatory Randall S. Troupe owner	
1.13 State Agency Signature Date: 2/13/23		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: 2/27/2023			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

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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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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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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.

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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 11/10/2022, and incorporated herein by reference.

NEWDS shall conduct comprehensive leak detection surveys on the water distribution systems of 46 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 46 water systems, totaling approximately 805 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
1051010	AQUARION WATER COMPANY OF NH	HAMPTON, NORTH HAMPTON, RYE & STRATHAM	80.00	58%
0153030	BARRINGTON OAKS COOPERATIVE	BARRINGTON	1.00	100%
0161010	BARTLETT VILLAGE WATER PRECINCT	BARTLETT	5.00	100%
2312070	CHOCORUA MEADOWS	TAMWORTH	2.40	100%
0461010	CLAREMONT WATER DEPARTMENT	CLAREMONT	31.04	44%
0501010	CONCORD WATER DEPARTMENT	CONCORD	61.25	30%
1672020	COPPLE CROWN VILLAGE DISTRICT	NEW DURHAM	2.50	100%
0162190	CRAWFORD HILLS	BARTLETT	0.70	100%

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0651010	DOVER WATER DEPARTMENT	DOVER	100.00	57%
1141020	EMERALD LAKE VILLAGE DISTRICT	HILLSBOROUGH	9.00	69%
0771010	EPSOM VILLAGE WATER DISTRICT	EPSOM	10.00	100%
0162350	GOODRICH PROPERTY	BARTLETT	3.82	100%
0921010	GORHAM WATER & SEWER DEPT	GORHAM	26.00	100%
0952020	GRAY LEDGES CONDO OWNER'S ASSOC	GRANTHAM	3.00	100%
0881020	GUNSTOCK ACRES VILLAGE WATER DISTRICT	GILFORD	15.00	100%
0512270	HALE ESTATES HOMEOWNERS ASSOC	CONWAY	4.00	100%
1211010	JACKSON WATER PRECINCT	JACKSON	2.50	100%
1221010	JAFFREY WATER WORKS	JAFFREY	40.00	100%
1241010	KEENE WATER DEPARTMENT	KEENE	64.50	55%
1281010	LACONIA WATER DEPARTMENT	LACONIA	50.00	50%
0032010	LEDGES AT NEWFOUND LAKE	ALEXANDRIA	1.00	100%
1361010	LISBON WATER DEPT	LISBON	9.00	100%
1672010	MANITOOS SHORES	NEW DURHAM	0.50	100%
1921020	MERIDEN VILLAGE WATER DISTRICT	PLAINFIELD	2.50	100%
2392030	MICHAWANIC VILLAGE CONDO ASSOC	WAKEFIELD	2.00	100%
1581010	MILTON WATER DISTRICT	MILTON	8.00	100%
2342030	MOUNTAIN RIVER CONDOMINIUM	THORNTON	0.49	100%
1681010	NEWFIELDS VILLAGE WATER & SEWER DISTRICT	NEWFIELDS	1.50	30%
1741010	NEWPORT WATER DEPT	NEWPORT	50.00	83%
0162270	NORDIC VILLAGE	BARTLETT	50.00	100%
0162050	NORTH LEDGE	BARTLETT	3.70	100%
1332010	OYSTER RIVER CONDO ASSOCIATION	LEE	2.00	100%
0251010	PENACOOK BOSCAWEN WATER PREC	BOSCAWEN	20.00	100%
2462050	PILLSBURY LAKE VILLAGE DISTRICT	WEBSTER	5.00	71%
1971010	RAYMOND WATER DEPARTMENT	RAYMOND	16.00	100%
0162100	RIVERSBEND	BARTLETT	0.30	100%
2001010	ROCHESTER WATER DEPARTMENT	ROCHESTER	26.00	17%
2041010	RYE WATER DISTRICT	RYE	49.00	100%
0583010	SPRUCE VALLEY COOPERATIVE, INC.	DANVILLE	1.00	100%
0162410	STILLINGS GRANT	BARTLETT	2.00	100%
2313010	TAMWORTH MOBILE HOME PARK	TAMWORTH	1.00	100%
1461010	VILLAGE DISTRICT OF EIDELWEISS	MADISON	15.00	100%
1402020	VILLAGES AT LOUDON	LOUDON	2.00	100%
2542070	VILLAGES OF WINDHAM	WINDHAM	2.00	100%
0341030	WATERVILLE ESTATES VILLAGE DISTRICT	CAMPTON	22.00	88%
2562010	WENTWORTH ESTATES WATER	WOLFEBORO	1.00	100%
		TOTAL MILES	804.7	

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Project Planning and Communication with NHDES
By April 1, 2023, NEWDS shall provide to NHDES a survey schedule for the systems, indicating when the surveys shall take place.

NEWDS shall forward the photograph of the section of the system completed daily to NHDES, by no later than the following day.

On the first business day of each month to follow, NEWDS shall submit an updated list of surveys to be completed that month and a list of surveys completed to date.

Communication and Meetings
NEWDS shall contact each water system prior to the leak detection survey to schedule the survey to and request the following:

- A map in the form of a PDF file or paper plan of the area to be surveyed that clearly shows the area to be surveyed, street names, pipe materials, pipe diameters, and contact points (ex. hydrants, valves, curb stops). 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.
- 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.

NEWDS shall meet with the system representatives prior to starting the survey at each system and go over the following:

- The survey process and methodology.
- The system plans provided and the portion of the system to be surveyed.
- Days or hours NEWDS plans to be onsite to complete the survey.
- Days or times system staff will join NEWDS for the survey.
- Contact information for the system representative that NEWDS will check in with each day.

NEWDS shall check in with the water system representative daily and provide the following:

- A summary of the findings in the field and, if necessary or per the representative's request, review results in the field.
- A photograph or copy of the system distribution plan with the sections of the survey completed.
- Changes to the survey schedule.

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- 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.

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:

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- 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 and no later than two weeks from the completion of the survey, a final report shall be prepared and submitted to the water system and copied to NHDES. 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.

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:
1051010	AQUARION WATER COMPANY OF NH	HAMPTON, NORTH HAMPTON, RYE AND STRATHAM	$5,250.00
0153030	BARRINGTON OAKS COOPERATIVE	BARRINGTON	$875.00
0161010	BARTLETT VILLAGE WATER PRECINCT	BARTLETT	$1,250.00
2312070	CHOCORUA MEADOWS	TAMWORTH	$875.00
0461010	CLAREMONT WATER DEPARTMENT	CLAREMONT	$3,063.00
0501010	CONCORD WATER DEPARTMENT	CONCORD	$5,250.00
1672020	COPPLE CROWN VILLAGE DISTRICT	NEW DURHAM	$950.00
0162190	CRAWFORD HILLS	BARTLETT	$875.00
0651010	DOVER WATER DEPARTMENT	DOVER	$8,750.00
1141020	EMERALD LAKE VILLAGE DISTRICT	HILLSBOROUGH	$1,350.00
0771010	EPSOM VILLAGE WATER DISTRICT	EPSOM	$1,175.00
0162350	GOODRICH PROPERTY	BARTLETT	$875.00
0921010	GORHAM WATER & SEWER DEPARTMENT	GORHAM	$2,750.00
0952020	GRAY LEDGES CONDO OWNER'S ASSOC	GRANTHAM	$950.00
0881020	GUNSTOCK ACRES VILLAGE WATER DISTRICT	GILFORD	$1,750.00
0512270	HALE ESTATES HOMEOWNERS ASSOC	CONWAY	$955.00
1211010	JACKSON WATER PRECINCT	JACKSON	$955.00
1221010	JAFFREY WATER WORKS	JAFFREY	$4,150.00
1241010	KEENE WATER DEPARTMENT	KEENE	$6,150.00
1281010	LACONIA WATER DEPARTMENT	LACONIA	$3,600.00
0032010	LEDGES AT NEWFOUND LAKE	ALEXANDRIA	$875.00
1361010	LISBON WATER DEPT	LISBON	$1,300.00
1672010	MANITOOS SHORES	NEW DURHAM	$875.00
1921020	MERIDEN VILLAGE WATER DISTRICT	PLAINFIELD	$925.00
2392030	MICHAWANIC VILLAGE CONDO ASSOC	WAKEFIELD	$895.00
1581010	MILTON WATER DISTRICT	MILTON	$875.00
2342030	MOUNTAIN RIVER CONDOMINIUM	THORNTON	$925.00
1681010	NEWFIELDS VILLAGE WATER & SEWER DISTRICT	NEWFIELDS	$955.00
1741010	NEWPORT WATER DEPT	NEWPORT	$4,250.00
0162270	NORDIC VILLAGE	BARTLETT	$4,250.00
0162050	NORTH LEDGE	BARTLETT	$875.00
1332010	OYSTER RIVER CONDO ASSOCIATION	LEE	$875.00
0251010	PENACOOK BOSCAWEN WATER PRECINCT	BOSCAWEN	$2,750.00
2462050	PILLSBURY LAKE VILLAGE DISTRICT	WEBSTER	$925.00
1971010	RAYMOND WATER DEPARTMENT	RAYMOND	$2,175.00
0162100	RIVERSBEND	BARTLETT	$925.00

Contractor Initials R.T.
Date 1/25/23

2001010	ROCHESTER WATER DEPARTMENT	ROCHESTER	$2,625.00
2041010	RYE WATER DISTRICT	RYE	$4,125.00
0583010	SPRUCE VALLEY COOPERATIVE, INC.	DANVILLE	$875.00
0162410	STILLINGS GRANT	BARTLETT	$915.00
2313010	TAMWORTH MOBILE HOME PARK	TAMWORTH	$925.00
1461010	VILLAGE DISTRICT OF EIDELWEISS	MADISON	$2,175.00
1402020	VILLAGES AT LOUDON	LOUDON	$925.00
2542070	VILLAGES OF WINDHAM	WINDHAM	$915.00
0341030	WATERVILLE ESTATES VILLAGE DISTRICT	CAMPTON	$2,775.00
2562010	WENTWORTH ESTATES WATER	WOLFEBORO	$955.00
		TOTAL PAYMENT AMOUNT	**$93,658.00**

Contractor Initials R.T.
Date 11/25/23

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, 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: **0005912887**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 27th day of December A.D. 2022.

David M. Scanlan

Secretary of State

CERTIFICATE OF AUTHORITY

I, Randall S. Troupe hereby certify that I am the sole member of New England Water Distribution Services, LLC and have been the sole member since March 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 Troupe

Date: 1/23/2023

State of New Hampshire, County of Hillsboro.

On this the 23rd day of January 2023, before me Roberta Weiser, the undersigned officer, personally appeared Randall Troupe, 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.

Roberta L Weiser

Roberta L Weiser
Notary Public, State of New Hampshire
My Commission Expires April 8, 2025

TROUWAT-01 SMARSHALL

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/9/2022

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
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 ADDRESS: rdouglas@lfrobbins.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Nautilus Ins. Group	
INSURER B : AIM Mutual Insurance Companies	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
New England Water Distribution Services, LLC
6 Hancock Road
Windham, NH 03087

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	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			NN1487345	12/10/2022	12/10/2023	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: Y	N / A		AWC40070386252022A	8/30/2022	8/30/2023	E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							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

State of New Hampshire
Department of Environmental Services
29 Hazen Drive
PO Box 95
Concord, NH 03302

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Sharon Marshall

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Attachment A
Leak Detection Survey Proposal Rankings

Rankings for Firms Responding to Request for Proposals

Firm	Overall Understanding (20 Points)	Adequacy of Approach (20 Points)	Qualifications and Experience (20 Points)	Total Cost (20 Points)	Time to Complete (20 Points)	Total
New England Water Distribution Services, LLC	16	19	17	20	17	89

Review Team Members

Name	Title	Bureau	Years of Service
Stacey Herbold	Environmentalist IV	Drinking Water and Groundwater Bureau	18
Kelsey Vaughn	Environmentalist III	Drinking Water and Groundwater Bureau	11