



The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner

April 2, 2024



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

REQUESTED ACTION

Authorize the New Hampshire Department of Environmental Services (NHDES) to enter into a contract with Mass Tank Inspection Services LLC (MTIS) (VC #230712-B001), Middleboro, MA, in the amount of \$283,976 to conduct inspections of potable water storage tanks throughout the State of New Hampshire, effective upon approval by Governor and Council through May 1, 2026. 100% Federal Funds.

Funding is available in the following account:

| | |
|--|----------------|
| | <u>FY 2024</u> |
| 03-44-44-441018-5564-102-500731 | \$283,976 |
| Department of Environmental Services, DWSRF BIL Administration, Contracts for Program Services | |

EXPLANATION

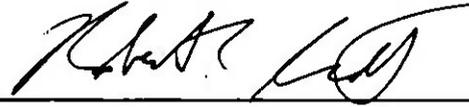
NHDES requests approval to enter into a contract with MTIS to conduct the cleaning and inspection of 124 potable water storage tanks at 68 public water systems throughout the State of New Hampshire. Administrative Rules Env-Dw 503 Public Water System General Operational Requirements and Env-Dw 504 Public Water System Maintenance Requirements require operators and suppliers of water to keep all necessary public water system components in operation and maintain such components in good operating condition to ensure components function as intended. This initiative is intended to aid water systems in meeting these requirements for their potable water storage tanks, which are one of the most important assets within a water utility. New Hampshire has a substantial number of potable water storage tanks that have never been inspected and are nearing the end of the asset life expectancy.

NHDES solicited interest from community public water systems with tanks less than 25,000 gallons to participate in a program to have a qualified firm clean the interior of the tank and evaluate the structural integrity. A Request for Proposal (RFP) was prepared for the cleaning and inspection of all eligible tanks identified through the solicitation and was posted on the Department of Administrative Services Purchase and Property website. NHDES received bid submittals from four firms that specialize in tank cleanings and inspections. See Attachment A for the companies that responded and the respective ranking of those proposals. MTIS has indicated they have the staff, qualifications, and experience suitable to conduct the work as identified in the RFP scope of services. MTIS was selected based on these qualifications and overall understanding of the RFP.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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This agreement has been approved as to form, substance, and execution by the Office of the Attorney General. In the event federal funds no longer become available, general funds will not be requested to support this contract.

We respectfully request your approval.



Robert R. Scott
Commissioner

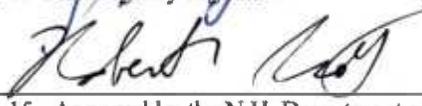
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 03302 | |
| 1.3 Contractor Name Mass Tank Inspection Services LLC | | 1.4 Contractor Address 29 Abbey Ln., Middleboro, MA 02346 | |
| 1.5 Contractor Phone Number 508-923-3445 | 1.6 Account Unit and Class 03-44-44-441018-5564-102 | 1.7 Completion Date 5/1/2026 | 1.8 Price Limitation \$283,976 |
| 1.9 Contracting Officer for State Agency Mathew Deterling | | 1.10 State Agency Telephone Number 603-271-1994 | |
| 1.11 Contractor Signature  Date: 4/1/2024 | | 1.12 Name and Title of Contractor Signatory Randy Kuperberg, COU | |
| 1.13 State Agency Signature  Date: 4/4/24 | | 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: <u>Melissa Fates</u> , Melissa Fates On: <u>4/10/2024</u> | | | |
| 1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____ | | | |

Contractor Initials 
 Date 4/1/24

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, 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.

3.3 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. 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 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, 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 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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 and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. 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 age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. 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 this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.


4/1/24

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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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.

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) calendar 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) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, 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 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure 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 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, 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.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 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. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. 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 State's sovereign immunity, 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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. 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 any 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. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. 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.

23. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. 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.

26. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

Contractor Initials
Date 9/1/24

Exhibit A
Special Provisions

Federal Funds paid under this Agreement are from a Grant to the State from United States Environmental Protection Agency, New Hampshire Drinking Water State Revolving Fund under CFDA #66.468. All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant are hereby adopted in full force and effect to the relationship between the New Hampshire Department of Environmental Services (NHDES) and Mass Tank Inspection Services LLC (MTIS or "Contractor").

FEDERAL FUNDING ACCOUNTABILITY and TRANSPARENCY ACT (FFATA). The Subrecipient shall comply with the terms of the FFATA by providing NHDES with their Unique Entity Identifier (UEI), and all applicable Executive Compensation Data information as required under the FFATA. A Unique Entity ID may be obtained by visiting <https://www.sam.gov>.

SAM REGISTRATION: The Subrecipient must have an active registration with the System for Award Management (SAM) (<https://www.sam.gov>).

GENERALLY ACCEPTED ACCOUNTING PROCEDURES: The Subrecipient, if a governmental entity, shall maintain project accounts in accordance with the Generally Accepted Accounting Principles (GAAP), including standards relating to the reporting of infrastructure assets as issued by the Governmental Accounting Standards Board (GASB). The full text of Governmental Accounting Reporting Standards is available through the GASB website at: <http://www.gasb.org>.

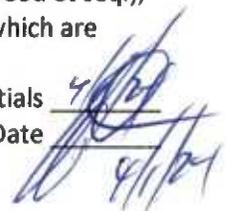
RECORDKEEPING REQUIREMENTS: The Subrecipient must maintain records and financial documents for five years after all funds have been expended or returned to the State and/or Treasury. Treasury may request transfer of records of long-term value at the end of such period. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.

Subrecipient must agree to provide or make available such records to the State and Treasury upon request, and to the Government Accountability Office ("GAO"), Treasury's Office of Inspector General ("OIG"), and their authorized representative in order to conduct audits or other investigations.

SINGLE AUDIT REQUIREMENTS: Recipients and subrecipients that expend more than \$750,000 in Federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F regarding audit requirements. Recipients and subrecipients may also refer to the Office of Management and Budget (OMB) Compliance Supplements for audits of federal funds and related guidance and the Federal Audit Clearinghouse to see example and single audit submissions.

CIVIL RIGHTS COMPLIANCE: The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply, and shall include in every contract or agreement funded with these funds this same requirement to comply, with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are

Contractor Initials
Date


4/1/21

herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

In order to carry out its enforcement responsibilities under Title VI of the Civil Rights Act, NHDES may collect and review information from subrecipients to ascertain their compliance with the applicable requirements before and after providing financial assistance. Treasury's implementing regulations, 31 CFR part 22, and the Department of Justice (DOJ) regulations, Coordination of Non-discrimination in Federally Assisted Programs, 28 CFR part 42, provide for the collection of data and information from recipients and subrecipients (see 28 CFR 42.406).

PERIOD OF PERFORMANCE: This agreement will commence upon approval of Governor and Council and the Project, including all reports required by this Agreement, shall be completed in its entirety prior to the completion date shown in block 1.7 of Form Number P-37.

PROCUREMENT, SUSPENSION AND DEBARMENT: Recipients are responsible for ensuring that any procurement using SLFRF funds, or payments under procurement contracts using such funds are consistent with the procurement standards set forth in the Uniform Guidance at 2 CFR 200.317 through 2 CFR 200.327, as applicable. The Uniform Guidance establishes in 2 CFR 200.319 that all procurement transactions for property or services must be conducted in a manner providing full and open competition, consistent with standards outlined in 2 CFR 200.320, which allows for non-competitive procurements only in circumstances where at least one of the conditions below is true: the item is below the micro-purchase threshold; the item is only available from a single source; the public exigency or emergency will not permit a delay from publicizing a competitive solicitation; or after solicitation of a number of sources, competition is determined inadequate. Subrecipients must have and use documented procurement procedures that are consistent with the standards outlined in 2 CFR 200.317 through 2 CFR 200.320.

Subrecipient shall fully comply with Subpart C of 2 C.F.R. Part 180 entitled, "Responsibilities of Participants Regarding Transactions Doing Business With Other Persons," as implemented and supplemented by 2 C.F.R. Part 1532. subrecipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 C.F.R. Part 180, entitled "Covered Transactions," and 2 C.F.R. § 1532.220, includes a term or condition requiring compliance with 2 C.F.R. Part 180, Subpart C. subrecipient is responsible for further requiring the inclusion of a similar term and condition in any subsequent lower tier covered transactions. subrecipient acknowledges that failing to disclose the information required under 2 C.F.R. § 180.335 to NHDES may result in the delay or negation of this assistance agreement, or pursuance of administrative remedies, including suspension and debarment. Subrecipients may access the System for Award Management (SAM) exclusion list at <https://sam.gov/SAM/> to determine whether an entity or individual is presently excluded or disqualified.

By entering into this agreement, the subrecipient certifies that the subrecipient is not debarred or suspended. Furthermore, the subrecipient certifies that no part of this contract will be subcontracted to a debarred or suspended person or firm.

Contractor Initials

Date


9/11/24

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT: This term and condition implements 2 CFR 200.216 and is effective for obligations and expenditures of EPA financial assistance funding on or after 8/13/2020. As required by 2 CFR 200.216, EPA recipients and subrecipients, including borrowers under EPA funded revolving loan fund programs, are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

Recipients, subrecipients, and borrowers also may not use EPA funds to purchase:

- a. For the purpose of public safety, security of government facilities, physical security surveillance of critical Page 4 of 29 infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- b. Telecommunications or video surveillance services provided by such entities or using such equipment.
- c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Consistent with 2 CFR 200.471, costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, and cloud servers are allowable except for the following circumstances:

- a. Obligating or expending EPA funds for covered telecommunications and video surveillance services or equipment or services as described in 2 CFR 200.216 to:
 - (1) Procure or obtain, extend or renew a contract to procure or obtain;
 - (2) Enter into a contract (or extend or renew a contract) to procure; or
 - (3) Obtain the equipment, services, or systems. Certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the System for Award Management exclusion list which can be found at <https://www.sam.gov/SAM/pages/public/index.jsf>.

OTHER SPECIAL PROVISIONS

- **Termination**

Section 9.2 of the Agreement shall be amended to read as follows: "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 thirty (30) calendar days after the date of termination, a report ("Termination Report") describing in

Contractor Initials

Date


9/11/24

detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within thirty (30) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement."

A. In addition to the above special provisions, the following provisions as required by federal regulations apply to this Agreement:

1. **Changes to the Scope of Services** or reallocation of funds require NHDES approval in advance. Payments will be made based on submitted invoices. Work must be completed by the completion date listed on the agreement (section 1.7).
2. **Allowable costs.** All costs charged to this Agreement shall be eligible, necessary, and reasonable for performing the tasks outlined in the approved project scope of services. The costs, including match, shall be incurred during the period of performance of the project, and shall be allowable, meaning that the costs must conform to specific federal requirements detailed in 2 CFR part 200 Subpart E.
3. **Property Management.** The Contractor shall comply with the property management and procedures detailed in 2 CFR Part 200 Subpart D, if applicable.
4. **Restrictions on Lobbying.** The Contractor shall comply with the terms of 15 CFR part 28 and 2 CFR Part 200 Subpart E which prohibit the use of federal Contract funds to influence (or attempt to influence) a federal employee and requires the submission of Standard Form LLL ("Disclosure of Lobbying Activities") if nonfederal funds have been used to influence (or attempt to influence) a federal employee.
5. **Drug-Free Workplace.** The Contractor shall comply with the terms of 2 CFR part 1329 which require that as a condition of the Agreement, certification that they maintain a drug-free workplace. By signing and submitting the Agreement, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity associated with the Agreement.
6. **Protection for Whistleblowers.** The Contractor shall comply with the terms of 41 U.S.C. §471 regarding Whistleblower protections. As described in 41 USC §471 "an employee of a contractor, subcontractor, grantee, or subgrantee or personal services contractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (2) information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant."

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Exhibit B
Scope of Services

MTIS shall perform the cleaning and inspection of multiple potable water storage tanks at various public water systems throughout the State of New Hampshire. Appendix A contains a list of tanks to be cleaned and inspected.

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

Communication with Systems and System Owner Responsibilities

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

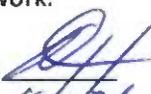
- A. Contact each system's designated representative and primary operator via the contact list (to be provided by the Contracting Officer) to kick off the project and schedule a date for the services outlined in Exhibit B. During this contact, MTIS shall discuss the expectations and needs to complete the services (including the responsibilities of the owner to prepare the tank for service) to minimize downtime and ensure backup systems are in place. MTIS shall confirm hatch size and access, the process for creating access where applicable, operational limitations with the tank offline, tank history and maintenance information, plans for back up water needs, and a contingency for emergency tank repair. Reasonable accommodations to meeting the needs of the water system shall be made at all stages of the work.
- B. One week prior to the scheduled inspection, MTIS shall reach out to the water system and ensure the water system will have the water level in the tank drawn down and, where applicable, the manway or tank has been made accessible prior to the scheduled inspection.
 1. In the event a water system is unresponsive, MTIS shall inform the Contracting Officer. The Contracting Officer shall provide support to MTIS in reaching the unresponsive water system.
- C. Inform system owners, or designated representative, of recommended upgrades, repairs, rehabilitations, and replacements in a timely and effective manner. When possible, the opportunity to complete repairs should be given to the system owner while the tanks are offline for cleaning and inspection.

NHDES has contacted the owners of the water systems selected to receive services and outlined the fiscal and operational owner responsibilities below, which have been acknowledged and accepted as terms for participation in the program:

- A. Ensuring that all work is coordinated with the primary operator and the primary operator or the operator's assigned representative oversees all work conducted under this grant.
- B. Ensuring that tanks are drained prior to the start of work.
- C. Providing any and all accommodations to supply water service that meets drinking water standards, as the tanks will be offline for longer than 24 hours.
- D. Coordinating with the selected contractor in a timely and efficient manner.
- E. Ensuring that the tank is clean and ready to be brought online after cleaning and inspection through a clean bacteria sample.
- F. Providing safe access pathways to buried tank hatches.
- G. Filling the tank after disinfection (coordinate with primary operator).
- H. Notifying NHDES if any significant deficiencies are corrected as an outcome of this work.

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Communication with NHDES

At least three weeks prior to the start of field work, MTIS shall meet with NHDES to kick off the project. At this time, MTIS shall also provide NHDES with a tentative schedule for the systems, indicating when each tank will be cleaned and inspected.

At the beginning of the start of field work and on every first business day of each month to follow, an updated list of tanks to be completed that month and a list of completed cleanings and inspections to date shall be submitted to NHDES.

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

Completion of the Cleanings and Inspections

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

Task 1 – Cleaning and Inspection Field Work

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

- A. Arrive on site at the mutually agreed upon date and time for the cleaning and inspection work following coordination with the system owner or designated representative.
- B. Document the longitude and latitude of the tank.
- C. Clean the interior floor and walls of the tank by a pressure washer to remove all sediment, silt, etc. The water used in the washing activity shall be potable water. The residual material shall be removed from the tank and properly disposed of on site.
- D. Measure the steel thickness by use of an ultrasonic gage. A minimum of four readings shall be taken per shell ring.
- E. Measure corrosion pit depth using a manual pit gage as accessible.
- F. Evaluate the condition of liner on interior of the tank and paint on the exterior of the tank including approximate percent of rusting, type of coating/lining failure and locations of concentrated failure any coating present.
- G. Evaluate metal loss due to corrosion such as pitting, layered corrosion or physical damage.
- H. Disinfect the tank in accordance with AWWA C652 after the work has been completed.
- I. Ensure the tank is properly sealed, including the replacement of the hatch gasket, if necessary.
- J. Visually observe and inspect sanitary and operational items such as sight tubes, vents, overflows, bug screens, hatches and padlocks and foundation pads or saddles for cracking and other deterioration.
- K. Identify, inspect and document pressure tank heads attached by “joggle joints.”

Task 2 – Individual Inspection Report

MTIS shall compile a report summarizing the findings of the inspection and provide a copy of the report to the water system owner, primary operator and NHDES within 60 days of the inspection. If there is more than one tank for a particular system included in the work, one report shall be provided that includes all information from all tanks. The report shall, at a minimum, include:

Contractor Initials

Date

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

Task 3 – Final Deliverable:

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

- A. Public water system ID;
- B. Water system name;
- C. Tank plate ID, if available;
- D. Tank capacity, in gallons;
- E. Tank material;
- F. Tank installation date, if available;
- G. Longitude; and
- H. Latitude.

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

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Date




Schedule

MTIS shall schedule the field work directly with the water systems or their designated representative. Every reasonable attempt shall be made to complete the work by May 1, 2026.

| Milestone | Milestone Timeline |
|--|---|
| NHDES provide MTIS list of system contact information | Upon Governor and Council approval of contract |
| MTIS to schedule kick off meeting with NHDES and provide NHDES Contracting Officer with a tentative field work schedule | Three weeks prior to the start of field work |
| MTIS to provide NHDES Contracting Officer updated field work schedule | Upon start of field work |
| MTIS to provide NHDES Contracting Officer with an updated field work schedule for the month including tanks to be cleaned and inspected that month and tanks completed to date | First business day of each month following start of field work |
| MTIS to provide NHDES Contracting Officer Individual Inspection Reports | Sixty days following field work completion for each system |
| MTIS to provide NHDES Contracting Officer Final Deliverable | Following completion of all field work and prior to May 1, 2026 |

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

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 Date 4/11/24

Exhibit C
Payment Terms

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

The billing address shall be as follows:

Via mail:
Attn: Mathew Deterling
NH Department of Environmental Services
Drinking Water and Groundwater Bureau
29 Hazen Drive, PO Box 95
Concord, NH 03302-0095

Or, via email: dwsustainability@des.nh.gov

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

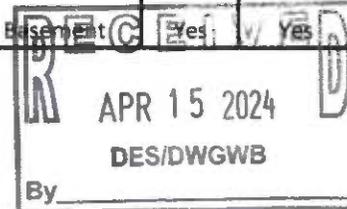
Contractor Initials

Date

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

| PWS ID | Water System Name | Location (Town/City) | Tank Capacity (gal) | Tank Material | Tank Install Year | Access Location | Existing Access | Power Available | Atmospheric/Hydropneumatic | Hatch Dimensions |
|---------|------------------------------|----------------------|---------------------|---------------|-------------------|-----------------|-----------------|-----------------|----------------------------|------------------|
| 0062050 | Lakeside at Winnepesaukee | Alton | 15,000 | Unknown | Unknown | Pump House | Yes | Yes | Atmospheric | |
| 0072070 | Souhegan Woods | Amherst | 10,000 | Steel | 1990 | Pump House | Yes | Yes | Hydropneumatic | |
| 0151010 | Swains Lake Village Water | Barrington | 15,000 | Steel | 1986 | Outside | Yes | Yes | Atmospheric | 24" |
| 0151010 | Swains Lake Village Water | Barrington | 15,000 | Steel | 1986 | Outside | Yes | Yes | Atmospheric | 24" |
| 0153030 | Barrington Oaks | Barrington | 4,000 | Steel | Unknown | Hatch top | Yes | Yes | Hydropneumatic | |
| 0153030 | Barrington Oaks | Barrington | 10,000 | Steel | Unknown | Hatch top | Yes | Yes | Atmospheric | |
| 0162100 | Riversbend | Bartlett | 4,000 | steel | 1991 | Pump House | Yes | Yes | Atmospheric | 21" |
| 0162410 | Stillings Grant | Bartlett | 8,000 | Steel | 1989 | Pump House | Yes | Yes | Atmospheric | 28" |
| 0162410 | Stillings Grant | Bartlett | 2,000 | Steel | 1989 | Pump House | Yes | Yes | Hydropneumatic | 18"x12" |
| 0212020 | Mountainside at Crotched Mtn | Bennington | 23,000 | Steel | 1987 | Pump House | Yes | Yes | Atmospheric | 20" |
| 0212030 | Birches of Bennington | Bennington | 2,746 | Steel | Unknown | Buried | Yes | Yes | Hydropneumatic | 28" |
| 0212030 | Birches of Bennington | Bennington | 8,000 | Steel | Unknown | Buried | Yes | Yes | Atmospheric | 28" |
| 0262010 | Evergreen Drive Water | Bow | 12,000 | Steel | 1971 | Pump House | Yes | Yes | Atmospheric | |
| 0262010 | Evergreen Drive Water | Bow | 1,800 | Steel | 1971 | Pump House | Yes | Yes | Atmospheric | |
| 0262050 | White Rock | Bow | 20,000 | Steel | 2001 | Pump House | Yes | Yes | Atmospheric | N/A |
| 0262050 | White Rock | Bow | 20,000 | Steel | 2001 | Pump House | Yes | Yes | Atmospheric | N/A |
| 0262050 | White Rock | Bow | 20,000 | Steel | 2001 | Pump House | Yes | Yes | Atmospheric | N/A |
| 0342100 | Coachman Condos | Campton | 3,300 | Steel | 1986 | Pump House | Yes | N/A | Hydropneumatic | |
| 0343020 | Two Rivers Coop | Campton | 4,761 | Steel | 1981 | Pump House | Yes | Yes | Hydropneumatic | 11.5"x14.5 |
| 0432030 | Chesterbrook | Chester | 12,500 | Concrete | Unknown | Buried | Yes | Yes | Atmospheric | 32"x24" |
| 0432030 | Chesterbrook | Chester | 12,500 | Concrete | Unknown | Buried | Yes | Yes | Atmospheric | 32"x24" |
| 0513100 | Mountainvale MHP | Conway | 7,390 | Steel | 1972 | Pump House | Yes | Yes | Hydropneumatic | 17" |
| 0594020 | The Inn at Deerfield | Deerfield | 1,000 | Polyethylene | 2000 | Basement | Yes | Yes | Atmospheric | 16" |
| 0594020 | The Inn at Deerfield | Deerfield | 1,000 | Polyethylene | 2000 | Basement | Yes | Yes | Atmospheric | 16" |



Contractors Initials

Date: *[Signature]*

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

| PWS ID | Water System Name | Location (Town/City) | Tank Capacity (gal) | Tank Material | Tank Install Year | Access Location | Existing Access | Power Available | Atmospheric/Hydropneumatic | Hatch Dimensions |
|---------|----------------------|----------------------|---------------------|---------------|-------------------|-----------------|-----------------|-----------------|----------------------------|------------------|
| 0594020 | The Inn at Deerfield | Deerfield | 1,000 | Polyethylene | 2000 | Basement | Yes | Yes | Atmospheric | 16" |
| 0612070 | Glen Ridge | Derry | 20,000 | Concrete | 2007 | Buried | Yes | Yes | Atmospheric | |
| 0612070 | Glen Ridge | Derry | 15,000 | Concrete | 2011 | Buried | Yes | Yes | Atmospheric | |
| 0612140 | Hi and Low Estates | Derry | 20,000 | Steel | 1985 | Pump House | Yes | Yes | Atmospheric | |
| 0612140 | Hi and Low Estates | Derry | 2,300 | Steel | 1985 | Pump House | Yes | Yes | Hydropneumatic | |
| 0612240 | Willow Bend | Derry | 5,000 | Steel | 1997 | Pump House | Yes | Yes | Atmospheric | 24"x24" |
| 0612240 | Willow Bend | Derry | 1,000 | Steel | 1997 | Pump House | Yes | Yes | Hydropneumatic | 12"x18" |
| 0753030 | Lower Shaker Village | Enfield | 10,000 | Unknown | 1992 | Manhole | Yes | Yes | Atmospheric | 30" |
| 0753030 | Lower Shaker Village | Enfield | 10,000 | Unknown | 1992 | Manhole | Yes | Yes | Atmospheric | 30" |
| 0753030 | Lower Shaker Village | Enfield | 5,000 | Unknown | 1986 | Manhole | Yes | Yes | Atmospheric | 30" |
| 0762040 | Melling Glen | Epping | 7,500 | Steel | 1986 | Pump House | Yes | Yes | Atmospheric | 24" |
| 0762040 | Melling Glen | Epping | 7,500 | Steel | 1986 | Buried | Yes | Yes | Atmospheric | 24" |
| 0762050 | Governor's Green | Epping | 10,000 | Steel | 1986 | Pump House | Yes | Yes | Atmospheric | 16" |
| 0762050 | Governor's Green | Epping | 2,000 | Steel | 1986 | Pump House | Yes | Yes | Hydropneumatic | >14" |
| 0802020 | Exeter Highlands | Exeter | 8,000 | Steel | 1988 | Pump House | Yes | Yes | Atmospheric | 24" |
| 0802020 | Exeter Highlands | Exeter | 1,500 | Steel | 1988 | Pump House | Yes | Yes | Hydropneumatic | 20"x10" |
| 0952020 | Gray Ledges | Grantham | 12,000 | Steel | Unknown | Pump House | Yes | Yes | Atmospheric | |
| 1032090 | Glenwood North | Hampstead | 3,000 | Steel | 1987 | In Basement | Yes | Yes | Atmospheric | N/A |
| 1032090 | Glenwood North | Hampstead | 1,000 | Steel | 1987 | In Basement | Yes | Yes | Atmospheric | N/A |
| 1053030 | Taylor River Estates | Hampton | 9,300 | Steel | 1983 | Pump House | Yes | Yes | Atmospheric | Bulk head |
| 1053030 | Taylor River Estates | Hampton | 2,225 | Steel | 1983 | Pump House | Yes | Yes | Hydropneumatic | Bulk head |
| 1182050 | Wesco | Hooksett | 8,000 | Concrete | 2007 | Buried | Yes | Yes | Atmospheric | N/A |
| 1182050 | Wesco | Hooksett | 8,000 | Concrete | 2007 | Buried | Yes | Yes | Atmospheric | N/A |
| 1212130 | Eagle Brook | Jackson | 5,000 | Steel | 1988 | Pump House | Yes | Yes | Atmospheric | 18" |
| 1212130 | Eagle Brook | Jackson | 2,000 | Steel | 1988 | Pump House | Yes | Yes | Hydropneumatic | 16.25"x12.25" |
| 1272040 | Rowell Estates | Kingston | 10,000 | Steel | 2003 | Outside | Yes | Yes | Atmospheric | 24" |
| 1272040 | Rowell Estates | Kingston | 2,000 | Steel | 2003 | Pump House | Yes | Yes | Hydropneumatic | 12"x16" |

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

| PWS ID | Water System Name | Location (Town/City) | Tank Capacity (gal) | Tank Material | Tank Install Year | Access Location | Existing Access | Power Available | Atmospheric/Hydropneumatic | Hatch Dimensions |
|---------|--------------------------|----------------------|---------------------|--------------------------|-------------------|-----------------|-----------------|-----------------|----------------------------|------------------|
| 1282010 | Mountain View | Laconia | 6,020 | Steel | 1975 | Hatched | Yes | Yes | Atmospheric | N/A |
| 1323030 | Olympic MHP/Upper | Lebanon | 7,600 | Steel | Unknown | Pump House | Yes | Yes | Atmospheric | 24" |
| 1333020 | Pine Knoll Village | Lee | 20,000 | Steel | Unknown | Outside | Yes | | | |
| 1402020 | Villages at Loudon | Loudon | 10,000 | Fiber Reinforced Plastic | 2006 | Hatch top | Yes | Yes | Atmospheric | 28.5" |
| 1402020 | Villages at Loudon | Loudon | 10,000 | Fiber Reinforced Plastic | 2006 | Hatch top | Yes | Yes | Atmospheric | 28.5" |
| 1612080 | West Wynde Village | Moultonborough | 2,500 | Polyethylene | 2012 | Pump House | Yes | Yes | Atmospheric | 12'x12' |
| 1612200 | Land's End | Moultonborough | 6,000 | Steel | 1985 | Pump House | Yes | Yes | Atmospheric | |
| 1612200 | Land's End | Moultonborough | 6,000 | Steel | 1985 | Pump House | Yes | Yes | Atmospheric | |
| 1612230 | Kilnwood on Kanasatka | Moultonborough | 10,000 | Steel | 1970 | Collar Access | Yes | No | Atmospheric | 30" |
| 1732030 | Great Bay | Newmarket | 5,000 | Steel | 1986 | Pump House | Yes | Yes | Atmospheric | |
| 1732030 | Great Bay | Newmarket | 5,000 | Steel | 1986 | Pump House | Yes | Yes | Atmospheric | |
| 1732030 | Great Bay | Newmarket | 5,000 | Steel | 1986 | Pump House | Yes | Yes | Hydropneumatic | |
| 1742010 | Cary and Alan St Dev | Newport | 500 | Steel | 1949 | Pump House | Yes | Yes | Hydropneumatic | 30" |
| 1763010 | Soda Brook Cooperative | Northfield | 15,000 | Steel | 2005 | Pump House | Yes | Yes | Atmospheric | 23.5" |
| 1763010 | Soda Brook Cooperative | Northfield | 1,000 | Steel | 2005 | Pump House | Yes | Yes | Hydropneumatic | 16.5" x 12.5" |
| 1793020 | Loon Estates Cooperative | Northwood | 5,000 | Steel | 2015 | Buried | Yes | Yes | Atmospheric | 30" |
| 1831010 | Orford Village District | Orford | 27,000 | Steel | 2007 | Buried | Yes | Yes | Atmospheric | 36"x36" |
| 1851010 | Williamsburg | Pelham | 10,000 | Steel | 1973 | Pump House | Yes | Yes | Atmospheric | N/A |
| 1851010 | Williamsburg | Pelham | 10,000 | Steel | 1973 | Pump House | Yes | Yes | Atmospheric | N/A |
| 1851010 | Williamsburg | Pelham | 10,000 | Steel | 1973 | Pump House | Yes | Yes | Atmospheric | N/A |
| 1851010 | Williamsburg | Pelham | 10,000 | Steel | 1973 | Pump House | Yes | Yes | Atmospheric | N/A |
| 1851010 | Williamsburg | Pelham | 10,000 | Steel | 1973 | Pump House | Yes | Yes | Atmospheric | N/A |
| 1851010 | Williamsburg | Pelham | 10,000 | Steel | 1973 | Pump House | Yes | Yes | Atmospheric | N/A |

Contractors Initials

Date

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

| PWS ID | Water System Name | Location (Town/City) | Tank Capacity (gal) | Tank Material | Tank Install Year | Access Location | Existing Access | Power Available | Atmospheric/Hydropneumatic | Hatch Dimensions |
|---------|----------------------------|----------------------|---------------------|---------------|-------------------|-----------------|-----------------|-----------------|----------------------------|------------------|
| 1851010 | Williamsburg | Pelham | 10,000 | Steel | 1973 | Pump House | Yes | Yes | Hydropneumatic | N/A |
| 1852020 | Gage Hill | Pelham | 10,000 | Steel | 2009 | Buried | Yes | Yes | Atmospheric | |
| 1852090 | Simpson Mill Road | Pelham | 10,000 | steel | 2005 | Outside Hatch | Yes | Yes | Atmospheric | 30" |
| 1852100 | Boulder Hills | Pelham | 5,000 | Steel | 2007 | Pump House | Yes | Yes | Atmospheric | N/A |
| 1852130 | Garland Woods | Pelham | 20,000 | Steel | 2016 | Buried | Yes | Yes | Atmospheric | 24" |
| 1932020 | Golden Hill Estates | Plaistow | 10,000 | Concrete | 2013 | Pump House | Yes | Yes | Atmospheric | |
| 1932070 | Valley Field | Plaistow | 10,000 | Steel | 1987 | Pump House | Yes | Yes | Atmospheric | - |
| 1932070 | Valley Field | Plaistow | 10,000 | Steel | 1987 | Pump House | Yes | Yes | Atmospheric | - |
| 1932070 | Valley Field | Plaistow | 10,000 | Steel | 1987 | Pump House | Yes | Yes | Atmospheric | - |
| 1932070 | Valley Field | Plaistow | 6,300 | Steel | 1987 | Pump House | Yes | Yes | Hydropneumatic | - |
| 1932090 | Greenfield Hill Estates | Plaistow | 15,000 | Steel | 1986 | Pump House | Yes | Yes | Atmospheric | 24" |
| 1932090 | Greenfield Hill Estates | Plaistow | 12,000 | Concrete | 1998 | Pump House | Yes | Yes | Atmospheric | 24" |
| 1932200 | Sweet Hill | Plaistow | 12,000 | Steel | 1996 | Pump House | Yes | Yes | Atmospheric | |
| 1932200 | Sweet Hill | Plaistow | 20,000 | Steel | Unknown | Buried | Yes | Yes | Atmospheric | - |
| 1932200 | Sweet Hill | Plaistow | 1,300 | Steel | 1996 | Pump House | Yes | Yes | Hydropneumatic | - |
| 1932210 | West Pine Condos | Plaistow | 7,200 | Steel | 1988 | Hatch | Yes | Yes | Atmospheric | 24" |
| 1973050 | Hill Top Coop | Raymond | 7,000 | Unknown | Unknown | Pump House | Yes | | Atmospheric | |
| 1992070 | Payson Village | Rindge | 2,100 | Polyethylene | 2011 | Pump House | Yes | Yes | Atmospheric | 20" |
| 1992070 | Payson Village | Rindge | 2,100 | Polyethylene | 2011 | Pump House | Yes | Yes | Atmospheric | 20" |
| 2004010 | Inn at Secretariat Estates | Rochester | 2,500 | Polyethylene | 2004 | inside Condos | Yes | Yes | Atmospheric | 18" |
| 2004010 | Inn at Secretariat Estates | Rochester | 2,500 | Polyethylene | 2004 | Inside Condos | Yes | Yes | Atmospheric | 18" |
| 2052030 | Lancaster Farms | Salem | 20,000 | Steel | 1983 | Pump House | Yes | Yes | Atmospheric | 16" |
| 2052030 | Lancaster Farms | Salem | 7,390 | Steel | 1983 | Pump House | Yes | Yes | Hydropneumatic | 11"x15" |
| 2052070 | Autumn Woods | Salem | 20,000 | Steel | 1996 | Pump House | Yes | Yes | Atmospheric | |
| 2052070 | Autumn Woods | Salem | 20,000 | Steel | 1996 | Pump House | Yes | Yes | Atmospheric | |
| 2053020 | Ackerman Retirement Park | Salem | 5,000 | Steel | Unknown | Pump House | Yes | Yes | Hydropneumatic | N/A |

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

| PWS ID | Water System Name | Location (Town/City) | Tank Capacity (gal) | Tank Material | Tank Install Year | Access Location | Existing Access | Power Available | Atmospheric/Hydropneumatic | Hatch Dimensions |
|---------|---------------------------|----------------------|---------------------|---------------|-------------------|-----------------|-----------------|-----------------|----------------------------|------------------|
| 2053020 | Ackerman Retirement Park | Salem | 5,000 | Steel | Unknown | Pump House | Yes | Yes | Hydropneumatic | N/A |
| 2053020 | Ackerman Retirement Park | Salem | 5,000 | Steel | Unknown | Pump House | Yes | Yes | Hydropneumatic | N/A |
| 2232030 | Salt River Condos | Stratham | 10,000 | Steel | Unknown | Buried | Yes | Yes | Atmospheric | N/A |
| 2232160 | Burnhaven | Stratham | 2,700 | Steel | 1992 | Pump House | Yes | Yes | Hydropneumatic | 16x12" |
| 2232160 | Burnhaven | Stratham | 10,000 | Steel | 1992 | Pump House | Yes | Yes | Atmospheric | 18" |
| 2232200 | Chisholm Farm | Stratham | 20,000 | Steel | 2004 | Hatch top | Yes | Yes | Atmospheric | 36" |
| 2232200 | Chisholm Farm | Stratham | 20,000 | Steel | 2004 | Hatch top | Yes | Yes | Atmospheric | 36" |
| 2272020 | Meadow Book at Sunapee | Sunapee | 8,000 | Steel | 1980 | Pump House | Yes | Yes | Atmospheric | |
| 2272020 | Meadow Book at Sunapee | Sunapee | 8,000 | Steel | 1980 | Pump House | Yes | Yes | Atmospheric | |
| 2272020 | Meadow Book at Sunapee | Sunapee | 1,000 | Steel | 1980 | Pump House | Yes | Yes | Hydropneumatic | |
| 2421010 | Glenclyff Improvement | Warren | 15,000 | Concrete | 1929 | Pump House | Yes | Yes | Atmospheric | 36" |
| 2422010 | South Main St Water Dist | Warren | 4,000 | Unknown | 1995 | Pump House | Yes | Yes | Atmospheric | 12"x20" |
| 2452010 | Daniels Lake | Weare | 9,000 | Steel | 2007 | Above ground | Yes | Yes | Atmospheric | |
| 2452010 | Daniels Lake | Weare | 2,500 | Steel | 2008 | Above ground | Yes | Yes | Hydropneumatic | |
| 2452010 | Daniels Lake | Weare | 2,500 | Steel | 2008 | Above ground | Yes | Yes | Hydropneumatic | |
| 2452030 | South Weare Water | Weare | 20,000 | Steel | 1968 | Pump House | Yes | Yes | Atmospheric | 30" |
| 2452030 | South Weare Water | Weare | 10,000 | Steel | 1988 | Pump House | Yes | Yes | Atmospheric | 30" |
| 2542080 | Wynridge Condo | Windham | 25,000 | Steel | 1984 | Pump House | Yes | Yes | Atmospheric | 3' |
| 2542140 | Castle Reach | Windham | 25,000 | Concrete | 2004 | Above ground | Yes | Yes | Atmospheric | |
| 2542140 | Castle Reach | Windham | 25,000 | Concrete | 2004 | Above ground | Yes | Yes | Atmospheric | |
| 2542170 | Lamplighter | Windham | 20,000 | Steel | 2004 | Pump House | Yes | Yes | Atmospheric | N/A |
| 2542170 | Lamplighter | Windham | 20,000 | Steel | 2004 | Pump House | Yes | Yes | Atmospheric | N/A |
| 2563010 | Birches of Wolfeboro Coop | Wolfeboro | 10,000 | Steel | 1984 | Pump House | Yes | Yes | Hydropneumatic | 24" |
| 2563010 | Birches of Wolfeboro Coop | Wolfeboro | 10,000 | Steel | 1984 | Pump House | Yes | Yes | Hydropneumatic | 24" |

Contractors Initials

Date

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[Handwritten Date: 4/1/24]

**Public Water Systems Tank Cleaning and Inspection
Appendix C: Payment Schedule**

| Bid Item | PWS ID | Water System Name | Location (Town/City) | Tank Capacity (gal) | Unit Bid Price for Cleaning and Inspection |
|----------|---------|------------------------------|----------------------|---------------------|--|
| 1000 | 0062050 | Lakeside at Winnepesaukee | Alton | 15,000 | \$3,450.00 |
| 1001 | 0072070 | Souhegan Woods | Amherst | 10,000 | \$3,450.00 |
| 1002 | 0151010 | Swains Lake Village Water | Barrington | 15,000 | \$1,725.00 |
| 1003 | 0151010 | Swains Lake Village Water | Barrington | 15,000 | \$1,725.00 |
| 1004 | 0153030 | Barrington Oaks | Barrington | 4,000 | \$1,725.00 |
| 1005 | 0153030 | Barrington Oaks | Barrington | 10,000 | \$1,725.00 |
| 1006 | 0162100 | Riversbend | Bartlett | 4,000 | \$1,725.00 |
| 1007 | 0162410 | Stillings Grant | Bartlett | 8,000 | \$1,725.00 |
| 1008 | 0162410 | Stillings Grant | Bartlett | 2,000 | \$1,725.00 |
| 1009 | 0212020 | Mountainside at Crotched Mtn | Bennington | 23,000 | \$3,450.00 |
| 1010 | 0212030 | Birches of Bennington | Bennington | 2,746 | \$2,010.00 |
| 1011 | 0212030 | Birches of Bennington | Bennington | 8,000 | \$2,010.00 |
| 1012 | 0262010 | Evergreen Drive Water | Bow | 12,000 | \$1,955.00 |
| 1013 | 0262010 | Evergreen Drive Water | Bow | 1,800 | \$1,955.00 |
| 1014 | 0262050 | White Rock | Bow | 20,000 | \$2,300.00 |
| 1015 | 0262050 | White Rock | Bow | 20,000 | \$2,300.00 |
| 1016 | 0262050 | White Rock | Bow | 20,000 | \$2,300.00 |
| 1017 | 0342100 | Coachman Condos | Campton | 3,300 | \$2,300.00 |
| 1018 | 0343020 | Two Rivers Coop | Campton | 4,761 | \$2,300.00 |
| 1019 | 0432030 | Chesterbrook | Chester | 12,500 | \$2,010.00 |
| 1020 | 0432030 | Chesterbrook | Chester | 12,500 | \$2,010.00 |
| 1021 | 0513100 | Mountainvale MHP | Conway | 7,390 | \$3,450.00 |
| 1022 | 0594020 | The Inn at Deerfield | Deerfield | 1,000 | \$1,955.00 |
| 1023 | 0594020 | The Inn at Deerfield | Deerfield | 1,000 | \$1,955.00 |
| 1024 | 0594020 | The Inn at Deerfield | Deerfield | 1,000 | \$1,955.00 |
| 1025 | 0612070 | Glen Ridge | Derry | 20,000 | \$2,450.00 |
| 1026 | 0612070 | Glen Ridge | Derry | 15,000 | \$2,450.00 |
| 1029 | 0612140 | Hi and Low Estates | Derry | 20,000 | \$2,450.00 |
| 1030 | 0612140 | Hi and Low Estates | Derry | 2,300 | \$1,955.00 |
| 1031 | 0612240 | Willow Bend | Derry | 5,000 | \$2,130.00 |
| 1032 | 0612240 | Willow Bend | Derry | 1,000 | \$1,725.00 |
| 1033 | 0753030 | Lower Shaker Village | Enfield | 10,000 | \$2,185.00 |
| 1034 | 0753030 | Lower Shaker Village | Enfield | 10,000 | \$2,185.00 |
| 1035 | 0753030 | Lower Shaker Village | Enfield | 5,000 | \$1,495.00 |
| 1036 | 0762040 | Melling Glen | Epping | 7,500 | \$1,725.00 |
| 1037 | 0762040 | Melling Glen | Epping | 7,500 | \$1,725.00 |
| 1038 | 0762050 | Governor's Green | Epping | 10,000 | \$2,185.00 |
| 1039 | 0762050 | Governor's Green | Epping | 2,000 | \$1,440.00 |
| 1040 | 0802020 | Exeter Highlands | Exeter | 8,000 | \$1,955.00 |
| 1041 | 0802020 | Exeter Highlands | Exeter | 1,500 | \$1,265.00 |
| 1042 | 0952020 | Gray Ledges | Grantham | 12,000 | \$3,450.00 |
| 1043 | 1032090 | Glenwood North | Hampstead | 3,000 | \$2,070.00 |
| 1044 | 1032090 | Glenwood North | Hampstead | 1,000 | \$1,495.00 |
| 1045 | 1053030 | Taylor River Estates | Hampton | 9,300 | \$2,530.00 |

Contractors Initials _____

Date _____

[Handwritten Signature]
Date *4/17*

**Public Water Systems Tank Cleaning and Inspection
Appendix C: Payment Schedule**

| Bid Item | PWS ID | Water System Name | Location (Town/City) | Tank Capacity (gal) | Unit Bid Price for Cleaning and Inspection |
|----------|---------|--------------------------|----------------------|---------------------|--|
| 1046 | 1053030 | Taylor River Estates | Hampton | 2,225 | \$1,265.00 |
| 1047 | 1182050 | Wesco | Hooksett | 8,000 | \$1,725.00 |
| 1048 | 1182050 | Wesco | Hooksett | 8,000 | \$1,725.00 |
| 1049 | 1212130 | Eagle Brook | Jackson | 5,000 | \$1,840.00 |
| 1050 | 1212130 | Eagle Brook | Jackson | 2,000 | \$1,265.00 |
| 1051 | 1272040 | Rowell Estates | Kingston | 10,000 | \$1,955.00 |
| 1052 | 1272040 | Rowell Estates | Kingston | 2,000 | \$1,150.00 |
| 1053 | 1282010 | Mountain View | Laconia | 6,020 | \$3,450.00 |
| 1054 | 1323030 | Olympic MHP/Upper | Lebanon | 7,600 | \$3,450.00 |
| 1055 | 1333020 | Pine Knoll Village | Lee | 20,000 | \$1,725.00 |
| 1056 | 1402020 | Villages at Loudon | Loudon | 10,000 | \$1,725.00 |
| 1057 | 1402020 | Villages at Loudon | Loudon | 10,000 | \$1,725.00 |
| 1058 | 1612080 | West Wynde Village | Moultonborough | 2,500 | \$1,725.00 |
| 1059 | 1612200 | Land's End | Moultonborough | 6,000 | \$1,725.00 |
| 1060 | 1612200 | Land's End | Moultonborough | 6,000 | \$1,725.00 |
| 1061 | 1612230 | Kilnwood on Kanasatka | Moultonborough | 10,000 | \$3,450.00 |
| 1062 | 1732030 | Great Bay | Newmarket | 5,000 | \$1,725.00 |
| 1063 | 1732030 | Great Bay | Newmarket | 5,000 | \$1,725.00 |
| 1064 | 1732030 | Great Bay | Newmarket | 5,000 | \$1,725.00 |
| 1065 | 1742010 | Cary and Alan St Dev | Newport | 500 | \$3,450.00 |
| 1066 | 1763010 | Soda Brook Cooperative | Northfield | 15,000 | \$2,070.00 |
| 1067 | 1763010 | Soda Brook Cooperative | Northfield | 1,000 | \$1,380.00 |
| 1068 | 1793020 | Loon Estates Cooperative | Northwood | 5,000 | \$3,450.00 |
| 1069 | 1831010 | Orford Village District | Orford | 27,000 | \$3,450.00 |
| 1070 | 1851010 | Williamsburg | Pelham | 10,000 | \$2,240.00 |
| 1071 | 1851010 | Williamsburg | Pelham | 10,000 | \$2,240.00 |
| 1072 | 1851010 | Williamsburg | Pelham | 10,000 | \$2,240.00 |
| 1073 | 1851010 | Williamsburg | Pelham | 10,000 | \$2,240.00 |
| 1074 | 1851010 | Williamsburg | Pelham | 10,000 | \$2,240.00 |
| 1075 | 1851010 | Williamsburg | Pelham | 10,000 | \$2,240.00 |
| 1076 | 1851010 | Williamsburg | Pelham | 10,000 | \$2,240.00 |
| 1077 | 1852020 | Gage Hill | Pelham | 10,000 | \$3,450.00 |
| 1078 | 1852090 | Simpson Mill Road | Pelham | 10,000 | \$3,450.00 |
| 1079 | 1852100 | Boulder Hills | Pelham | 5,000 | \$3,450.00 |
| 1080 | 1852130 | Garland Woods | Pelham | 20,000 | \$3,450.00 |
| 1081 | 1932020 | Golden Hill Estates | Plaistow | 10,000 | \$3,450.00 |
| 1082 | 1932070 | Valley Field | Plaistow | 10,000 | \$2,580.00 |
| 1083 | 1932070 | Valley Field | Plaistow | 10,000 | \$2,580.00 |
| 1084 | 1932070 | Valley Field | Plaistow | 10,000 | \$2,580.00 |
| 1085 | 1932070 | Valley Field | Plaistow | 6,300 | \$1,495.00 |
| 1086 | 1932090 | Greenfield Hill Estates | Plaistow | 15,000 | \$2,240.00 |
| 1087 | 1932090 | Greenfield Hill Estates | Plaistow | 12,000 | \$2,240.00 |
| 1088 | 1932200 | Sweet Hill | Plaistow | 12,000 | \$2,070.00 |
| 1089 | 1932200 | Sweet Hill | Plaistow | 20,000 | \$2,530.00 |

Contractors Initials

Date

[Handwritten Signature]
Date *11/21*

**Public Water Systems Tank Cleaning and Inspection
Appendix C: Payment Schedule**

| Bid Item | PWS ID | Water System Name | Location (Town/City) | Tank Capacity (gal) | Unit Bid Price for Cleaning and Inspection |
|-----------------|---------------|----------------------------|---------------------------------|--------------------------------|---|
| 1090 | 1932200 | Sweet Hill | Plaistow | 1,300 | \$1,256.00 |
| 1091 | 1932210 | West Pine Condos | Plaistow | 7,200 | \$3,450.00 |
| 1092 | 1973050 | Hill Top Coop | Raymond | 7,000 | \$3,450.00 |
| 1095 | 1992070 | Payson Village | Rindge | 2,100 | \$1,725.00 |
| 1096 | 1992070 | Payson Village | Rindge | 2,100 | \$1,725.00 |
| 1097 | 2004010 | Inn at Secretariat Estates | Rochester | 2,500 | \$1,725.00 |
| 1098 | 2004010 | Inn at Secretariat Estates | Rochester | 2,500 | \$1,725.00 |
| 1099 | 2052030 | Lancaster Farms | Salem | 20,000 | \$2,875.00 |
| 1100 | 2052030 | Lancaster Farms | Salem | 7,390 | \$2,300.00 |
| 1101 | 2052070 | Autumn Woods | Salem | 20,000 | \$2,875.00 |
| 1102 | 2052070 | Autumn Woods | Salem | 20,000 | \$2,875.00 |
| 1103 | 2053020 | Ackerman Retirement Park | Salem | 5,000 | \$2,875.00 |
| 1104 | 2053020 | Ackerman Retirement Park | Salem | 5,000 | \$1,955.00 |
| 1105 | 2053020 | Ackerman Retirement Park | Salem | 5,000 | \$1,955.00 |
| 1106 | 2232030 | Salt River Condos | Stratham | 10,000 | \$3,450.00 |
| 1107 | 2232160 | Burnhaven | Stratham | 2,700 | \$1,495.00 |
| 1108 | 2232160 | Burnhaven | Stratham | 10,000 | \$2,300.00 |
| 1109 | 2232200 | Chisholm Farm | Stratham | 20,000 | \$2,875.00 |
| 1110 | 2232200 | Chisholm Farm | Stratham | 20,000 | \$2,875.00 |
| 1111 | 2272020 | Meadow Book at Sunapee | Sunapee | 8,000 | \$2,240.00 |
| 1112 | 2272020 | Meadow Book at Sunapee | Sunapee | 8,000 | \$2,240.00 |
| 1113 | 2272020 | Meadow Book at Sunapee | Sunapee | 1,000 | \$1,495.00 |
| 1117 | 2421010 | Glenclyff Improvement | Warren | 15,000 | \$3,450.00 |
| 1118 | 2422010 | South Main St Water Dist | Warren | 4,000 | \$3,450.00 |
| 1119 | 2452010 | Daniels Lake | Weare | 9,000 | \$1,955.00 |
| 1120 | 2452010 | Daniels Lake | Weare | 2,500 | \$1,955.00 |
| 1121 | 2452010 | Daniels Lake | Weare | 2,500 | \$1,955.00 |
| 1122 | 2452030 | South Weare Water | Weare | 20,000 | \$2,875.00 |
| 1123 | 2452030 | South Weare Water | Weare | 10,000 | \$2,530.00 |
| 1124 | 2542080 | Wynridge Condo | Windham | 25,000 | \$3,450.00 |
| 1125 | 2542140 | Castle Reach | Windham | 25,000 | \$2,530.00 |
| 1126 | 2542140 | Castle Reach | Windham | 25,000 | \$2,530.00 |
| 1127 | 2542170 | Lamplighter | Windham | 20,000 | \$2,875.00 |
| 1128 | 2542170 | Lamplighter | Windham | 20,000 | \$2,875.00 |
| 1129 | 2563010 | Birches of Wolfeboro Coop | Wolfeboro | 10,000 | \$1,955.00 |
| 1130 | 2563010 | Birches of Wolfeboro Coop | Wolfeboro | 10,000 | \$1,955.00 |
| Total | | | | | \$283,976.00 |

Contractors Initials

Date

[Handwritten Signature]
Date *4/1/24*



MASSTAN-01

LEED1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/27/2024

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 Hoffman Insurance Services Inc 18 Laurel Ave Wellesley, MA 02481 | CONTACT NAME: Deborah Lee |
| | PHONE (A/C, No., Ext): (781) 235-0087 FAX (A/C, No.): (781) 235-6665 |
| | E-MAIL Address: dlee@hoffmaninsurance.com |
| | INSURER(S) AFFORDING COVERAGE |
| | NAIC # |
| INSURED Mass Tank Inspection Svcs LLC 29 Abbey Lane Middleboro, MA 02346 | INSURER A : Lloyds of London |
| | INSURER B : MAPFRE Commerce |
| | INSURER C : National Casualty Insurance Co |
| | INSURER D : |
| | INSURER E : |
| | INSURER F : |

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WYD | 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 | | | ENC0000211-07 | 6/1/2023 | 6/1/2024 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 |
| | GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROTECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: When Required by Written Contra | | | | | | |
| B | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | BJGKGW | 6/1/2023 | 6/1/2024 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE | | | ENX0004554-04 | 6/1/2023 | 6/1/2024 | EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 |
| | 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"/> N | N/A | WCC349186A | 11/21/2023 | 6/1/2024 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| A | Professional Liab | | | ENC0000211-07 | 6/1/2023 | 6/1/2024 | Per Claim \$ 1,000,000 |
| A | Contractors Pollution | | | ENC0000211-07 | 6/1/2023 | 6/1/2024 | Per Occurrence \$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Professional Liability has a \$10,000 per Claim Deductible. The Professional Liability Limits are on a "Claims-Made" basis with \$1,000,000 per Claim and \$2,000,000 Policy Annual Aggregate. Professional Liability Retroactive Date is 6/1/2015.
Contractors Pollution Liability has a \$5,000 per Claim Deductible. Contractors Pollution Liability Limits are "Occurrence Based" with \$1,000,000 per Pollution Condition and \$2,000,000 Aggregate.
The Excess Liability Insurance Policy is over the General Liability, Contractors Pollution Liability, Professional Liability, Automobile and Workers Compensation policies.

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

(Limited partnership, Limited liability professional partnership or LLC)

Certificate of Authority # 3

Limited Partnership or LLC Certification of Authority

I, Randy Sue Selby, hereby certify that I am the sole Partner, Member or
(Name)

Manager and the sole officer of Mass Truck Transport Services LLC 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: 3/29/2024

ATTEST: [Signature] COO
(Name & Title)

Kelley Curtis
Kelley Curtis
Feb 9 2029



KELLEY CURTIS
Notary Public
Commonwealth of Massachusetts
My Commission Expires February 9, 2029

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 MASS TANK INSPECTION SERVICES LLC is a Massachusetts Limited Liability Company registered to transact business in New Hampshire on April 03, 2013. 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: 689706

Certificate Number: 0006644647



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 29th day of March A.D. 2024.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint circular stamp.

David M. Scanlan
Secretary of State

Business Information

Business Details

| | | | |
|------------------------------------|---|--|---|
| Business Name: | MASS TANK INSPECTION SERVICES LLC | Business ID: | 689706 |
| Business Type: | Foreign Limited Liability Company | Business Status: | Good Standing |
| Business Creation Date: | 04/03/2013 | Name in State of MASS TANK INSPECTION Formation: | SERVICES LLC |
| Date of Formation in Jurisdiction: | 04/03/2013 | | |
| Principal Office Address: | 29 Abbey Lane, Middleboro, MA, 02346, USA | Mailing Address: | 29 Abbey Lane, Middleboro, MA, 02346, USA |
| Citizenship / State of Formation: | Foreign/Massachusetts | | |
| | | Last Annual Report Year: | 2024 |
| | | Next Report Year: | 2025 |
| Duration: | Perpetual | | |
| Business Email: | randyk@masstank.com | Phone #: | 508-826-3445 |
| Notification Email: | randyk@masstank.com | Fiscal Year End Date: | NONE |

Principal Purpose

| S.No | NAICS Code | NAICS Subcode |
|------|---------------------------|---------------|
| 1 | OTHER / Tank inspections. | |

Page 1 of 1, records 1 to 1 of 1

Principals Information

| Name/Title | Business Address |
|----------------------------------|---|
| Carl Horstmann / President | 29 Abbey Lane, Middleboro, MA, 02346, USA |
| RANDY Kupferberg / Other Officer | 29 Abbey Lane, Middleboro, MA, 02346, USA |

Page 1 of 1, records 1 to 2 of 2

[\(/online/Home/\)](#)  Back to Home (/online)

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

Rankings for Firms Responding to Request for Proposals

| Firm | Overall Understanding (15 Points) | Adequacy of Approach (25 Points) | Qualification and Experience (20 Points) | Health and Safety Practices (15 Points) | Cost of Project (15 Points) | Time to Complete (10 Points) | Total Points (100) |
|-------------|--|---|---|--|------------------------------------|-------------------------------------|---------------------------|
| Mass Tank | 14.5 | 23.25 | 18 | 13.75 | 14.75 | 8.75 | 93 |
| Aqueous | 15.25 | 23 | 18 | 14 | 13.75 | 8 | 92 |
| Castle Wash | 9.75 | 11.25 | 13 | 9.75 | 10 | 3.25 | 57 |
| Amtech | 7.75 | 14 | 10 | 11.75 | 5.75 | 2.75 | 52 |

Review Team Members

| Name | Title | Bureau | Years of Service |
|-------------------|-------------------------|---------------------------------------|-------------------------|
| Mathew Deterling | Environmentalist III | Drinking Water and Groundwater Bureau | 1.5 |
| Kaitlin Curtis | Administrator II | Drinking Water and Groundwater Bureau | 10 |
| Shelley Frost | Sanitary Survey Manager | Drinking Water and Groundwater Bureau | 10 |
| Stephanie Nistico | Environmentalist IV | Drinking Water and Groundwater Bureau | 9 |