



The State of New Hampshire  
**Department of Environmental Services**

**Robert R. Scott, Commissioner**



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February 16, 2022

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

REQUESTED ACTION

Authorize the Department of Environmental Services (NHDES) to enter into a contract with American Leak Detection, Inc. (VC #388478-B001), New Haven, CT, in the amount of \$135,692 in order to conduct leak detection surveys at 54 New Hampshire community water systems, effective upon approval by Governor and Council through December 1, 2022. 100% Federal Funds.

Funding is available in the account as follows.

	<u>FY 2022</u>
03-44-44-441018-4718-102-500731	\$135,692
Department of Environmental Services, DWSRF Administration, Contracts for Program Services	

EXPLANATION

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

In June 2019 and June 2021, NHDES sent leak detection project solicitations to all community water systems in New Hampshire. Ninety-two water systems submitted applications with relevant details, such as a proposed project description and demonstration of need. Members of the NHDES Drinking Water and Groundwater Bureau reviewed the applications and selected 84 water systems to be included in the Request for Proposals (RFP) based on the quality and completeness of the applications.

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

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

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

The proposals submitted by NEWDS and ALD provided clear plans describing how the different leak detection techniques would be utilized and specifically considered the pipe materials and contact point spacing within the water systems. The firms' experiences and approaches ensure a maximum return on investment in the form of water loss recovery and energy savings.

NHDES divided the list of 84 water systems between NEWDS and ALD. As a result, ALD will conduct leak detection surveys at 54 water systems. The surveys will be conducted in accordance with the "Manual of Water Supply Practices, Water Audits and Loss Control Programs" document identification number AWWA M36, American Water Works Association, 2016. Surveys will be performed in two phases: an initial screening of the area to identify suspected leaks, followed by a pinpointing phase to locate the suspected leaks. A detailed report of the findings will be filed with NHDES and the water system at the conclusion of each survey. It will be the responsibility of the water system to repair any leaks found.

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

We respectfully request your approval.



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Robert R. Scott, Commissioner

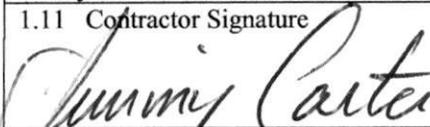
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**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 American Leak Detection, Inc.		1.4 Contractor Address 199 Whitney Ave, New Haven, CT 06511	
1.5 Contractor Phone Number 760-320-09991	1.6 Account Number 03-44-44-441018-4718-102	1.7 Completion Date 12/1/2022	1.8 Price Limitation \$135,692.00
1.9 Contracting Officer for State Agency Stacey Herbold, Water Conservation and Use Program Manager		1.10 State Agency Telephone Number (603) 271-6685	
1.11 Contractor Signature  Date: 12-27-21		1.12 Name and Title of Contractor Signatory Jimmy CARTER SR. Director of Gap Field Services	
1.13 State Agency Signature  Date: 2/17/22		1.14 Name and Title of State Agency Signatory Robert R. Scott, Commissioner, NHDES	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 2/24/2022			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

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

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

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

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

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

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

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

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

**8. EVENT OF DEFAULT/REMEDIES.**

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

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

## 9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

## 10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the

performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

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

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

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

## 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

**13. INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

**14. INSURANCE.**

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

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

**15. WORKERS' COMPENSATION.**

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

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

**16. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time

of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**17. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

**18. CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

**19. CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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

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

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

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

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

Contractor Initials HC  
Date 12-27-21

**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.

American Leak Detection (ALD) shall perform work outlined in the proposal entitled *Leak Survey Proposal*, dated 11/7/2021, and incorporated herein by reference.

ALD shall conduct comprehensive leak detection surveys on the water distribution systems of fifty-four 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 fifty-four water systems, totaling approximately 734 miles of distribution pipe, have been selected by NHDES as follows:

PWSID	WATER SYSTEM	CITY/TOWN	MILES TO BE SURVEYED	% OF SYSTEM TO BE SURVEYED
0202010	ABENAKI WATER/ LAKELAND	BELMONT	7	100%
0091010	ANTRIM WATER & SEWER DEPARTMENT	ANTRIM	8	100%
1051010	AQUARION WATER/NH	HAMPTON, NORTH HAMPTON & RYE	50	37%
0161010	BARTLETT VILLAGE WATER PRECINCT	BARTLETT	5	100%
0201010	BELMONT WATER DEPARTMENT	BELMONT	8	67%
0211010	BENNINGTON WATER DEPARTMENT	BENNINGTON	7	100%
1181010	CENTRAL HOOKSETT WATER PRECINCT	HOOKSETT	25	100%
2232200	CHISHOLM FARM	STRATHAM	1	100%

Contractor Initials *JE*  
Date *12-27-21*

2312070	CHOCORUA MEADOWS	TAMWORTH	2.5	100%
2452040	COLLINS LANDING	WEARE	1	100%
0501010	CONCORD WATER DEPARTMENT	CONCORD	63	32%
0511010	CONWAY VILLAGE FIRE DISTRICT	CONWAY	25	100%
0882170	COUNTRY VILLAGE WAY	GILFORD	3	100%
0162190	CRAWFORD HILLS	BARTLETT	1	100%
0651010	DOVER WATER DEPARTMENT	DOVER	60	48%
1141020	EMERALD LAKE VILLAGE DISTRICT	HILLSBOROUGH	13	100%
0343020	FOOTHILLS ESTATES	CAMPTON	2	100%
0224010	GLENCLIFF HOME FOR THE ELDERLY	BENTON	5	100%
2232010	GLENGARRY CONDOMINIUMS	STRATHAM	1	100%
0162350	GOODRICH PROPERTY	BARTLETT	4	100%
1181020	HOOKSETT VILLAGE WATER PRECINCT	HOOKSETT	28	100%
1191020	HOPKINTON VILLAGE PRECINCT	HOPKINTON	3	100%
1211010	JACKSON WATER PRECINCT	JACKSON	3	100%
1221010	JAFFREY WATER WORKS	JAFFREY	40	100%
0882150	LAKE SHORE PARK	GILFORD	3.25	100%
1381010	LITTLETON WATER & LIGHT DEPARTMENT	LITTLETON	49	84%
1672010	MANITOOS SHORES	NEW DURHAM	1	100%
1531010	MERRIMACK VILLAGE DISTRICT	MERRIMACK	53	27%
2392030	MICHAWANIC VILLAGE CONDOMINIUMS	WAKEFIELD	4	100%
1581010	MILTON WATER DISTRICT	MILTON	8	100%
1591010	MONROE WATER DEPARTMENT	MONROE	6	100%
2232070	MONTROSE CONDOMINIUMS	STRATHAM	1	100%
0883030	MOUNTAIN VIEW HOUSING	GILFORD	0.25	100%
1741010	NEWPORT WATER WORKS	NEWPORT	15	36%
0511030	NORTH CONWAY WATER PRECINCT	CONWAY	52	100%
1101020	NORTH HAVERHILL WATER & LIGHT DISTRICT	HAVERHILL	25	100%

Contractor Initials JK  
Date 12-27-11

0162050	NORTH LEDGE	BARTLETT	4	100%
2342020	NORTHPOINTE WATER	THORNTON	1	100%
2003030	PARADISE ESTATES	ROCHESTER	1.25	100%
2462040, 2462050	PILLSBURY LAKE/ FRANKLIN PIERCE & PILLSBURY LAKE/ PENINSULA	WEBSTER	10	100%
1941010	PLYMOUTH VILLAGE WATER & SEWER DISTRICT	PLYMOUTH	14.9	54%
1971010	RAYMOND WATER DEPARTMENT	RAYMOND	16	100%
0382010	ROSEBROOK WATER	CARROLL	12	100%
2422010	SOUTH MAIN STREET WATER DISTRICT	WARREN	2	100%
0162410	STILLINGS GRANT	BARTLETT	2	100%
2232090	STRATHAM WOODS	STRATHAM	2	100%
0202020	SUNRAY SHORES WATER DISTRICT	BELMONT	2	100%
2232110	TURNBERRY	STRATHAM	1	100%
0691010	UNH/DURHAM WATER SYSTEM	DURHAM	38.5	100%
0341030	WATERVILLE ESTATES VILLAGE DISTRICT	CAMPTON/ THORNTON	3	13%
2562010	WENTWORTH ESTATES	WOLFEBORO	1	100%
2571020	WOODSTOCK WATER DEPARTMENT	WOODSTOCK	20	100%
1101040	WOODSVILLE WATER & LIGHT	HAVERHILL/ WOODSVILLE	20	98%
<b>TOTAL MILES TO BE SURVEYED</b>			<b>733.65</b>	

**Project Planning**

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

**Communication and Meetings**

ALD shall contact each water system prior to the leak detection survey and request the following:

- A map in the form of a PDF file or paper plan of the area to be surveyed that shows pipe materials, pipe diameters, and contact points. If pipe materials, pipe diameters, or contact points are not known, the map shall indicate same. In instances where a map is not available, a schematic drawing of the system configuration shall be acceptable.

Contractor Initials JK  
Date 12-27-21

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

ALD 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. ALD shall work with the system representative to determine when the system representative will be available to assist with the survey and if the system representative would like to be present during other portions of the survey.

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

ALD shall check in with the water system representative daily to summarize the findings in the field and, if necessary or per the representative's request, review results in the field. For systems that take a day or less to survey, ALD 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, ALD 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**

ALD shall utilize specialized equipment to "listen" for sounds on all main pipe appurtenances, including fire hydrants, main line gate valves, meter/curb valves, and blow-offs. In areas where non-metallic pipe will only carry sound through a short distance and appurtenances are not close enough to capture the sound when listened on, ground microphones shall be used to surface sound at regular intervals. In high traffic areas, noise correlators may be left overnight to listen for leaks when noise is at its lowest and pressures are at their highest.

#### **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. Where possible, to ascertain how far leak noise can travel and be heard using a correlator, a noise shall be created by opening fire hydrants or creating a noise through percussion on the mains' fittings.

Contractor Initials JK  
Date 12-27-21

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**

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

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

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

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

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**

Contractor Initials JC  
Date 12-27-21  
12-27-21 JC

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	CITY/TOWN	PAYMENT AMOUNT
0091010	ANTRIM WATER & SEWER DEPARTMENT	ANTRIM	\$1,472.00
0161010	BARTLETT VILLAGE WATER PRECINCT	BARTLETT	\$920.00
0162050	NORTH LEDGE	BARTLETT	\$736.00
0162190	CRAWFORD HILLS	BARTLETT	\$250.00
0162350	GOODRICH PROPERTY	BARTLETT	\$736.00
0162410	STILLINGS GRANT	BARTLETT	\$368.00
0201010	BELMONT WATER DEPARTMENT	BELMONT	\$1,472.00
0202010	ABENAKI WATER/ LAKELAND	BELMONT	\$1,288.00
0202020	SUNRAY SHORES WATER DISTRICT	BELMONT	\$368.00
0211010	BENNINGTON WATER DEPARTMENT	BENNINGTON	\$1,288.00
0224010	GLENCLIFF HOME FOR THE ELDERLY	BENTON	\$920.00
0341030	WATERVILLE ESTATES VILLAGE DISTRICT	CAMPTON/ THORNTON	\$552.00
0343020	FOOTHILLS ESTATES	CAMPTON	\$250.00
0382010	ROSEBROOK WATER	CARROLL	\$2,208.00
0501010	CONCORD WATER DEPARTMENT	CONCORD	\$11,592.00
0511010	CONWAY VILLAGE FIRE DISTRICT	CONWAY	\$4,600.00
0511030	NORTH CONWAY WATER PRECINCT	CONWAY	\$9,568.00
0651010	DOVER WATER DEPARTMENT	DOVER	\$11,040.00
0691010	UNH/DURHAM WATER SYSTEM	DURHAM	\$7,084.00
0882150	LAKE SHORE PARK	GILFORD	\$598.00
0882170	COUNTRY VILLAGE WAY	GILFORD	\$552.00
0883030	MOUNTAIN VIEW HOUSING	GILFORD	\$250.00

Contractor Initials JC  
Date 12-27-21

1051010	AQUARION WATER/NH	HAMPTON, NORTH HAMPTON & RYE	\$9,200.00
1101020	NORTH HAVERHILL WATER & LIGHT DISTRICT	HAVERHILL	\$4,600.00
1101040	WOODSVILLE WATER & LIGHT	HAVERHILL/ WOODSVILLE	\$3,680.00
1141020	EMERALD LAKE VILLAGE DISTRICT	HILLSBOROUGH	\$2,392.00
1181010	CENTRAL HOOKSETT WATER PRECINCT	HOOKSETT	\$4,600.00
1181020	HOOKSETT VILLAGE WATER PRECINCT	HOOKSETT	\$5,152.00
1191020	HOPKINTON VILLAGE PRECINCT	HOPKINTON	\$552.00
1211010	JACKSON WATER PRECINCT	JACKSON	\$552.00
1221010	JAFFREY WATER WORKS	JAFFREY	\$7,360.00
1381010	LITTLETON WATER & LIGHT DEPARTMENT	LITTLETON	\$9,016.00
1531010	MERRIMACK VILLAGE DISTRICT	MERRIMACK	\$9,752.00
1581010	MILTON WATER DISTRICT	MILTON	\$1,472.00
1591010	MONROE WATER DEPARTMENT	MONROE	\$1,104.00
1672010	MANITOOS SHORES	NEW DURHAM	\$250.00
1741010	NEWPORT WATER WORKS	NEWPORT	\$2,760.00
1941010	PLYMOUTH VILLAGE WATER & SEWER DISTRICT	PLYMOUTH	\$2,742.00
1971010	RAYMOND WATER DEPARTMENT	RAYMOND	\$2,944.00
2003030	PARADISE ESTATES	ROCHESTER	\$250.00
2232010	GLENGARRY CONDOMINIUMS	STRATHAM	\$250.00
2232070	MONTROSE CONDOMINIUMS	STRATHAM	\$250.00
2232090	STRATHAM WOODS	STRATHAM	\$368.00
2232110	TURNBERRY	STRATHAM	\$250.00
2232200	CHISHOLM FARM	STRATHAM	\$250.00
2312070	CHOCORUA MEADOWS	TAMWORTH	\$460.00
2342020	NORTHPOINTE WATER	THORNTON	\$250.00
2392030	MICHAWANIC VILLAGE CONDOMINIUMS	WAKEFIELD	\$736.00
2422010	SOUTH MAIN STREET WATER DISTRICT	WARREN	\$368.00
2452040	COLLINS LANDING	WEARE	\$250.00

Contractor Initials JC  
Date 12-27-21

2462040, 2462050	PILLSBURY LAKE/ FRANKLIN PIERCE & PILLSBURY LAKE/ PENINSULA	WEBSTER	\$1,840.00
2562010	WENTWORTH ESTATES	WOLFEBORO	\$250.00
2571020	WOODSTOCK WATER DEPARTMENT	WOODSTOCK	\$3,680.00
<b>TOTAL PAYMENT AMOUNT</b>			<b>\$135,692.00</b>

Contractor Initials JK  
Date 12-27-21

# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that AMERICAN LEAK DETECTION, INC. is a California Profit Corporation registered to transact business in New Hampshire on December 15, 2021. 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: **888316**

Certificate Number: **0005482836**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 22nd day of December A.D. 2021.

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

William M. Gardner  
Secretary of State

**BOARD RESOLUTION OF American Leak Detection, Inc.  
APPROVING THE AWARD OF A CONTRACT**

**DULY PASSED ON January 11, 2022**

**AWARD OF A CONTRACT**

WHEREAS, the NH Department of Environmental Services project has been approved by American Leak Detection, Inc., and

WHEREAS, bids were solicited and opened on July 7, 2021, be it therefore:

RESOLVED, that American Leak Detection, Inc. be awarded the bid for 2021-2024 Leak Detection Services in the amount of \$135,692.00, and be it further

RESOLVED, that the officers (among them Jimmy Carter - Senior Director of Corporate Field Services) of this corporation are, and each acting alone is, hereby authorized to do and perform all such acts, including execution of all documents and certificates, as such officers shall deem necessary or advisable, to carry out the purposes and intent of the foregoing resolutions.

RESOLVED FURTHER, that any actions taken by such officers prior to the date of the foregoing resolutions adopted hereby that are within the authority conferred thereby are hereby ratified, confirmed, and approved as the acts and deeds of this corporation.

It is hereby certified by the undersigned that the foregoing resolution was duly passed by the Board of Directors of the above-named Company on the 11th day of January 2022, in accordance with the Memorandum or By-Laws and Articles of Incorporation of the Company and the laws and by-laws governing the Company and that the said resolution has been duly recorded in the company records and is in full force and effect.



\_\_\_\_\_  
Patrick DeSouza - Director



\_\_\_\_\_  
Pat La Marco - Director

**Certificate of Authority # 1**

*(Corporation, Non-Profit Corporation)*

**Corporate Resolution**

I, PAT LAMARCO, hereby certify that I am duly elected Clerk/Secretary/Officer of  
*(Name)*  
AMERICAN LEAK DETECTION, INC. I hereby certify the following is a true copy of a vote taken at  
*(Name of Corporation)*

a meeting of the Board of Directors/shareholders, duly called and held on JANUARY 11, 2022,  
at which a quorum of the Directors/shareholders were present and voting.

**VOTED:** That JIMMY CARTER  
SENIOR DIRECTOR OF CORPORATE FIELD SERVICES (may list more than one person) is  
*(Name and Title)*

duly authorized to enter into contracts or agreements on behalf of

AMERICAN LEAK DETECTION, INC. with the State of New Hampshire and any of  
*(Name of Corporation)*

its agencies or departments and further is authorized to execute any documents

which may in his/her judgment be desirable or necessary to effect the purpose of  
this vote.

**I hereby certify** that said vote has not been amended or repealed and remains in full force  
and effect as of the date of the contract to which this certificate is attached. This authority  
**remains valid for thirty (30)** days from the date of this Corporate Resolution. I further certify  
that it is understood that the State of New Hampshire will rely on this certificate as evidence that  
the person(s) listed above currently occupy the position(s) indicated and that they have full  
authority to bind the corporation. To the extent that there are any limits on the authority of any  
listed individual to bind the corporation in contracts with the State of New Hampshire, all such  
limitations are expressly stated herein.

**DATED:** JANUARY 11, 2022

**ATTEST:** Pat Lamarco Director  
*(Name & Title)*

**Certificate of Authority # 2**

(Corporation, Non-Profit Corporation)

**Corporate Bylaws**

I, PAT LAMARCO, hereby certify that I am duly elected Clerk/Secretary/Officer of  
(Name)  
AMERICAN LEAK DETECTION, INC.. I hereby certify the following is a true copy of the  
(Name of Corporation)

current Bylaws or Articles of Incorporation of the Corporation and that the Bylaws or

Articles of Incorporation authorize the following officers or positions to bind the

Corporation for contractual obligations JIMMY CARTER SENIOR DIRECTOR OF CORPORATE FIELD SERVICES  
(list officer titles or position)

I further certify that the following individuals currently hold the office or positions

authorized: JIMMY CARTER SENIOR DIRECTOR OF CORPORATE FIELD SERVICES  
(list individuals holding positions authorized)

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 corporation. This authority **shall remain valid for thirty (30) days** from the date of this certificate.

DATED: JANUARY 11, 2022

ATTEST: Pat Lamarco Director  
(Name & Title)



AMERLEA-03

JKEILTY

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/20/2021

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 Hollis D. Segur Inc. 10 Research Pkwy, Ste. 400 Wallingford, CT 06492	CONTACT <b>Jill Keilty</b>	
	NAME:	
	PHONE (A/C, No, Ext): <b>(203) 699-4579</b>	FAX (A/C, No):
	E-MAIL ADDRESS: <b>jsk@hdsegur.com</b>	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED  <b>American Leak Detection Inc</b> 199 Whitney Ave New Haven, CT 06511	INSURER A: <b>Employers Insurance of Wausau</b>	<b>21458</b>
	INSURER B: <b>Liberty Mutual Fire Insurance Company</b>	<b>23035</b>
	INSURER C: <b>Liberty Insurance Corporation</b>	<b>42404</b>
	INSURER D: <b>Navigators Specialty Insurance Company</b>	<b>36056</b>
	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 WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<b>A</b>	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>		<b>TBCZ11B9V9V4041</b>	<b>7/1/2021</b>	<b>7/1/2022</b>	EACH OCCURRENCE \$ <b>1,000,000</b> DAMAGE TO RENTED PREMISES (Ea occurrence) \$ <b>500,000</b> MED EXP (Any one person) \$ <b>15,000</b> PERSONAL & ADV INJURY \$ <b>1,000,000</b> GENERAL AGGREGATE \$ <b>3,000,000</b> PRODUCTS - COMP/OP AGG \$ <b>3,000,000</b>
<b>B</b>	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			<b>AS2Z11B9V9V4021</b>	<b>7/1/2021</b>	<b>7/1/2022</b>	COMBINED SINGLE LIMIT (Ea accident) \$ <b>1,000,000</b> BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
<b>C</b>	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ <b>10,000</b>			<b>TH7Z11B9V9V4061</b>	<b>7/1/2021</b>	<b>7/1/2022</b>	EACH OCCURRENCE \$ <b>8,000,000</b> AGGREGATE \$ <b>8,000,000</b>
<b>A</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N	<input type="checkbox"/> N <input type="checkbox"/> A	<b>WCCZ11B9V9V4012</b>	<b>1/1/2022</b>	<b>1/1/2023</b>	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ <b>1,000,000</b> E.L. DISEASE - EA EMPLOYEE \$ <b>1,000,000</b> E.L. DISEASE - POLICY LIMIT \$ <b>1,000,000</b>
<b>D</b>	<b>Errors &amp; Omissions</b>			<b>NY21MPL090072IC</b>	<b>7/1/2021</b>	<b>7/1/2022</b>	<b>each claim</b> \$ <b>1,000,000</b>
<b>D</b>	<b>Errors &amp; Omissions</b>			<b>NY21MPL090072IC</b>	<b>7/1/2021</b>	<b>7/1/2022</b>	<b>Aggregate</b> \$ <b>2,000,000</b>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Blanket additional insured and waiver of subrogation when required by written contract or agreement.

State of New Hampshire is included as additional insured for General Liability when required by written contract or agreement, subject to the terms and conditions of the insurance policy.

### 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  
*Jill Keilty*

**Attachment A  
Leak Detection Survey Proposal Rankings**

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

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

**Review Team Members**

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