



The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner

May 6, 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 American Leak Detection, Inc. (VC #388478-B001), New Haven, CT, in the amount of \$341,280 in order to conduct leak detection surveys at 77 New Hampshire community water systems, effective upon Governor and Council approval through November 30, 2025. 100% Federal Funds.

Funding is available in the account as follows.

	<u>FY 2024</u>
03-44-44-441018-5564-102-500731	\$341,280
Department of Environmental Services, DWSRF BIL Administration, Contracts for Program Services	

EXPLANATION

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

In June 2023, NHDES sent leak detection project solicitations to all community water systems in New Hampshire. Seventy-seven water systems submitted applications with relevant details, such as a proposed project description and demonstration of need. Members of the NHDES Drinking Water and Groundwater Bureau reviewed the applications and selected all 77 water systems to be included in the Request for Proposals (RFP).

NHDES posted the RFP for leak detection firms to place competitive bids for completing the leak detection surveys at the 77 water systems. Three proposals were received. A three-person review team consisting of experienced NHDES personnel scored the proposals in terms of adequacy of approach, qualifications and experience, cost, survey completion times, and overall project understanding. See Attachment A for a summary of the scoring.

The proposal submitted by American Leak Detection, Inc. (ALD) provided clear plans describing how different leak detection techniques would be utilized and specifically considered the pipe materials and contact point spacing within the water systems. ALD was awarded a similar leak detection contract in

2022; therefore, the review team was also able to consider prior experiences with the firm. ALD's experience and approach ensure a maximum return on investment in the form of water loss recovery and energy savings.

ALD will complete leak detection surveys at 77 water systems during the 2024 and 2025 field seasons. 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 2 phases: an initial screening of the area to identify suspected leaks, followed by a pinpointing phase to locate the suspected leaks. A detailed report of the findings will be filed with NHDES and the water system at the conclusion of each survey. It will be the responsibility of the water system to repair any leaks found.

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

We respectfully request your approval.



Robert R. Scott, Commissioner

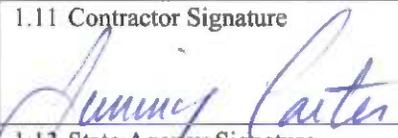
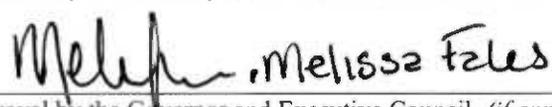
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive, Concord, NH 03301	
1.3 Contractor Name American Leak Detection, Inc.		1.4 Contractor Address 199 Whitney Avenue, New Haven, CT 06511	
1.5 Contractor Phone Number 760-320-9991	1.6 Account Unit and Class 03-44-44-441018-5564-102	1.7 Completion Date 11/30/2025	1.8 Price Limitation \$341,280
1.9 Contracting Officer for State Agency Kelsey Vaughn		1.10 State Agency Telephone Number 603-271-6685	
1.11 Contractor Signature  Date: 4-30-24		1.12 Name and Title of Contractor Signatory JIMMY CARTER SR. Dir. of Corp Field Services	
1.13 State Agency Signature  Date: 5/6/24		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:  Melissa Fales On: 5/10/24			
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, 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.

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.

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 the 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 UEI 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.

The 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 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

Contractor Initials JE
Date 4-30-24

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, and 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.

The 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. The 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. The subrecipient is responsible for further requiring the inclusion of a similar term and condition in any subsequent lower tier covered transactions. The 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.

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

Contractor Initials JC
Date 4-30-24

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 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

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.

Contractor Initials jc
Date 4-30-24

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.”

EXHIBIT B
SCOPE OF SERVICES

American Leak Detection, Inc. (ALD) shall perform work outlined in their proposal entitled *Leak Survey Proposal*, dated January 20, 2024, and incorporated herein by reference.

ALD shall complete a comprehensive acoustic leak detection survey on the water distribution system as well as an accompanying report for 77 New Hampshire community water systems. The leak detection surveys shall be conducted in accordance with the fourth edition of the *AWWA Manual of Water Supply Practices M36: Water Audits and Loss Control Programs*. The 77 water systems, totaling approximately 1,400 miles of distribution pipe, have been selected by NHDES as follows:

PWSID	Water System	Town	% of System to Be Surveyed	Miles to Be Surveyed
0091010	ANTRIM SEWER & WATER DEPARTMENT	ANTRIM	100%	8
0101010	ASHLAND WATER DEPARTMENT	ASHLAND	100%	12
0162050	NORTH LEDGE	BARTLETT	100%	4
0162190	CRAWFORD HILLS	BARTLETT	100%	1
0162350	GOODRICH PROPERTY	BARTLETT	100%	4
0162410	STILLINGS GRANT	BARTLETT	100%	2
0202010	ABENAKI WATER/LAKELAND	BELMONT	100%	4
0202030	ABENAKI WATER/TIOGA BELMONT	BELMONT	100%	1
0211010	BENNINGTON WATER DEPARTMENT	BENNINGTON	100%	7
0224010	GLENCLIFF HOME FOR THE ELDERLY	BENTON	100%	5
0251010	PENACOOK BOSCAWEN WATER PRECINCT	BOSCAWEN	100%	20
0262020	ABENAKI WATER/WHITE ROCK WATER	BOW	100%	3
0262040	COTTAGES AT WINDCHIMES	BOW	100%	1
0382010	ROSEBROOK WATER	CARROLL	100%	9
0481010	COLEBROOK WATER WORKS	COLEBROOK	100%	12

Contractor Initials AL
Date 4-30-24

0501010	CONCORD WATER DEPARTMENT	CONCORD	31%	61
0583010	SPRUCE VALLEY MHP	DANVILLE	100%	1
0583050	ROCK RIMMON COOPERATIVE	DANVILLE	100%	2
0612020	PEU/MAPLE HILL ACRES	DERRY	100%	4
0613030	RUNNING BROOK	DERRY	100%	1
0732030	LOST VALLEY	EFFINGHAM	100%	3
0801010	EXETER WATER DEPARTMENT	EXETER	100%	65
0881010	ABENAKI WATER/GILFORD VILLAGE	GILFORD	100%	2
0881020	GUNSTOCK ACRES VILLAGE DISTRICT	GILFORD	100%	16
0882060	WINNSTOCK CONDOS	GILFORD	100%	1
0911010	GOFFSTOWN VILLAGE PRECINCT	GOFFSTOWN	100%	25
0911020	GRASMERE WATER PRECINCT/MAIN	GOFFSTOWN	100%	6
0951010	VILLAGE DISTRICT OF EASTMAN	GRANTHAM	100%	40
0952020	GRAY LEDGES	GRANTHAM	100%	3
1051010	AQUARION WATER/NH	HAMPTON	63%	88
1101040	WOODSVILLE WATER & LIGHT	HAVERHILL	100%	15
1141020	EMERALD LAKE VILLAGE DISTRICT	HILLSBOROUGH	57%	8
1182040	PEU/SMYTHE WOODS	HOOKSETT	100%	2
1191020	HOPKINTON VILLAGE PRECINCT	HOPKINTON	100%	3
1193020	ELM BROOK VILLAGE	HOPKINTON	100%	1
1201010	HUDSON WATER DEPARTMENT	HUDSON	83%	100
1211010	JACKSON WATER PRECINCT	JACKSON	100%	3
1212130	EAGLE BROOK	JACKSON	100%	1
1221010	JAFFREY WATER WORKS	JAFFREY	100%	40
1241010	KEENE WATER DEPARTMENT	KEENE	85%	100
1281010	LACONIA WATER WORKS	LACONIA	50%	50
1332010	OYSTER RIVER CONDOS	LEE	100%	1
1381010	LITTLETON WATER & LIGHT	LITTLETON	100%	44
1471010	MANCHESTER WATER WORKS	MANCHESTER	50%	256
1521010	MEREDITH WATER DEPARTMENT	MEREDITH	100%	18
1522040	SANDS OF BROOKHURST	MEREDITH	100%	2
1542030	PEU/SUNRISE ESTATES	MIDDLETON	100%	2
1561010	MILFORD WATER UTILITIES DEPARTMENT	MILFORD	100%	64
1581010	MILTON WATER DISTRICT	MILTON	100%	8
1612230	KILNWOOD ON KANASATKA	MOULTONBOROUGH	100%	1
1612260	CROSSWINDS	MOULTONBOROUGH	100%	2
1661010	NEW CASTLE WATER WORKS	NEW CASTLE	100%	7
1672020	COPPLE CROWN VILLAGE DISTRICT	NEW DURHAM	100%	3
1741010	NEWPORT WATER WORKS	NEWPORT	100%	50
1763010	SODA BROOK	NORTHFIELD	100%	1
1781010	GROVETON WATER SYSTEM	NORTHUMBERLAND	100%	20

Contractor Initials JL
Date 4-30-24

1971010	RAYMOND WATER DEPARTMENT	RAYMOND	100%	23
2001010	ROCHESTER WATER DEPARTMENT	ROCHESTER	18%	25
2041010	RYE WATER DISTRICT	RYE	100%	52
2191020	WEST STEWARTSTOWN WATER PRECINCT	STEWARTSTOWN	100%	3
2232190	VINEYARDS	STRATHAM	100%	2
2232200	CHISHOLM FARM	STRATHAM	100%	2
2232210	STONEARCH CONDO ASSOCIATION/KIRKWALL	STRATHAM	100%	1
2271010	SUNAPEE WATER WORKS	SUNAPEE	100%	26
2271020	GEORGES MILLS WATER WORKS	SUNAPEE	Number of Miles Included with PWSID 2271010's Miles	
2272020	MEADOW BROOK AT SUNAPEE	SUNAPEE	100%	1
2313010	TAMWORTH MOBILE HOME PARK	TAMWORTH	100%	1
2353040	COUNTRY MEADOWS	TILTON	100%	1
2361010	TROY WATER WORKS	TROY	100%	8
2392010	BEVERLY HILLS WATER	WAKEFIELD	100%	1
2392030	MICHAWANIC VILLAGE CONDOMINIUMS	WAKEFIELD	100%	1
2462040	PILLSBURY LAKE/FRANKLIN PIERCE	WEBSTER	100%	2
2462050	PILLSBURY LAKE/PENINSULA	WEBSTER	100%	3
2531010	WINCHESTER WATER DEPARTMENT	WINCHESTER	100%	30
2542010	PEU/GOLDEN BROOK	WINDHAM	100%	3
2562010	WENTWORTH ESTATES	WOLFEBORO	100%	1
2562050	SHERWOOD FOREST	WOLFEBORO	100%	1
			Total	1,400

Communication with NHDES

Within 1 week of contract approval, NHDES shall provide ALD with the contact information for the water systems.

Within 1 month of contract approval, ALD shall provide NHDES with a schedule for the project, which shall include the month(s) that the leak detection survey will be conducted for each water system.

ALD shall communicate the project progress to NHDES at least monthly via email, telephone call, and/or virtual meeting on the first business day of each month. As part of that progress update, ALD shall provide NHDES with a list of leak detection surveys to be conducted in the upcoming month and a list of leak detection surveys completed to date.

At least 1 week prior to an ALD field technician starting field work on this project, ALD shall provide NHDES with their name, their role, and a description of their qualifications, training, and experience related to the completion of leak detection surveys. The field lead shall have no less than 5 years of relevant experience, and any other field personnel shall have no less than 1 year of relevant experience.

ALD shall keep NHDES informed in a timely manner of complications that arise during all stages of the project, including but not limited to, the inability to reach water system representatives and the impact from weather.

Contractor Initials je
Date 4.30.24

Communication with Water Systems

At least 2 weeks prior to field work commencing for this project, ALD shall email all water systems participating in the project in order to introduce the firm, provide contact information for the firm's personnel, and provide a tentative schedule for the field work.

ALD shall contact each water system prior to their leak detection survey to schedule a starting date for the leak detection survey and to request the following:

- A map of the distribution system that clearly shows the areas of the water system to be surveyed and the system characteristics, such as the locations of the mains and contact points.
- The name, phone number, and email address of the water system representative that shall be the point of contact for the leak detection survey.
- That valve and service boxes are painted and/or cleaned out to facilitate the leak detection survey and operation of valves.

ALD shall schedule the leak detection survey and provide reasonable accommodation of the water system representative's availability both before the survey (to conduct the necessary preparatory work) and during the survey. ALD shall work with the water system representative to determine when the water system representative will be available for the leak detection survey and if the water system representative would like to accompany ALD staff during any portions of the leak detection survey.

ALD shall meet with the water system representative prior to starting the leak detection survey at each water system and go over the following with the water system representative:

- The anticipated leak detection survey process and methodology.
- The maps provided to ALD.
- The areas of the distribution system to be surveyed.
- Days or hours ALD plans to be onsite to complete the leak detection survey.
- Days or times water system staff will join ALD for the leak detection survey.
- The field technician's needs, such as the identification of curb stops.
- Contact information for the water system representative.
- Communication expectations.

ALD shall check in with the water system representative daily and provide at least the following:

- A summary of the work completed and findings in the field. If necessary or per the water system representative's request, ALD shall review the results in the field with the water system representative.
- Changes to the leak detection survey schedule.

Completion of Leak Detection Surveys

The completion of a leak detection survey is based on the successful completion of the following 3 tasks for each water system listed in the above table:

Task 1 – Initial Listening Survey

ALD shall arrive on site at the mutually agreed upon date and time for the leak detection survey following coordination with the water system representative.

ALD shall utilize specialized equipment to "listen" for sounds on the water mains as well as on a comprehensive spread of direct contact points including, but not limited to, main line gate valves, fire hydrants, meter/curb valves, and blow-offs.

Contractor Initials AC
Date 4-30-24

Listening intervals shall be no more than 500 feet for metallic pipe and no more than 150 feet for non-metallic pipe. In areas where pipe will only carry sound through a short distance, such as on certain non-metallic pipe, and appurtenances are not close enough to capture the sound when listened on, a ground microphone shall be used to surface sound at 6-10-foot intervals, and every contact point shall be listened on.

A test rod and/or resonance plate shall be used with the ground microphone in instances where the main is located more than 3 feet off a hard surface.

If the curb stop cannot be located, if available, a silcock shall be listened on. This step is especially important for mobile home parks.

In areas where a cross-country water main is longer than 500 feet, but the conditions exist where a correlator may capture the sound, ALD shall use electronic digital leak noise correlators.

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.

In areas where a potential leak is detected, ALD shall first confirm the locations of mains using maps and/or pipe locators. ALD shall then perform an intensified pattern of sonic tests directly over the mains to identify the location of the leak. Electronic digital leak noise correlators may be used as a pinpointing tool, but a ground microphone shall be used to confirm all leak locations.

In the case where a leak is suspected to be associated with a hydrant, ALD shall contact the water system representative before operating the hydrant. Then, the hydrant shall be valved off, and additional listening on the water mains and contact points in the vicinity shall be conducted to rule out other types of leaks.

Information about the leak and leak location shall be noted for the leak report, and the coordinates of the leak location shall be taken on-site.

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

Task 3 – Reports

Leak Reports:

ALD shall provide the water system representative with a leak report no later than one day after pinpointing a leak.

The leak report shall include at least the following:

- Date the leak was pinpointed;
- Photograph of the leak location;
- Nearest address/cross street of the leak location;
- Latitude/Longitude of the leak location;

Contractor Initials JC
Date 4-30-24

- Leak type (main, valve, hydrant, service, etc.);
- Estimated leakage rate in gallons per minute (GPM), gallons per day (GPD), and gallons per year (GPY);
- Whether there was visible water (Yes/No);
- Ground cover type at the leak location;
- Pipe material (if known or indicated on the distribution system map); and
- Pipe diameter (if known or indicated on the distribution system map).

Final Survey Report:

No later than 2 weeks from the completion date of the leak detection survey, a final survey report shall be emailed to the water system representative with NHDES copied.

The final survey report shall include at least the following:

- A cover page;
- A summary of the leak detection survey, including at least the following:
 - A description of the specific methodology and types of equipment used during the leak detection survey,
 - A map or detailed description of the areas of the distribution system that were surveyed,
 - The number of miles surveyed,
 - The percentage of the distribution system that was surveyed,
 - The specific dates the leak detection survey took place,
 - The total number of leaks found,
 - The number of each type of leak found,
 - The total leakage rate for all leaks found,
 - A description of difficult areas to survey, and
 - Recommendations to address the difficult areas to survey or to improve future leak detection surveys (ex. need to better locate certain portions of water main);
- The leak report for each leak as outlined above; and
- A table summarizing the total number of leaks by type and the total leakage rate by leak type.

Before the final survey report is issued to the first-completed water system, ALD shall provide NHDES with a copy of that report for review. NHDES shall provide ALD with written comments about revisions that are needed for the report to ensure that the requirements summarized in this section of the Agreement are met.

Leak Summary Table:

Upon completion of the leak detection surveys at all of the water systems, a Microsoft Excel document with editing capabilities shall be submitted to NHDES. The document shall contain a list of all leaks found for the project. Each leak shall have a row, which shall contain the following information:

- Water system name;
- Date the leak was pinpointed;
- Nearest address/cross street;
- Latitude/longitude;
- Leak type;
- Estimated leakage rate in GPM;
- Whether there was visible water;
- Ground cover type;
- Pipe material; and
- Pipe diameter.

Contractor Initials JK
Date 4-30-24

Changes to the Scope of Services require NHDES approval in advance.

EXHIBIT C
PAYMENT TERMS

All services shall be performed to the satisfaction of NHDES before payment is made. Invoices shall be submitted to NHDES for payment no more than once per calendar month. The invoice shall only include water systems where the scope of services listed in Exhibit B have been fully completed and shall not exceed the payment amount per water system as specified in the contract budget table below. Payments shall be made by NHDES within 45 days of invoice receipt and approval.

All work must be completed by the completion date listed in Section 1.7 of the Agreement.

Payments shall be made for the services stated in Exhibit B and in accordance with the following contract budget:

PWSID	Water System	Town	Payment Amount
0091010	ANTRIM SEWER & WATER DEPARTMENT	ANTRIM	\$2,160
0101010	ASHLAND WATER DEPARTMENT	ASHLAND	\$3,240
0162050	NORTH LEDGE	BARTLETT	\$1,080
0162190	CRAWFORD HILLS	BARTLETT	\$1,080
0162350	GOODRICH PROPERTY	BARTLETT	\$1,080
0162410	STILLINGS GRANT	BARTLETT	\$1,080
0202010	ABENAKI WATER/LAKELAND	BELMONT	\$1,080
0202030	ABENAKI WATER/TIOGA BELMONT	BELMONT	\$1,080
0211010	BENNINGTON WATER DEPARTMENT	BENNINGTON	\$2,160
0224010	GLENCLIFF HOME FOR THE ELDERLY	BENTON	\$1,080
0251010	PENACOOK BOSCAWEN WATER PRECINCT	BOSCAWEN	\$4,320
0262020	ABENAKI WATER/WHITE ROCK WATER	BOW	\$1,080
0262040	COTTAGES AT WINDCHIMES	BOW	\$1,080
0382010	ROSEBROOK WATER	CARROLL	\$2,160
0481010	COLEBROOK WATER WORKS	COLEBROOK	\$3,240
0501010	CONCORD WATER DEPARTMENT	CONCORD	\$14,040
0583010	SPRUCE VALLEY MHP	DANVILLE	\$1,080
0583050	ROCK RIMMON COOPERATIVE	DANVILLE	\$1,080
0612020	PEU/MAPLE HILL ACRES	DERRY	\$1,080
0613030	RUNNING BROOK	DERRY	\$1,080
0732030	LOST VALLEY	EFFINGHAM	\$1,080
0801010	EXETER WATER DEPARTMENT	EXETER	\$14,040
0881010	ABENAKI WATER/GILFORD VILLAGE	GILFORD	\$1,080
0881020	GUNSTOCK ACRES VILLAGE DISTRICT	GILFORD	\$4,320

Contractor Initials *Jc*
Date *4-30-24*

0882060	WINNSTOCK CONDOS	GILFORD	\$1,080
0911010	GOFFSTOWN VILLAGE PRECINCT	GOFFSTOWN	\$5,400
0911020	GRASMERE WATER PRECINCT/MAIN	GOFFSTOWN	\$2,160
0951010	VILLAGE DISTRICT OF EASTMAN	GRANTHAM	\$8,640
0952020	GRAY LEDGES	GRANTHAM	\$1,080
1051010	AQUARION WATER/NH	HAMPTON	\$19,440
1101040	WOODSVILLE WATER & LIGHT	HAVERHILL	\$3,240
1141020	EMERALD LAKE VILLAGE DISTRICT	HILLSBOROUGH	\$2,160
1182040	PEU/SMYTHE WOODS	HOOKSETT	\$1,080
1191020	HOPKINTON VILLAGE PRECINCT	HOPKINTON	\$1,080
1193020	ELM BROOK VILLAGE	HOPKINTON	\$1,080
1201010	HUDSON WATER DEPARTMENT	HUDSON	\$21,600
1211010	JACKSON WATER PRECINCT	JACKSON	\$1,080
1212130	EAGLE BROOK	JACKSON	\$1,080
1221010	JAFFREY WATER WORKS	JAFFREY	\$8,640
1241010	KEENE WATER DEPARTMENT	KEENE	\$21,600
1281010	LACONIA WATER WORKS	LACONIA	\$10,800
1332010	OYSTER RIVER CONDOS	LEE	\$1,080
1381010	LITTLETON WATER & LIGHT	LITTLETON	\$9,720
1471010	MANCHESTER WATER WORKS	MANCHESTER	\$56,160
1521010	MEREDITH WATER DEPARTMENT	MEREDITH	\$4,320
1522040	SANDS OF BROOKHURST	MEREDITH	\$1,080
1542030	PEU/SUNRISE ESTATES	MIDDLETON	\$1,080
1561010	MILFORD WATER UTILITIES DEPARTMENT	MILFORD	\$14,040
1581010	MILTON WATER DISTRICT	MILTON	\$2,160
1612230	KILNWOOD ON KANASATKA	MOULTONBOROUGH	\$1,080
1612260	CROSSWINDS	MOULTONBOROUGH	\$1,080
1661010	NEW CASTLE WATER WORKS	NEW CASTLE	\$2,160
1672020	COPPLE CROWN VILLAGE DISTRICT	NEW DURHAM	\$1,080
1741010	NEWPORT WATER WORKS	NEWPORT	\$10,800
1763010	SODA BROOK	NORTHFIELD	\$1,080
1781010	GROVETON WATER SYSTEM	NORTHUMBERLAND	\$4,320
1971010	RAYMOND WATER DEPARTMENT	RAYMOND	\$5,400
2001010	ROCHESTER WATER DEPARTMENT	ROCHESTER	\$5,400
2041010	RYE WATER DISTRICT	RYE	\$11,880
2191020	WEST STEWARTSTOWN WATER PRECINCT	STEWARTSTOWN	\$1,080
2232190	VINEYARDS	STRATHAM	\$1,080
2232200	CHISHOLM FARM	STRATHAM	\$1,080
2232210	STONEARCH CONDO ASSOCIATION/KIRKWALL	STRATHAM	\$1,080
2271010	SUNAPEE WATER WORKS	SUNAPEE	\$6,480

Contractor Initials JK
Date 4-30-24

			Price included with PWSID 2271010
2271020	GEORGES MILLS WATER WORKS	SUNAPEE	
2272020	MEADOW BROOK AT SUNAPEE	SUNAPEE	\$1,080
2313010	TAMWORTH MOBILE HOME PARK	TAMWORTH	\$1,080
2353040	COUNTRY MEADOWS	TILTON	\$1,080
2361010	TROY WATER WORKS	TROY	\$2,160
2392010	BEVERLY HILLS WATER	WAKEFIELD	\$1,080
2392030	MICHAWANIC VILLAGE CONDOMINIUMS	WAKEFIELD	\$1,080
2462040	PILLSBURY LAKE/FRANKLIN PIERCE	WEBSTER	\$1,080
2462050	PILLSBURY LAKE/PENINSULA	WEBSTER	\$1,080
2531010	WINCHESTER WATER DEPARTMENT	WINCHESTER	\$6,480
2542010	PEU/GOLDEN BROOK	WINDHAM	\$1,080
2562010	WENTWORTH ESTATES	WOLFEBORO	\$1,080
2562050	SHERWOOD FOREST	WOLFEBORO	\$1,080
Total			\$341,280

Contractor Initials jc
Date 4-30-24

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 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: 0006681917



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 3rd day of May A.D. 2024.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

Certificate of Authority

I, PAT LAMARCO CHIEF FINANCIAL OFFICER of AMERICAN LEAK DETECTION, INC. do
Printed Name of Certifying Officer Title Name of Company

hereby certify that JIMMY CARTER is authorized to execute any documents
Printed Name of Person Authorized to sign
that may be necessary to enter into a contract with the State of New Hampshire.

In witness whereof, I have hereunto set my hand as the CHIEF FINANCIAL OFFICER
AMERICAN LEAK *Office/Position of Certifying Officer*
of DETECTION, INC., this 30 day of APRIL, 2024
Name of Company

CORPORATE SEAL

[Signature]
Signature of Certifying Officer

Notarization

State of Connecticut
County of New Haven
On April 30 2024, before me, Craig A Paige,
Date Name of Notary or Justice of the Peace

the undersigned officer, personally appeared PAT LAMARCO, who
Printed Name of Certifying Officer AMERICAN LEAK
acknowledged him/herself to be the CHIEF FINANCIAL OFFICER, of DETECTION, INC.
Office/Position Name of Company
and that she/he, being authorized to do so, executed the foregoing instrument for the
purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.

[Signature]
Notary Public or Justice of the Peace

(affix seal)

CRAIG A. PAIGE
Notary Public, State of Connecticut
Commission Expires Nov. 30, 2024

Commission Expires: 11/30/2024



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/23/2024

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 Marsh Affinity a division of Marsh USA LLC. PO BOX 14404 Des Moines, IA 50306-9686	CONTACT NAME: Marsh Affinity	
	PHONE (A/C, No, Ext): 800-743-8130	FAX (A/C, No):
E-MAIL ADDRESS: ADPTotalSource@marsh.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: New Hampshire Insurance Co.		23841
INSURER B:		
INSURER C:		
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 WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COMP/OP AGG	\$
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	WC 034274981 CT	07/01/2023	07/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
							E.L. EACH ACCIDENT	\$ 2,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 2,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
All worksite employees working for American Leak Detection Inc paid under ADP TOTALSOURCE, INC.'s payroll, are covered under the above stated policy. American Leak Detection Inc is an alternate employer under this policy. WAIVER OF SUBROGATION IN FAVOR OF CERTIFICATE HOLDER AS RESPECTS OF JOB PERFORMED BY American Leak Detection Inc AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER **CANCELLATION**

State of New Hampshire, Department of Environmental Services 29 Hazen Drive, PO Box 95 Concord, NH 03302-0095	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>Jo Phillips</i>

**Attachment A
Leak Detection Survey Project Proposal Rankings**

Rankings for Firms Responding to Request for Proposals

Firm	Adequacy of the Approach (30 Points)	Qualifications and Experience of Staff (25 Points)	Cost of Deliverables and Project (15 Points)	Time to Complete Project (15 Points)	Experience of Firm (10 Points)	Quality of Proposal (5 Points)	Total (100 Points)	Rank
American Leak Detection, Inc.	25	23	12	14	10	2	86	1
New England Water Distribution Services, LLC	21	20	10	11	9	3	74	2
Second Sight Systems, LLC	21	20	11	12	7	2	73	3

Review Team Members

Name	Title	Bureau	Years of Service
Kelsey Vaughn	Environmentalist IV	Drinking Water and Groundwater Bureau	12
Kaitlin Curtis	Administrator II	Drinking Water and Groundwater Bureau	10
Christina Rambo	Administrator II	Drinking Water and Groundwater Bureau	2