



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

**Robert R. Scott, Commissioner**

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April 17, 2025

Her Excellency, Governor Kelly A. Ayotte  
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 \$351,480 in order to conduct leak detection surveys at 53 New Hampshire community water systems, effective upon Governor and Council approval through November 30, 2026. 100% Federal Funds.

Funding is available in the account as follows.

	<u>FY 2025</u>
03-44-44-441018-5564-102-500731	\$351,480
Department of Environmental Services, DWSRF BIL Administration, Contracts for Program Services	

**EXPLANATION**

The purpose of the project is to complete leak detection surveys on the water distribution systems at New Hampshire community water systems. Leak detection and repair play a fundamental role in reducing water and energy consumption in water systems, which translates to cost savings for water systems.

In September 2024, NHDES sent leak detection project solicitations to all community water systems in New Hampshire. Fifty-nine 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 53 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. Two proposals were received. A two-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 a clear description of how different leak detection techniques and personnel would be utilized in order to provide a high level of service and quality deliverables. ALD was awarded a similar leak detection contract by NHDES in 2022 and

2024; 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 53 water systems during the 2025 and 2026 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.



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Robert R. Scott, Commissioner

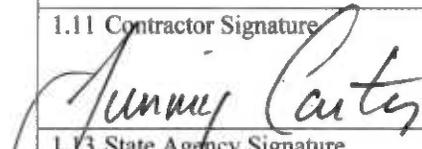
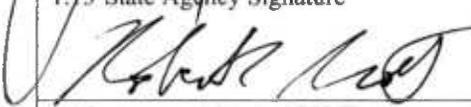
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name 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 11/30/2026	1.8 Price Limitation \$351,480
1.9 Contracting Officer for State Agency Kelsey Vaughn		1.10 State Agency Telephone Number 603-271-6685	
1.11 Contractor Signature  Date: 4-8-25		1.12 Name and Title of Contractor Signatory Jimmy CARTER SR. Dir. of Corp. Field Services	
1.13 State Agency Signature  Date: 4/23/25		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: 4/28/25			
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>).

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

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

- a. For the purpose of public safety, security of government facilities, physical security surveillance of critical 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

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- (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>.

**EXHIBIT B**  
**SCOPE OF SERVICES**

American Leak Detection, Inc. (ALD) shall perform work outlined in their proposal entitled *Leak Survey Proposal*, dated January 15, 2025, 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 53 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 53 water systems, totaling approximately 1,154 miles of distribution pipe, have been selected by NHDES as follows:

PWSID	Water System	Town	% of System to Be Surveyed	Miles to Be Surveyed
0032010	LEDGES AT NEWFOUND LAKE	ALEXANDRIA	100%	2
0061010	ALTON WATER WORKS	ALTON	100%	17
0151010	SWAINS LAKE VILLAGE WATER	BARRINGTON	100%	3
0161010	BARTLETT VILLAGE PRECINCT	BARTLETT	100%	5
0162260	VILLAGGIO BIANCO	BARTLETT	100%	1
0201010	BELMONT WATER DEPARTMENT	BELMONT	100%	12
0201020	BELMONT WATER DEPARTMENT/NORTH	BELMONT	100%	2
0251010	PENACOOK BOSCAWEN WATER PRECINCT	BOSCAWEN	100%	20
0341030	WATERVILLE ESTATES VILLAGE DISTRICT	CAMPTON	85%	22
0501010	CONCORD WATER DEPARTMENT	CONCORD	32%	63
0512270	HALE ESTATES	CONWAY	100%	3
0603010	CONTOOCH RIVER COOPERATIVE	DEERING	100%	2
0753020	LAKESIDE COOPERATIVE	ENFIELD	100%	1
0771010	EPSOM VILLAGE WATER DISTRICT	EPSOM	100%	10
0773010	KINGS TOWNE MHP	EPSOM	100%	2
0802030	LOUISBURG CIRCLE	EXETER	100%	1
0841010	FRANCONIA VILLAGE WATER	FRANCONIA	100%	6
0841020	MITTERSILL WATER DEPARTMENT	FRANCONIA	100%	3
0911010	GOFFSTOWN VILLAGE PRECINCT	GOFFSTOWN	100%	25
0911020	GRASMERE WATER PRECINCT/MAIN	GOFFSTOWN	100%	6
1051010	AQUARION WATER/NH	HAMPTON	63%	88
1061010	HANCOCK WATER WORKS	HANCOCK	100%	6

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1141020	EMERALD LAKE VILLAGE DISTRICT	HILLSBOROUGH	43%	6
1172020	RUNNELLS LANDING	HOLLIS	100%	1
1181010	CENTRAL HOOKSETT WATER PRECINCT	HOOKSETT	100%	26
1201010	HUDSON WATER DEPARTMENT	HUDSON	83%	100
1221010	JAFFREY WATER WORKS	JAFFREY	100%	40
1241010	KEENE WATER DEPARTMENT	KEENE	50%	59
1281010	LACONIA WATER WORKS	LACONIA	50%	50
1321010	LEBANON WATER DEPARTMENT	LEBANON	100%	75
1392180	CENTURY VILLAGE CONDOS	LONDONDERRY	100%	4
1392330	HANAFIN FARM	LONDONDERRY	100%	1
1402020	VILLAGES AT LOUDON	LOUDON	100%	2
1471010	MANCHESTER WATER WORKS	MANCHESTER	20%	100
1531010	MERRIMACK VILLAGE DISTRICT	MERRIMACK	29%	50
1612270	STANYAN ROAD	MOULTONBOROUGH	100%	2
1681010	NEWFIELDS VILLAGE WATER AND SEWER	NEWFIELDS	60%	3
1721010	NEW LONDON SPRINGFIELD WATER PRECINCT	NEW LONDON	100%	27
1741010	NEWPORT WATER WORKS	NEWPORT	100%	50
1862010	MEETING HOUSE WATER	PEMBROKE	100%	1
1871010	PETERBOROUGH WATER WORKS	PETERBOROUGH	100%	59
1921020	MERIDEN VILLAGE WATER DISTRICT	PLAINFIELD	100%	3
1941010	PLYMOUTH VILLAGE WATER AND SEWER	PLYMOUTH	100%	27
1942010	TENNEY BROOK II	PLYMOUTH	100%	3
1971010	RAYMOND WATER DEPARTMENT	RAYMOND	100%	23
2001010	ROCHESTER WATER DEPARTMENT	ROCHESTER	19%	26
2041010	RYE WATER DISTRICT	RYE	100%	44
2111010	SEABROOK WATER DEPARTMENT	SEABROOK	100%	65
2232050	STRATHAM GREEN CONDOS	STRATHAM	100%	1
2342020	NORTHPOINTE WATER	THORNTON	100%	1
2452030	SOUTH WEARE WATER	WEARE	100%	1
2453020	KUNCANOWET HILLS MOBILE HOME	WEARE	100%	1
2563010	BIRCHES OF WOLFEBORO COOP	WOLFEBORO	100%	3
			<b>Total</b>	<b>1,154</b>

**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 completed to date, a list of leak detection surveys to be conducted in the upcoming

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month, the number of field technicians deployed in the prior month, and the number of field technicians planned for the upcoming month.

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.

#### **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 at least 1 week 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.

Contractor Initials Je  
Date 4-8-25

### **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:

#### **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.

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 the correlator results and 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.

Contractor Initials JL  
Date 4-8-25

### Task 3 – Reports

#### Leak Report:

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;
- Leak type (main, valve, hydrant, service, etc.);
- Estimated leakage rate in gallons per minute (GPM);
- Whether there was visible water;
- 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, including at least the water system name, PWSID, and date.
- A summary of the leak detection survey, including at least the following:
  - The number of miles surveyed;
  - The percentage of the distribution system that was surveyed;
  - A description of the specific methodology and types of equipment used during the leak detection survey;
  - 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).
- A map or detailed description of the areas of the distribution system that were surveyed.
- The leak report for each leak as outlined above.
- A table summarizing the total number of leaks found, number of each type of leak found, total leakage rate for all leaks found in GPM, and leakage rate for each type of leak found in GPM.
- A table listing the dates the leak detection survey took place, number of fittings sounded each day, and number of miles completed each day.

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:

Contractor Initials JK  
Date 4-8-25

- 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.

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.

Changes to the Scope of Services or reallocation of funds require NHDES approval in advance. 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:

<b>PWSID</b>	<b>Water System</b>	<b>Town</b>	<b>Payment Amount</b>
0032010	LEDGES AT NEWFOUND LAKE	ALEXANDRIA	\$1,200
0061010	ALTON WATER WORKS	ALTON	\$4,800
0151010	SWAINS LAKE VILLAGE WATER	BARRINGTON	\$1,200
0161010	BARTLETT VILLAGE PRECINCT	BARTLETT	\$1,200
0162260	VILLAGGIO BIANCO	BARTLETT	\$1,200
0201010	BELMONT WATER DEPARTMENT	BELMONT	\$3,600
0201020	BELMONT WATER DEPARTMENT/NORTH	BELMONT	\$1,200
0251010	PENACOOK BOSCAWEN WATER PRECINCT	BOSCAWEN	\$6,000
0341030	WATERVILLE ESTATES VILLAGE DISTRICT	CAMPTON	\$6,000
0501010	CONCORD WATER DEPARTMENT	CONCORD	\$18,000
0512270	HALE ESTATES	CONWAY	\$1,200
0603010	CONTOOCOOK RIVER COOPERATIVE	DEERING	\$1,200
0753020	LAKESIDE COOPERATIVE	ENFIELD	\$1,200
0771010	EPSOM VILLAGE WATER DISTRICT	EPSOM	\$3,000
0773010	KINGS TOWNE MHP	EPSOM	\$1,200

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Date 4-8-25

0802030	LOUISBURG CIRCLE	EXETER	\$1,200
0841010	FRANCONIA VILLAGE WATER	FRANCONIA	\$2,400
0841020	MITTERSILL WATER DEPARTMENT	FRANCONIA	\$1,200
0911010	GOFFSTOWN VILLAGE PRECINCT	GOFFSTOWN	\$7,200
0911020	GRASMERE WATER PRECINCT/MAIN	GOFFSTOWN	\$2,400
1051010	AQUARION WATER/NH	HAMPTON	\$25,200
1061010	HANCOCK WATER WORKS	HANCOCK	\$2,400
1141020	EMERALD LAKE VILLAGE DISTRICT	HILLSBOROUGH	\$2,400
1172020	RUNNELLS LANDING	HOLLIS	\$1,200
1181010	CENTRAL HOOKSETT WATER PRECINCT	HOOKSETT	\$7,200
1201010	HUDSON WATER DEPARTMENT	HUDSON	\$30,000
1221010	JAFFREY WATER WORKS	JAFFREY	\$12,000
1241010	KEENE WATER DEPARTMENT	KEENE	\$16,800
1281010	LACONIA WATER WORKS	LACONIA	\$14,400
1321010	LEBANON WATER DEPARTMENT	LEBANON	\$21,600
1392180	CENTURY VILLAGE CONDOS	LONDONDERRY	\$1,200
1392330	HANAFIN FARM	LONDONDERRY	\$1,200
1402020	VILLAGES AT LOUDON	LOUDON	\$1,200
1471010	MANCHESTER WATER WORKS	MANCHESTER	\$28,800
1531010	MERRIMACK VILLAGE DISTRICT	MERRIMACK	\$14,400
1612270	STANYAN ROAD	MOULTONBOROUGH	\$1,200
1681010	NEWFIELDS VILLAGE WATER AND SEWER	NEWFIELDS	\$1,200
1721010	NEW LONDON SPRINGFIELD WATER PRECINCT	NEW LONDON	\$7,680
1741010	NEWPORT WATER WORKS	NEWPORT	\$14,400
1862010	MEETING HOUSE WATER	PEMBROKE	\$1,200
1871010	PETERBOROUGH WATER WORKS	PETERBOROUGH	\$16,800
1921020	MERIDEN VILLAGE WATER DISTRICT	PLAINFIELD	\$1,200
1941010	PLYMOUTH VILLAGE WATER AND SEWER	PLYMOUTH	\$7,200
1942010	TENNEY BROOK II	PLYMOUTH	\$1,200
1971010	RAYMOND WATER DEPARTMENT	RAYMOND	\$7,200
2001010	ROCHESTER WATER DEPARTMENT	ROCHESTER	\$7,200
2041010	RYE WATER DISTRICT	RYE	\$13,200
2111010	SEABROOK WATER DEPARTMENT	SEABROOK	\$19,200
2232050	STRATHAM GREEN CONDOS	STRATHAM	\$1,200
2342020	NORTHPOINTE WATER	THORNTON	\$1,200
2452030	SOUTH WEARE WATER	WEARE	\$1,200
2453020	KUNCANOWET HILLS MOBILE HOME	WEARE	\$1,200
2563010	BIRCHES OF WOLFEBORO COOP	WOLFEBORO	\$1,200
<b>Total</b>			<b>\$351,480</b>

Contractor Initials JE  
Date 4-8-25

# 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: 0007152247



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 7th day of April A.D. 2025.

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

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  
*Office/Position of Certifying Officer*  
of AMERICAN LEAK DETECTION, INC., this 7 day of APRIL, 2025  
*Name of Company*

CORPORATE SEAL

[Signature]  
*Signature of Certifying Officer*

# Notarization

State of Conn  
County of New Haven Southbury  
On 4/7/2025, before me, Dawn M Nowak,  
*Date Name of Notary or Justice of the Peace*

the undersigned officer, personally appeared PAT LAMARCO, who  
*Printed Name of Certifying Officer*  
acknowledged him/herself to be the CHIEF FINANCIAL OFFICER, of AMERICAN LEAK 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*



Commission Expires: 9/30/26



AMERLEA-03

LMITCHELTREE

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/7/2025

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).

<b>PRODUCER</b> Acrisure New England Partners Insurance Services, LLC 10 Research Parkway, Suite 400 Wallingford, CT 06492	<b>CONTACT NAME:</b> Lisa Mitcheltree	
	<b>PHONE (A/C. No, Ext):</b> (203) 699-4579	<b>FAX (A/C. No):</b>
<b>E-MAIL ADDRESS:</b> lmmitcheltree@acrisure.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Travelers Casualty and Surety Company		<b>19038</b>
<b>INSURER B:</b> The Charter Oak Fire Insurance Company		<b>25615</b>
<b>INSURER C:</b> Travelers Property Casualty Company of America		<b>25674</b>
<b>INSURER D:</b> Allied World Surplus Lines Insurance Company		<b>24319</b>
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**INSURED**  
 American Leak Detection, Inc.  
 199 Whitney Ave  
 New Haven, CT 06511

**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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<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 checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	X	X	6303Y055674	7/1/2024	7/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea. occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/PROP AGG \$ 3,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	8102Y868325	7/1/2024	7/1/2025	COMBINED SINGLE LIMIT (Ea. accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$	X	X	CUP3Y59373A	7/1/2024	7/1/2025	EACH OCCURRENCE \$ 8,000,000 AGGREGATE \$ <b>Aggregate</b> \$ 8,000,000
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/EMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
D	<b>Errors &amp; Omissions</b>			0313-9108	7/1/2024	7/1/2025	<b>Ocurrence</b> \$ 1,000,000
D	<b>Errors &amp; Omissions</b>			0313-9108	7/1/2024	7/1/2025	<b>Aggregate</b> \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 State of New Hampshire, Department of Environmental Services are included as Additional Insureds, for General Liability and Auto Liability including completed operations, when required by written contract or agreement, subject to the terms and conditions of the insurance policy. Coverage is Primary and Non-Contributory with respects to the general liability policy. Waiver of subrogation is included in favor of the Additional Insured when required by written contract or agreement, subject to the terms and conditions of the insurance policy.

<b>CERTIFICATE HOLDER</b>  State of New Hampshire, Department of Environmental Services 29 Hazen Drive, PO Box 95 Concord, NH 03302-0095	<b>CANCELLATION</b>  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 
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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/07/2025

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).

<b>PRODUCER</b>  Marsh Affinity a division of Marsh USA LLC. PO BOX 14404 Des Moines, IA 50306-0688	<b>CONTACT NAME:</b> Marsh Affinity
	<b>PHONE (A/C, No, Ext):</b> 800-743-8130 <b>FAX (A/C, No):</b>
	<b>E-MAIL ADDRESS:</b> ADPTotalSource@marsh.com
	<b>INSURER(S) AFFORDING COVERAGE</b>
	<b>INSURER A:</b> New Hampshire Insurance Co. <b>NAIC #</b> 23841
	<b>INSURER B:</b>
	<b>INSURER C:</b>
	<b>INSURER D:</b>
	<b>INSURER E:</b>
	<b>INSURER F:</b>

**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>COMMERCIAL GENERAL LIABILITY</b> <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 OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <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) \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	<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			WC 088407045 CT	07/01/2024	07/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER 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 workite 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. Proprietor/Partner/Executive Officer/Member are not excluded as long as they are in the ADP'S payroll or have completed the SEI Participation Addendum. WAIVER OF SUBROGATION IN FAVOR OF CERTIFICATE HOLDER AS RESPECTS OF JOB PERFORMED BY American Leak Detection Inc AS REQUIRED BY WRITTEN CONTRACT.

<b>CERTIFICATE HOLDER</b>  State of New Hampshire, Department of Environmental Services 29 Hazen Drive, PO Box 95 Concord, NH 03302-0095	<b>CANCELLATION</b>  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>
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**Attachment A  
Leak Detection Survey Project Proposal Rankings**

**Rankings for Firms Responding to Request for Proposals**

<b>Firm</b>	<b>Adequacy of the Approach (30 Points)</b>	<b>Qualifications and Experience of Staff (25 Points)</b>	<b>Cost of Deliverables and Project (15 Points)</b>	<b>Time to Complete Project (15 Points)</b>	<b>Experience of Firm (10 Points)</b>	<b>Quality of Proposal (5 Points)</b>	<b>Total (100 Points)</b>	<b>Rank</b>
American Leak Detection, Inc.	27	23	11	14	10	4	89	1
New England Water Distribution Services, LLC	20	20	11	11	9	3	74	2

**Review Team Members**

<b>Name</b>	<b>Title</b>	<b>NHDES Bureau</b>	<b>Years of Service</b>
Kelsey Vaughn	Environmentalist IV	Drinking Water and Groundwater Bureau	13
Madison Harrington	Environmentalist III	Drinking Water and Groundwater Bureau	1