



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES



*Burack
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Thomas S. Burack, Commissioner

November 27, 2012

His Excellency, Governor John H. Lynch
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Environmental Services to enter into a contract with M2 Facility Solutions, LLC Exeter, New Hampshire (Vendor Code #229173), in an amount not to exceed \$97,750 to conduct leak detection surveys at twenty-eight New Hampshire community water systems, effective upon Governor and Council approval through December 31, 2013. 100% Federal Funds.

Funding is available as follows:

	<u>FY 2013</u>
03-44-44-44109910-4718-102-500731	\$97,750
Department of Environmental Services, DWSRF Administration, Contracts for Program Services	

EXPLANATION

The Department is using \$97,750 of the funds received for the Drinking Water State Revolving Loan Fund (DWSRF) to fund 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.

The Department sent a request for water loss identification projects to all community water systems in New Hampshire. Twenty-eight water systems responded to the request with a proposed project description and demonstration of need.

The Department summarized the twenty-eight projects and posted a request for proposals for leak detection firms to place competitive bids. Nine proposals were received. A three person review team consisting of experienced Department personnel independently scored the proposals in terms of total cost, survey completion times, qualifications and experience, adequacy of approach, and overall project understanding. M2 Facility Solutions was selected by the review team as having the top ranking proposal.

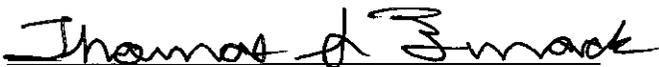
Leak detection requires the utilization of specialized equipment to "listen" for sounds created by a water leak that resonate along the walls of a pipe. A leak detection survey is most commonly conducted by listening to contact points such as valves and hydrants that are located within a water systems distribution network. However, factors such as pipe material and contact point spacing may limit sound intensity and the distance that leak sounds will travel. Therefore it is often necessary to locate and listen

directly over a water main at discrete intervals thereby increasing the length of time and cost to complete a survey. The alternative of simply sweeping the system using contact points may allow leaks to go undetected that could otherwise be found.

M2 Facility Solutions proposal provided a clear plan describing how the different leak detection techniques would be utilized and specifically considered the pipe materials and contact point spacing within the water systems. The firm's experience, staff availability, and overall approach ensure a maximum return on investment in the form of water loss recovery and energy savings. See attachment A for a list of proposals and rankings.

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

We respectfully request your approval.

A handwritten signature in black ink that reads "Thomas S. Burack". The signature is written in a cursive style with a horizontal line underneath the name.

Thomas S. Burack
Commissioner

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, PO Box 95, Concord NH 03302-0095	
1.3 Contractor Name M2 Facility Solutions, LLC		1.4 Contractor Address 149 Epping Road, Exeter, NH 03833	
1.5 Contractor Phone Number 855-398-4250	1.6 Account Number 03-44-44-441010-4718 - 10 2	1.7 Completion Date December 31, 2013	1.8 Price Limitation \$97,750
1.9 Contracting Officer for State Agency Derek S. Bennett, Environmentalist IV		1.10 State Agency Telephone Number 603-271-6685	
1.11 Contractor Signature <i>Steve Sewall</i>		1.12 Name and Title of Contractor Signatory STEVE SEWALL, PRESIDENT	
1.13 Acknowledgement: State of NH , County of Rockingham On October 24, 2013 , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <i>[Signature]</i>		<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: auto;">IAN OREAIL NOTARY PUBLIC STATE OF NEW HAMPSHIRE MY COMMISSION EXP. JUNE 25, 2013</div>	
1.13.2 Name and Title of Notary or Justice of the Peace Ian Oreal Notary			
1.14 State Agency Signature <i>Thomas S. Burack</i>		1.15 Name and Title of State Agency Signatory Thomas S. Burack, Commissioner NHDES	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <i>[Signature]</i> On: 11-29-12			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/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 A 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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all 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 opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials
Date 12/14

8. EVENT OF DEFAULT/REMEDIES.

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 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 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 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.

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

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

Contractor Initials AA
Date 10/21

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

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

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

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.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual

intent, and no rule of construction shall be applied against or in favor of any party.

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

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

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

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

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

EXHIBIT A
SCOPE OF SERVICES

M2 Facility Solutions, LLC (M2) will conduct comprehensive leak detection surveys on the water distribution systems of twenty-eight New Hampshire community water systems. The twenty-eight water systems totaling 640.31 miles of distribution have been selected by the New Hampshire Department of Environmental Services (Department) as follows:

PWSID	WATER SYSTEM	PERCENT OF DISTRIBUTION	TOTAL MILES
0142010	LOCKE LAKE	85%	16.70
0201010	BELMONT WATER DEPARTMENT	25%	4.00
0202010	LAKELAND	100%	12.50
0224010	GLENCLIFF HOME	100%	3.67
0262020	WHITE ROCK WATER SYSTEM	100%	3.50
0382010	ROSEBROOK WATER	100%	9.50
0481010	COLEBROOK	88%	7.50
0651010	CITY OF DOVER WATER	100%	150.00
0881020	GUNSTOCK ACRES VILLAGE DISTRICT	100%	15.45
0911010	GOFFSTOWN VILLAGE PRECINCT	100%	20.00
1051010	AQUARION WATER COMPANY	100%	136.40
1112010	STONE GATE ACRES	100%	0.70
1191020	HOPKINTON VILLAGE PRECINCT	100%	3.21
1212130	EAGLE BROOK	100%	0.42
1381010	LITTLETON WATER & LIGHT	100%	42.30
1403020	LAZY PINES MHP	100%	1.00
1522020	EASTBLUFF HIGHLANDS	100%	1.00
1531010	MERRIMACK VILLAGE DISTRICT	20%	31.79
1561010	MILFORD WATER UTILITIES	66%	30.00
1612010	PARADISE SHORES	100%	9.00
1741010	NEWPORT WATER WORKS	27%	14.00
1841010	OSSIPEE WATER & SEWER	100%	5.00
1842030	INDIAN MOUND	100%	3.00
1971010	RAYMOND WATER DEPARTMENT	100%	15.00
2041010	RYE WATER DISTRICT	100%	35.00
2391010	SANBORNVILLE WATER DEPARTMENT	100%	8.00
2452030	SOUTH WEARE WATER SYSTEM	100%	4.00
2561010	TOWN OF WOLFEBRO	100%	57.67

The conclusion of a leak detection survey is based on the successful completion of the following three tasks:

Task 1 - Initial Survey

M2 will utilize specialized equipment to “listen” for sounds on direct contact points such as main line gate valves, fire hydrants, meter/curb valves, and blow-offs. Contact points used in the listening survey will not exceed 500 feet.

Should available contact point spacing exceed 500 feet or the presence of non-metallic water main be encountered, M2 will walk over the water main while using a ground microphone to listen at

intervals not exceeding ten feet. In the event of cross country water mains with contact point spacing exceeding 500 feet, M2 will utilize a leak correlator to correlate from point A to point B.

High traffic areas will be scheduled for survey during quieter times, generally from 11pm to 5am.

All areas identified as having potential leak activity will be reported as “Suspect”, and will be scheduled for a secondary listening survey. The secondary listening survey will be conducted within 48 hours, and revisited at a different time of day.

Task 2 - Pinpointing Phase

In areas where leakage is detected, M2 will first confirm the locations of mains and services through the use of maps and/or pipe locators. M2 will then perform an intensified pattern of sonic tests directly over the mains and services to identify the location of the leak. An electronic digital leak noise correlator may be used as a pinpointing tool, but a ground microphone will be used to confirm the correlator results.

Task 3 - Leak Report

M2 will prepare illustrated leak locations on diagrammatic reports. Each leak that is identified will be classified according to estimated size and hazard to help facilitate repair by the water system. M2 will meet with the designated representative of the water system on a daily basis and deliver leak reports from the previous day. At the conclusion of the survey, a final report will be prepared and submitted to the Department and copied to the water system. The report will include the original leak reports, a breakdown of the rate of water loss by classification, a breakdown of the loss by source of leakage, and a summary of the project.

EXHIBIT B **BUDGET & PAYMENT METHOD**

All tasks will be performed to the satisfaction of the Department before payment is made. Payments will be made by the Department within 30 days of invoice receipt and approval. Invoices may be submitted to the Department for payment no more than once per month and will only include completed leak detection surveys. Payment will not be made for partially completed surveys.

The maximum contract will not exceed \$97,750 to successfully complete all three tasks at each of the twenty-eight community water systems identified in exhibit A.

EXHIBIT C **SPECIAL PROVISIONS**

Federal Funds paid under this agreement are from a Grant/Contract/Cooperative Agreement to the State from the United States Environmental Protection Agency, Fiscal Year 2012 New Hampshire Drinking Water State Revolving Fund under CFDA # 66.468. All applicable requirements, regulations, provisions, terms and conditions of this Federal Grant/Contract/Cooperative Agreement are hereby adopted in full force and effect to the relationship between this Department and the grantee. Additionally, the Grantee shall comply with the terms of the Federal Funding Accountability and transparency Act (FFATA) by providing DES with their Data Universal Numbering System (DUNS) number.

CERTIFICATE OF VOTE

At a duly authorized meeting of the Board of Directors of // (the "Company"), held // it was VOTED that STEVE SEWALL, the PRESIDENT of the Company, be and hereby is authorized to execute contracts and bonds in the name of and on behalf of the Company; and such execution of any contract or obligation in the Company's name on its behalf by such officer under seal of the Company, shall be valid and binding upon this Company.

I hereby certify that I am the clerk of the Company and that STEVE SEWALL is the duly elected officer as stated above of the Company. This vote has not been amended or rescinded and remains in full force and effect as of the date signed below.

Justith E. Sewall 11/19/12 Date Clerk
PM2 Facility Solutions, LLC
Corporate Seal

State of New Hampshire Department of State

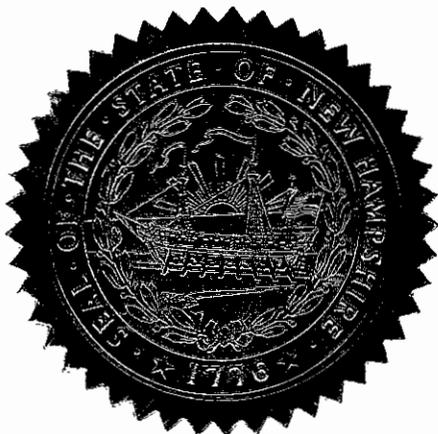
CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that M2 Facility Solutions, LLC is a New Hampshire limited liability company formed on April 7, 2011. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law; and that a certificate of cancellation has not been filed.

In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 31st day of October , A.D. 2012



William M. Gardner
Secretary of State





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/26/2012

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 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 FIAI/Cross Ins-Manchester 1100 Elm Street Manchester NH 03101	CONTACT NAME: Meredith Hendershot, CIC
	PHONE (A/C, No, Ext): (603) 669-3218 FAX (A/C, No): (603) 645-4331 E-MAIL ADDRESS: mhendershot@crossagency.com
INSURED M2 Facility Solutions LLC DBA: Rooterman 149 Epping Road Exeter NH 03833	INSURER(S) AFFORDING COVERAGE INSURER A: Peerless Insurance Company NAIC # 24198 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 12-13 All Lines 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	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			CBP6488128	4/22/2012	4/22/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			BA1011805	4/22/2012	4/22/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Uninsured motorist combined \$ 1,000,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CU8843269	4/22/2012	4/22/2013	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC6494836 (3a.) NH Steve Sewall excluded	4/22/2012	4/22/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Refer to policy for exclusionary endorsements and special provisions. General liability coverage is primary and non-contributory via form CG0001. Blanket waiver of rights is afforded via form # 22-126. Notice of cancellation is 30 days, except in the instance of non-payment, which is 10 days.

CERTIFICATE HOLDER State of New Hampshire Departmental of Environmental Service 29 Hazen Drive PO Box 95 Concord, NH 03302-0095	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE K Gutekunst, CIC/JSC <i>Jimberly H. Gutekunst</i>
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Attachment A
Leak Detection
Proposals and Rankings

Review Team Members and Affiliations	
Derek Bennett, Environmentalist IV - Drinking Water and Groundwater Bureau, Hydrology & Conservation Section	
Years of service: 13	
Susan Willoughby, Sanitary Engineer II - Drinking Water and Groundwater Bureau, Engineering & Survey Section	
Years of service: 12	
Stacey Herbold, Environmentalist III - Drinking Water and Groundwater Bureau, Hydrology & Conservation Section	
Years of service: 8	

Overall Scores and Final Ranking					
FIRM	Review 1	Reviewer 2	Reviewer 3	TOTAL	RANK
ADS ENVIRONMENTAL SERVICES	65	40	39	144	8
AMERICAN LEAK DETECTION	68	45	60	173	6
ARTHUR PYBURN & SONS	88	36	90	214	3
DAVIES WATER	56	15	42	113	9
HEATH CONSULTANTS	88	45	86	219	2
M2 SERVICE GROUP	89	86	94	269	1
M.E. SIMPSON	85	35	25	145	7
WATER & WASTE PIPE TESTING	89	48	66	203	5
WATER SYSTEMS OPTIMIZATION	86	73	48	207	4

Understanding of the services to be provided (20 Points)				
FIRM	Reviewer 1	Reviewer 2	Reviewer 3	TOTAL
ADS ENVIRONMENTAL SERVICES	16	5	5	26
AMERICAN LEAK DETECTION	16	10	16	42
ARTHUR PYBURN & SONS	18	5	14	37
DAVIES WATER	12	5	15	32
HEATH CONSULTANTS	18	15	18	51
M2 SERVICE GROUP	18	18	20	56
M.E. SIMPSON	19	5	5	29
WATER & WASTE PIPE TESTING	18	10	17	45
WATER SYSTEMS OPTIMIZATION	18	18	15	51

Adequacy of approach to identify leaks in diverse situations (20 Points)				
FIRM	Review 1	Reviewer 2	Reviewer 3	TOTAL
ADS ENVIRONMENTAL SERVICES	16	5	5	26
AMERICAN LEAK DETECTION	20	15	18	53
ARTHUR PYBURN & SONS	17	5	18	40
DAVIES WATER	12	0	12	24
HEATH CONSULTANTS	18	5	18	41
M2 SERVICE GROUP	19	18	20	57
M.E. SIMPSON	17	5	5	27
WATER & WASTE PIPE TESTING	19	10	18	47
WATER SYSTEMS OPTIMIZATION	17	15	15	47

Qualifications and experience of staff (20 Points)				
FIRM	Review 1	Reviewer 2	Reviewer 3	TOTAL
ADS ENVIRONMENTAL SERVICES	14	20	12	46
AMERICAN LEAK DETECTION	12	0	15	27
ARTHUR PYBURN & SONS	18	13	20	51
DAVIES WATER	8	10	0	18
HEATH CONSULTANTS	18	10	20	48
M2 SERVICE GROUP	17	10	18	45
M.E. SIMPSON	17	15	5	37
WATER & WASTE PIPE TESTING	18	15	15	48
WATER SYSTEMS OPTIMIZATION	18	15	8	41

Attachment A
Leak Detection
Proposals and Rankings

Cost of projects (20 Points)				
FIRM	Review 1	Reviewer 2	Reviewer 3	TOTAL
ADS ENVIRONMENTAL SERVICES	14	5	17	36
AMERICAN LEAK DETECTION	10	7	1	18
ARTHUR PYBURN & SONS	18	5	20	43
DAVIES WATER	14	0	10	24
HEATH CONSULTANTS	17	10	12	39
M2 SERVICE GROUP	18	20	16	54
M.E. SIMPSON	16	5	5	26
WATER & WASTE PIPE TESTING	18	5	8	31
WATER SYSTEMS OPTIMIZATION	16	10	5	31
Time to complete (20 Points)				
FIRM	Review 1	Reviewer 2	Reviewer 3	TOTAL
ADS ENVIRONMENTAL SERVICES	5	5	0	10
AMERICAN LEAK DETECTION	10	13	10	33
ARTHUR PYBURN & SONS	17	8	18	43
DAVIES WATER	10	0	5	15
HEATH CONSULTANTS	17	5	18	40
M2 SERVICE GROUP	17	20	20	57
M.E. SIMPSON	16	5	5	26
WATER & WASTE PIPE TESTING	16	8	8	32
WATER SYSTEMS OPTIMIZATION	17	15	5	37