

State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

25 Capitol Street – Room 100
Concord, New Hampshire 03301
(603) 271-3201 Office@das.nh.gov

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MLC

Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

December 7, 2022

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

REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a **Retroactive** contract with RPF Environmental (VC#398204) of Northwood, NH in the amount of \$750,000 for asbestos, lead and other hazardous & regulated material testing & monitoring services. The term shall be effective upon Governor and Executive Council approval for the period November 1, 2022 through October, 31 2025 with the option to extend for up to two (2) additional years.

Funding shall be provided through individual agency expenditures, none of which shall be permitted unless there are sufficient appropriated funds to cover the expenditure.

EXPLANATION

This request is **Retroactive** because the Department of Administrative Services, through the Bureau of Purchase and Property, issued Request for Bid 2626-23 on September 16, 2022 with responses due on September, 30 2022. There were two (2) responses received with RPF Environmental submitting the lowest compliant pricing. The contract term is intended to take effect on November 1, 2022 resulting from the expiration of the prior contract (Contract #8002265) on October 31, 2022.

As the incumbent, RPF Environmental can continue the essential work of providing timely testing and monitoring services as listed above with respect to the remediation of asbestos statewide.

Expiring contract price limitation: \$625,000

Forecasted spend:

The recommended price limitation for the coming three (3) year term is \$750,000 which includes an allowance of approximately \$125,000 to account for large renovation plans requiring additional monitoring services e.g. State House Annex abatement and remodeling.

Based on the foregoing, I am respectfully recommending approval of the contract with RPF Environmental.

Respectfully submitted,



Charles M. Arlinghaus
Commissioner

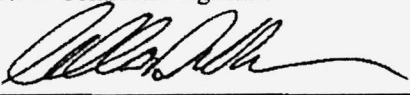
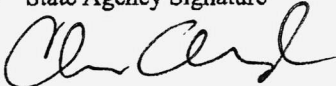
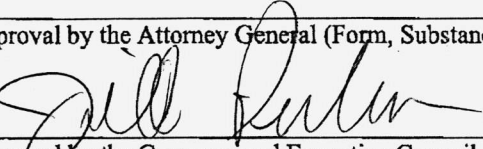
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

| | | | |
|--|-----------------------------------|--|---------------------------------------|
| 1.1 State Agency Name Department of Administrative Services Bureau of Purchase and Property | | 1.2 State Agency Address 25 Capitol Street, Room 102 Concord, NH 03301 | |
| 1.3 Contractor Name RPF Environmental | | 1.4 Contractor Address 320 First New Hampshire Turnpike Northwood, NH 03261 | |
| 1.5 Contractor Phone Number 603-942-5432 | 1.6 Account Number Various | 1.7 Completion Date October 31, 2025 | 1.8 Price Limitation \$750,000 |
| 1.9 Contracting Officer for State Agency Gary Lunetta | | 1.10 State Agency Telephone Number 603-271-3106 | |
| 1.11 Contractor Signature  Date: 10/21/22 | | 1.12 Name and Title of Contractor Signatory ALLEN MERCIER, OPERATIONS MANAGER | |
| 1.13 State Agency Signature  Date: 11/8/22 | | 1.14 Name and Title of State Agency Signatory Charles M. Arlinghaus, Commissioner | |
| 1.15 Approval by the N.H. Department of Administration, Division of Personnel <i>(if applicable)</i> By: _____ Director, On: _____ | | | |
| 1.16 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i> By:  On: 11/21/22 | | | |
| 1.17 Approval by the Governor and Executive Council <i>(if applicable)</i> G&C Item number: _____ G&C Meeting Date: _____ | | | |

Contractor Initials AA
 Date 10/21/22

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under

this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

16. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

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

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

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

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

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

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

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

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

EXHIBIT A
SPECIAL PROVISIONS

There are no special provisions of this Contract.

**EXHIBIT B
SCOPE OF SERVICES**

1. INTRODUCTION

RPF Environmental (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with Asbestos, Lead and Other Hazardous & Regulated Material Testing & Monitoring Services in accordance with the bid submission in response to State Request for Bid 2626-23 and as described herein.

2. CONTRACT DOCUMENTS

This Contract consists of the following documents ("Contract Documents"):

- a. State of New Hampshire Terms and Conditions, General Provisions Form P-37
- b. EXHIBIT A Special Provisions
- c. EXHIBIT B Scope of Services
- d. EXHIBIT C Method of Payment
- e. EXHIBIT D RFB 2626-23
- f. EXHIBIT E Contractor's Bid Response

In the event of any conflict among the terms or provisions of the documents listed above, the following order of priority shall indicate which documents control: (1) EXHIBIT A "Special Provisions," (2) Form Number P-37, (3) EXHIBIT B "Scope of Services," (4) EXHIBIT C "Method of Payment," (5) EXHIBIT D "RFB 2626-23," and (6) EXHIBIT E "Contractor's Bid Response."

3. TERM OF CONTRACT

The term of the contract shall commence November 1, 2022 or upon approval of the Governor and Executive Council, whichever is later (the "effective date") and shall continue thereafter for a period of three (3) years.

The contract may be extended for an additional two (2) one-year extensions thereafter under the same terms, conditions and pricing structure upon the mutual agreement between the successful Vendor and the State with the approval of the Commissioner of the Department of Administrative Services. The maximum term of the contract (including extensions) shall not exceed five (5) years.

4. SCOPE OF WORK

SCOPE OF SERVICES:

The Contractor will respond to the agency's initial request within two (2) business days to schedule an appointment.

Asbestos and Hazardous & Regulated Material Testing and Monitoring Services shall be completed in a reasonable time frame as mutually agreed upon with agency and vendor. The Contractor shall submit a proposed schedule to the state agency requesting services at each facility within ten (10) days of initial request.

All services performed under this Contract(s) shall be performed between the hours of 7:30 A.M. and 4:00 P.M unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas. No premium charges shall be paid for any off-hour work.

The Contractor shall not commence work until a conference is held with each agency, at which representatives of the Vendor and the State are present. The conference shall be arranged by the requesting agency (State).

The State shall require correction of defective work or damages to any part of a building or its appurtenances when caused by the Vendor's employees, equipment or supplies. The Vendor shall replace in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure of the Vendor to proceed promptly with the necessary corrections, the State may withhold any amount necessary to correct all defective work or damages from payments to the Vendor.

The work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The Contracting Officer may require the Contractor to dismiss from the work such employees as deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.

The Contractor or their personnel shall not represent themselves as employees or agents of the State.

All personnel shall observe all regulations or special restrictions in effect at the State Agency.

The Contractor's personnel shall be allowed only in areas where services are being performed. The use of State telephones is prohibited.

If **sub-contractors** are to be utilized, please include information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references for clients they are currently servicing.

SCOPE OF WORK:

ASBESTOS AND LEAD MONITORING SERVICES

A. The Contractor shall perform the following for initial building and site inspections regarding the presence of asbestos or suspected asbestos that would result in NESHAP guidelines for monitoring services

1. The Contractor shall furnish all labor, supervision, material, equipment, insurances, permits, construction tools, and equipment necessary to perform an inspection of properties, buildings, and other structures for suspected asbestos-containing material (ACM) and/or lead containing materials.

2. The asbestos inspection and sampling shall be conducted according to AHERA guidelines (40 CFR Part 763) and 29 CFR Part 1926.1101 (OSHA). The asbestos inspection shall be performed by a State of New Hampshire Licensed Inspector.
3. The lead inspection and sampling shall be conducted by a New Hampshire Certified Lead Inspector or New Hampshire Certified Lead Risk Assessor for all residential sites and child-occupied (<6 years of age) facilities. The lead inspection and sampling in non-residential sites and non-child occupied facilities shall be conducted by inspectors having undergone manufacturer's training for portable X-ray fluorescence (XRF) analyzer equipment, paint chips or other as needed and to be utilized and supervised by a Certified Industrial Hygienist. The scope of lead and asbestos inspections will be determined based on each project request and intent pursuant to all applicable State and federal requirements (including but not limited to Title 29 Code of Federal Regulations 1926.62).
4. Work Product: As a result of the inspections and sampling, an AHERA style report for each building or property surveyed shall be submitted. The report shall include: scope of survey, survey procedures and observations, analytical methods, summary of results for asbestos containing materials (ACM) and/or lead, estimated quantities and condition of ACM/Lead, marked up floor plans or sketch provided by consultant for the building showing where the samples were taken, chain of custody for the samples taken and test results on laboratory letterhead.
5. Contractor shall provide a New Hampshire licensed Asbestos Designer to recommend the options for abatement response actions, budget estimates, bid assistance, work plan/specification development, and abatement monitoring and inspection services.

B. The Contractor shall perform the following for abatement monitoring projects:

1. At a minimum, abatement monitoring and inspection services for asbestos shall include, at a minimum, baseline air testing; ambient area air testing during the abatement; air clearance testing following abatement; PCM air sample analysis by a New Hampshire licensed laboratory; inspections of abatement Vendor work; checklist review of abatement; and vendor submittals documents and final project reporting.
2. Abatement monitoring and inspection services for lead shall include, at a minimum, being conducted by a competent person; baseline dust sampling; ambient area air testing during abatement; lead dust wipe sampling by a New Hampshire licensed lead risk assessor following lead removal work (if applicable); analysis of lead air and dust samples by a New Hampshire licensed laboratory, inspections of abatement contractor's work; checklist review of abatement contractor submittals documents; and final project reporting.

SUBMITTALS FOR REVIEW

- A. Submit schedule of inspections for review and approval by the state appointed Project Supervisor when/if known.
- B. Submit certifications of the inspectors and assessors to be utilized for the work of the project for review and approval by the state appointed Project Supervisor.

REGULATORY REQUIREMENTS

- A. Conform to applicable BOCA Building, Electrical and Plumbing Codes, OSHA, EPA, NESHAPS, NHDES, and NHDHHS for regulations related to execution of the work governing material handling, safety procedures related to sampling and testing. Provide control methods appropriate for the work and in compliance with regulations for sampling of materials containing hazardous substances.
- B. Obtain required permits for testing and monitoring from local, state, and federal authorities as required by regulations.
- C. Do not close or obstruct egress width to any building or site exit.

SCHEDULING

- A. Perform Work of this contract at times to be scheduled with the concurrence of the state appointed Project Supervisor.
- B. Survey work in OCCUPIED AND UNOCCUPIED areas shall be arranged with the state appointed Project Supervisor. The Building Owners reserve the right to restrict the times at which the surveys may be performed. The state reserves the right to have inspections outside of the set of 7:30 PM to 4:00 PM time frame to best serve state's business operations.

PROJECT CONDITIONS

- A. Security: All of the Contractor's employees, subcontractors, or other related personnel who will physically be required to work in the buildings may be required to provide official government identification such as a driver's license for security check. The state appointed Project Supervisor shall approve all personnel.
- B. Non-Damage to the Work Site. Sampling for asbestos and/or lead containing material shall be performed with minimal damage to the building, including, though not limited to: structural members, ceilings, walls, windows, conduits, louvers, stairs, pipes, duct work, insulation, light fixtures, pavements, sprinklers, heat and smoke sensors, and building grounds.

The Contractor is to make all efforts to limit the extent of damage to the sampled materials and stabilize sample locations with a filler compound where possible. Complete restoration and cosmetic touchup or repair is not within the scope of work
- C. Conduct inspections and surveys to accommodate Owner's occupancy requirements. Maintain building security during all hours of site occupancy. Utilize the site and building in the most efficient manner possible for execution of the work; allow for

continuous occupancy and operations of the facility.

FINAL REPORT FOR ABATEMENT

The Final Report should include the following sections listed below: introduction, methodology, Project overview, analytical result and field sheets. The State has the right review draft of final report prior to final submittal.

- A. INTRODUCTION:
Narrative of the scope of work with description of the services that the Contractor conducted. Including a sketch/table of what was abated by location, material quantity and method of abatement.
- B. METHODOLOGY:
Description on how sampling was conducted.
- C. PROJECT OVERVIEW:
Brief narrative of chronological issues that would include prepping, sensitive issues, regulatory visitors, discussion of abatement tests and inspection results, achievement of schedule or delays, injuries, and correction of deficiencies, example pictures.
- D. ANALYTICAL RESULTS:
Results of air sampling on laboratory letterhead with who reviews the laboratory analytical result and authorized signature
- E. FIELD SHEETS:
Completed daily field data sheets, abatement check off lists and chronological detailed field notes in a weekly manner.

ACM and LEAD TESTING AND MONITORING PERSONNEL QUALIFICATION REQUIREMENTS

- A. General: All personnel performing work for the State of New Hampshire shall meet all State of New Hampshire Revised Statutes concerning asbestos management, control and abatement including Chapter 141-E and NH Administrative Rule Env-A 1800 requirements for Licenses and Certification for Asbestos Professionals and US EPA ASHARA accreditation requirements.

The Contractor shall employ a full-time industrial hygienist, certified by the Board of American Industrial Hygiene (CIH), for review and supervision of all testing, analysis, recommendations and reporting.

Asbestos: The Contractor shall employ a NH certified asbestos management planner and/or NH-certified asbestos project designer that is experienced preparing abatement specifications and developing asbestos operations and maintenance programs and management plans.

The Contractor shall be experienced and certified to provide asbestos training (upon request) consisting of: 2-hour asbestos training for maintenance staff and construction personnel accordance with NH Administrative Rule Env-A 1800, 29 CFR Part 1926.1101 and 40 CFR Part 763.

Lead: licensed by NH Bureau of Radiological Health for Radioactive Source.

NH Bureau of Radiological Health License will be required for compliance with this Contract. Contractor will provide number under Contractor Contact Information located in the CONTRACTOR CONTACT INFORMATION section.

- B. The Contractor will establish records of analytical proficiency in air sampling and analysis and bulk sampling and analysis as follows:
1. A laboratory presently accredited by the American Industrial Hygiene Association (AIHA) for asbestos: or
 2. An analyst presently listed in the AIHA Asbestos Analysis Registry: or
 3. A person who has successfully completed NIOSH course # 582 Sampling and Evaluating Airborne Asbestos and whose in-house laboratory shows a minimum of two (2) years evidence of proficient ratings in the Proficiency Analytical Testing Program (PAT Program); and
 4. The asbestos bulk material analysis laboratory shall show evidence of proficiency rating in the National Voluntary Laboratory Accreditation Program (NVLAP) - List of Accreditation Polarized Light Microscopy Laboratories: and
 5. The analysis of bulk samples shall be performed by or under the supervision of an analyst who has successfully completed an asbestos analysis course by McCrone Research Institute, or an equivalent course as recognized as industry standard and/or National Institute of Standards and Technology's (NIST) National Voluntary Laboratory Accreditation Program (NVLAP).
- C. The Contractor shall submit documentation for the following personnel that are employed directly (or sub-contractor) and provide names, copies of all licensing and certification, and demonstrate at least three (3) years of experience performing each of the below certified tasks:
1. NH certified asbestos inspector(s)
 2. NH certified asbestos abatement project designer
 3. Asbestos project monitors trained/accredited pursuant to EPA 40 CFR Part 763 MAP requirements
 4. NIOSH 582 trained, PAT proficient asbestos air analysts for performing same day on-site analysis at abatement sites
 5. NH Asbestos Disposal Site (ADS) certified individuals and a NH Entity Certification for ADS Contractor is required for any work areas that will result in any disturbing soils.
 6. ABIH certified industrial hygienist

7. NH certified asbestos management planner
8. NH Certified Lead Risk Assessor
9. NH Bureau of Radiological Health certificate for XRF radioactive source, if applicable or other means may be used
10. Certify that all of the above are full time employees of the Contractor (or sub-contractor) at award

ADDITIONAL DESCRIPTION OF DUTIES, RESPONSIBILITIES AND GUIDELINES FOR ASBESTOS AND LEAD TESTING AND MONITORING PERSONNEL

A. INSPECTOR: DUTIES AND RESPONSIBILITIES

If required, review previous facility documentation including laboratory sample results of Identified Hazardous Building Materials (i.e. ACM, Lead Based Paint, PCB containing materials, Mercury Containing Products and other hazardous materials (OHMs)).

1. Only Perform visual inspection to identify, document or inventory materials suspected of containing asbestos (and other potential HBMs), lead paint, materials suspected to contain PCBs, and any other OHMs if State requests for specific pricing.
2. Conduct on-site lead paint inspection using portable x-ray fluorescence detection equipment or other means (non-destructive).
3. Supply reports on impact of Scope of Work (SOW). To include an estimate of the number of samples for asbestos and/or lead to be collected during the survey and a cost for those samples in accordance with the submitted rate and turnaround time (TAT) schedule.
4. Evaluate conditions and accessibility of materials containing asbestos and lead.
5. Perform other duties as required.

B. INSPECTOR: GUIDELINES

1. An Asbestos Inspector, Certified by the State of New Hampshire (provide certification number) shall be assigned to an individual project/work order unless otherwise approved in writing by the state appointed Project Supervisor.
2. Bulk sampling - The asbestos inspection and sampling shall be conducted according to AHERA guidelines (40 CFR Part 763). The asbestos inspection shall be performed by a State of New Hampshire Certified Asbestos Inspector. Samples for analysis shall be performed using polarized light microscopy (PLM) by an NVLAP-certified laboratory. The Stop at First Positive (SFP) method that includes the required amount of samples for compliance with AHERA, but allows the analyst the ability to stop the analysis of the remaining samples if the first sample of a group tests positive shall be used as deemed sufficient by the inspector. The Inspector shall notify the State appointed Project Supervisor if SFP method is used and recommendations for further testing as may be applicable. Friable Materials, Non-friable materials, Multi-layer surfacing

materials, resilient flooring and Mastic, shall be tested by the method that will provide the most accurate sample assessment. For sample extraction, remove only the amount of materials necessary for accomplishment of the survey work required under this contract.

3. Building and Property Inspections - Provide building, facility and property inspections prior to renovation or demolition activities in accordance with OSHA, EPA NESHAP and NH Asbestos Management and Control Rules, Env-A 1800 requirements.
4. Provide site characterization and reporting for known or potential Asbestos Disposal Sites using certified inspector and certified ADS personnel, as per NH Admn. Rules Env-Sw 2100 and reference in Env-A 1800 and Env-Sw 900 as it applies to NH Inactive AD sites.
5. XRF testing shall be sufficient to meet the intended scope of the specific project, ranging from NH Risk Assessments in residential and child occupied settings, to preliminary screening for lead paint, and screening to determine potential lead hazardous waste (and to provide recommendations for lead TCLP waste stream testing)

A. PROJECT MONITOR: DUTIES AND RESPONSIBILITIES

1. Attend preconstruction conference with State and Abatement Contractor prior to start of work.
2. Conduct baseline testing for asbestos and lead as reviewed with State for project.
3. Assure and monitor abatement contractor activities inside and outside the regulated areas and perform final clearance. Please note if subcontractor is disturbing material in a manner would cause a fiber release.
4. Conduct ambient area air sampling using PCM for asbestos in accordance with NIOSH Method 7400 for asbestos work and, if lead is involved, AA laboratory analysis of ambient air samples and monitoring for lead.
5. Conduct final visual of the regulated work area, and air clearance testing for asbestos prior to re-occupancy. If lead is impacted, conduct visual inspection and surface dust testing as requested by State for project.
6. If needed and as reviewed with State, conduct additional air or material testing, including but not limited to TEM analysis, based on project and site conditions.
7. Perform other duties as required.

D. PROJECT MONITOR: GUIDELINES

1. Proficient in speaking and writing in English.
2. Complete base line air samples before work begins to document base line readings.
3. Complete air samples in surrounding areas to ensure that asbestos abatement activity is being done correctly and safely.
4. Have the ability to read and understand construction documents.
5. Prepare for signature relevant forms or plans as required by regulatory agencies as well as internal state forms, including scope of work documents.
6. Provide project monitoring for the duration of the abatement.

7. Re-occupancy clearance sampling (PCM analysis) provide laboratory analysis of each sample by Phase Contrast Microscopy to determine successful completion of abatement in accordance with standard clearance criteria (per project specific).
8. Re-occupancy clearance sampling (TEM analysis) provide laboratory analysis of each sample to determine successful completion of abatement in accordance with standard clearance criteria. If TEM analysis cannot meet the re-occupancy criteria, no further remaining samples are to be conducted until the area has been re-cleaned by the abatement Contractor (per project specific).
11. Immediately upon receipt of favorable re-occupancy clearance test results, the Project Monitor shall submit in writing to the state appointed Project Supervisor, documentation that states the area has successfully achieved the re-occupancy clearance requirements. A copy of the test results is to be attached to the documentation.

E. LABORATORY

1. Provide analytical services in the turnaround time as stated in the schedule of rates herein.
2. Provide report with results on laboratory letterhead and signed off by appropriate, responsible personnel.
3. Provide report with copy of the "Chain of Custody" with applicable data provided.
4. Maintain all accreditations, state and jurisdiction license requirements.
5. Provide evidence of accreditations as listed previously in this document.

F. ABATEMENT PROJECT DESIGNER & MANAGEMENT PLANNER

1. Provide review and recommendations for proper abatement options and design.
2. Provide review of inspection reports and hazard assessment. Prepare asbestos operations and maintenance programs and asbestos management plans based on requirements set forth in 40 CFR Part 763.
3. Chair and run design, construction (pre, during, post) meetings and when required, state employee information meetings. Prepare and distribute minutes of all meetings as well as interface with regulatory agencies, the state appointed Project Supervisor, State Engineers, Management and Field Personnel
4. Develop scope of work and prepare quotation/bid documents for the State of New Hampshire's approved asbestos abatement contractors. Provide review of abatement contractor plans and submittal documentation.

- G. If applicable: for projects completed for NHDOT as applicable: All reports, procedure manuals and other documents published by the Vendor shall contain a credit reference to the State and Federal Highway Administration (FHWA) such as "prepared for the State in cooperation with the United States Department of Transportation (USDOT), Federal Highway Administration". In addition, the above documents shall contain a disclaimer statement similar to "The Contents of this document reflect the views of the author, who is responsible for the facts and accuracy of the data presented herein. The contents do not necessarily reflect the official view or policies of the State or the FHWA Highway Administration. This document does not constitute a standard specification or regulation".

Asbestos Abatement/Hazardous and Regulated Material Investigative Survey and Abatement and/or lead Inspection Services:

The Contractor agrees to provide Asbestos Abatement/Hazardous and Regulated Material Investigative Survey and Abatement and/or lead Inspection Services. For the purpose of this proposal, "Vendor" refers to the Asbestos Abatement/Lead Hazardous and Regulated Material Investigative Survey and Abatement Inspection Vendor, as described below:

- A. The Contractor shall perform preliminary site examinations to sample and quantify suspect Asbestos-Containing Building Materials and Lead-based paint (LBP). Visually identify and quantify other hazardous or regulated wastes (e.g. Mercury switches, PCB ballasts, paint, solvents, acids, fuel, waste oil and insecticides) within the structure(s) on the site or parcel. Assume responsibility as an Agent of the state to oversee and sign the Waste shipment Record (WSR) and Hazardous Waste Manifest documents as well as submitting copies to the appropriate NHDOT representative (if applicable). Inspection reports, preparation of abatement plan and scope of work for an asbestos removal and/or LBP/Hazardous Waste contract, inspection of asbestos removal, and certification that appropriate environmental agencies and compliance with appropriate environmental regulations shall be part of this work.

Special Requirement for Department of Military Affairs and Veterans Services: The Department of Military Affairs and Veterans Services sites operated by the NH Army National Guard does not want the Contractor to act as it's agent for signing Hazardous Waste Manifest. This delegation in the responsibility of the Command and requires Department of defense specific training.

- B. Personnel shall meet the following minimum requirements. Individuals qualified to perform multiple duties may do so.
1. Project Manager shall act as the New Hampshire Agent for all inspection services and shall be capable of preparing reports describing the results of the inspection survey, regulatory agency notification, and certification that asbestos and LBP/Hazardous Material abatement if necessary, is complete.
 2. Project Designer shall be Environmental Protection Agency (EPA) accredited and licensed and qualified to prepare an abatement plan and scope of work for an asbestos and/or lead removal contract.
 3. Inspector shall be EPA accredited/licensed and qualified to inspect asbestos and/or lead in occupied or vacant; public, commercial, or industrial buildings, including assessing the condition of asbestos, determining the Friability or Non-Friability of the material and/or recommended response actions. The inspector shall comply with State of New Hampshire solid waste rules, hazardous waste rules and be able to visually identify and quantify hazardous materials and wastes and be able to visually identify and quantify hazardous materials and wastes.
 4. Support Staff shall be capable of providing administrative support and assistance in the preparation, editing and review of necessary documents.

5. An abatement contractor shall not perform the services of this consultation contract.
- C. The State will furnish the following materials for each site(s).
1. Locus maps and property information with construction date(s) of structure(s) and prior use, for use by the Vendor in the prosecution of his/her preliminary examination and investigative survey.
 2. A right-of-entry, when necessary, obtained from property owners allowing access to property and permission to perform the necessary work.
- D. The following work shall be performed to determine if Asbestos, Lead-Based Paint, and/or Hazardous or Regulated waste abatements are required, prepare a scope of work for each necessary abatement.
1. Conduct preliminary examination of site(s) to determine the necessity for and extent of sampling to determine the type and quantity of Asbestos, Lead-based Paint, and Hazardous Waste and Universal Waste. Examination of site(s) shall begin within two (2) working days of receiving written notice to proceed.
 2. Inspection survey of site(s) to inspect, sample and analyze to determine the type and quantity of asbestos present at the site(s). A State representative may accompany the Contractor during the investigative survey. Sampling shall be done in accordance with 40 CFR Part 763, Model Accreditation Plan. Analysis shall be done in accordance with the National Voluntary Laboratory Accreditation Program (NVLAP), and the American Industrial Hygiene Association (AIHA) approved methods.
 3. Prepare and submit for the State's authorization, a scope of work for a Hazardous or Regulated waste Abatement Contract to be performed by another party.
 4. The Project Monitor and Abatement Contractor shall perform a walk-through of the work areas to note existing conditions.
 5. Pre-removal asbestos inspection to ensure proper work area preparation and pre-removal air monitoring within each work area to establish background baseline fiber count.
 6. Daily air monitoring as required determining airborne fiber concentrations, negative-pressure monitoring, effectiveness of the control methods and decontamination procedures and assurance of safe work practices. Air sampling as required for, but not limited to, background, outdoor, inside/outside of containment areas, decontamination, adjacent area, HEPA exhaust supply, and etc., (personal samples shall be excluded since this is the responsibility of the Abatement Contractor) shall be conducted according to current industry and regulatory standards. State reserves the right to receive personal samples in the weekly status report upon request.

7. Air samples shall be analyzed utilizing Phase Contrast Microscopy in accordance with the National Institute of Occupational Safety and Health (NIOSH) Analytical Method 7400. Results shall be available within one working day and shall be reviewed by the Project Manager, the Inspector, and Abatement Contractor foreman.
8. Ongoing visual inspection to ensure integrity of work area barriers, use of personnel protective equipment and decontamination units, appropriate removal procedures and other compliance issues.
9. Conduct a visual inspection and clearance testing at the completion of abatement work and cleaning. The visual inspection shall comply with the requirements of American Society for Testing and Materials (ASTM) E 1368-90, Standard Practice for Visual Inspection of Asbestos Abatement Project. Air clearance sampling Techniques as described in Appendix A to Subpart E of the Asbestos Hazardous Emergency Response Act (AHERA) regulations and NH Code of Administrative Rules Part Env-A 1800, Asbestos Management and Control.
10. The Contractor shall provide to the Abatement Contractor and the NHDOT a certification that all the abatement's are complete. This certification shall be made available within twenty-four (24) hours of abatement completions.
11. Inspection survey of site(s) to inspect, sample and analyze to determine the presence of Lead-Based Paint and to identify and characterize any other hazardous or regulated waste present at the site(s) within the scope of testing described herein. Analysis of paint surfaces shall be done in accordance with XRF methodology. Project Monitor to oversee the segregation of waste streams; Abatement Contractor to insure and track proper disposal as described below and defined by the New Hampshire Department of Environmental Services.
 1. Group I – Non-Regulated Household Chemicals/Consumer Products
 2. Group II – Universal Wastes
 3. Group III – Hazardous Waste
 4. Group IV – Unknown or Unidentified Material
12. Prepare a written report describing the results of the inspection survey. This report shall detail type, quantity and location of asbestos, LBP, and any hazardous or regulated wastes. Photos, plans, and estimated abatement cost, shall be submitted to the NHDOT within five (5) business days following sample analysis.
13. Notify appropriate regulatory agencies regarding evaluation, abatement, and abatement completion.
14. Provide to the State daily project logs and reports, air monitoring results, copies of pressure differential strip charts, visual inspection logs, copies of notification to

regulatory agencies (i.e. EPA, State), and certification that the abatements are complete to the NHDOT. A copy of this final report is to be sent to the Asbestos Abatement Contractor, the Demolition Contractor, and the General Contractor if so involved.

- E. All plans, drawings, tracings, sketches, photographs, diagrams, reports and other documents prepared for this contract shall become property of the State. The Contractor is prohibited from copyrighting any documents or materials that are part of this contract.
- G. For projects completed for NHDOT or FHWA projects or Right of Way as applicable: All reports, procedure manuals and other documents published by the Contractor shall contain a credit reference to the State and Federal Highway Administration (FHWA) such as "prepared for the State in cooperation with the United States Department of Transportation (USDOT), Federal Highway Administration". In addition, the above documents shall contain a disclaimer statement similar to "The Contents of this document reflect the views of the author, who is responsible for the facts and accuracy of the data presented herein. The contents do not necessarily reflect the official view or policies of the State or the FHWA Highway Administration. This document does not constitute a standard specification or regulation".

EMERGENCY AND NON-EMERGENCY RESPONSE

- A. If an event poses a significant and immediate threat to human health, to the environment or business operation, then the event is considered an emergency. The State will determine if an emergency exists.
- B. The Contractor shall respond to an emergency event within a maximum of four (4) hours unless a greater time is approved by the Agency using the Contractor's services. The State Agency will determine if a release is a non-emergency.
- C. The State and Contractor shall agree to the choice of the method to be used in addressing the testing/monitoring or abatement of a site prior to commencement of the work.
- D. The Contractor shall have the capability to provide a satisfactory initial response to any reported emergency petroleum release or spill in the State of New Hampshire.
- E. The 24-hour manned emergency telephone number for the State of New Hampshire is 603-271-4381. The NHDES telephone number for the Waste Management Division – Spill Response & Complaint Investigation Section is 603-271-3899; (8am to 4pm, Mon- Fri.)
- F. The Contractor shall maintain a 24-hour per day, 7 days per week response capability.
- G. When an event occurs, the Agency contact person shall notify the Contractor by telephone, providing the best available information regarding the release. If possible, this will include the location, a brief description of the impacted area, name and contact phone number of responsible party, and a preliminary list of the resources that may be required.
- H. The Contractor may be supervised by representatives of the State.

SPECIAL PROVISIONS

- A. For all plans, drawings, tracings, estimates, specifications, reports, proposals, sketches, diagrams and calculations, together with all material and data theretofore furnished to the State by the Contractor, of a satisfactory nature in accordance with this Agreement, which are of use to the State, the Contractor shall be entitled to a credit determined solely by the State, based on the contract rate for the work so performed in a satisfactory manner and of use and benefit to the State.
- All subcontracts shall be in writing and pre-approved by the State. A copy of each subcontract shall be submitted for the State's files.
- B. APPLICABLE PROFESSIONAL STANDARDS.
1. The Contractor agrees to follow the provisions of the professional codes or standards applicable to the services to be performed under this Agreement.
- C. REVIEW BY STATE - CONFERENCES - INSPECTIONS.
1. It is mutually agreed that all portions of the work covered by this Agreement shall be subject to the inspection of duly authorized representatives of the State, at such time or times as the State deems appropriate.
- D. REVISIONS TO REPORTS, PLANS OR DOCUMENTS.
1. The Contractor shall perform such additional work as may be necessary to correct errors in the work required under the Agreement, caused by errors and omissions by the Vendor, without undue delays and without additional cost to the State.
- E. For applicable NHDOT Projects: CLEAN AIR AND WATER ACTS. If the amount of the Agreement or subcontract thereunder exceeds \$100,000, the Contractor or subcontractor shall comply with applicable standards, orders or requirements issued under Section 306 of the Federal Clean Air Act (43 U.S.C. 1857(h)), Section 508 of the Federal Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. The Contractor or subcontractor shall report violations to the FHWA and to the U. S. Environmental Protection Agency Assistant Administrator for Enforcement (EN-329).

Indoor Air Quality Testing Services

- A. The Contractor shall provide Indoor Air Quality ("IAQ") evaluation services for all buildings and/or job sites as needed.
- B. All sampling protocols shall be performed in accordance with AIHA, NIOSH, OSHA, NH Department of Labor and any other industry guidelines.

- C. Various tasks shall include all aspects of IAQ evaluations state wide. A certified industrial hygienist ("CIH") employed directly by the Industrial Hygiene firm must be on staff to address concerns and issues.
- D. Scheduled jobs shall require an estimated quotation prior to work assignment, including a list of contaminants to be tested. The State of New Hampshire reserves the right to obtain a quotation from another industrial hygiene firm in the event that the Contractor's quotation appears excessive.
- E. Once a job is scheduled, The State of New Hampshire reserves the right to retain the services of another industrial hygiene firm if the Contractor is unable or unwilling to complete the job as scheduled.
- F. Emergency work shall be required with little or no advance notice. The Contractor must provide the State of New Hampshire or the States Project Manager with an emergency contact telephone number. Response to emergency calls shall be within two (2) hours of notification, twenty-four (24) hours a day, seven (7) days a week. If no response is received, the State of New Hampshire reserves the right to contact another industrial hygiene firm.
- G. The Contractor must not sub-contract any tasks without the prior written permission of The State of New Hampshire or the State's Project Manager.
- H. All work areas such as ceilings, walls, floors, etc. shall be returned to a condition satisfactory to the State's Project Manager.
- I. The State of New Hampshire reserves the right to schedule IAQ work to be completed by its own qualified employees if possible.
- J. Work shall be done in a timely and professional manner.

REPORTING

At the conclusion of the IAQ work, a report shall be provided which meets the following minimum standards:

A. INTRODUCTION:

Narrative of the scope of work with description of the services that were conducted, including a table of what was tested by location.

B. METHODOLOGY:

Description on how sampling was conducted.

C. PROJECT OVERVIEW:

Brief narrative of chronological issues.

D. ANALYTICAL RESULTS:

Results of air sampling on laboratory letterhead with authorized signature including chain of custody.

E. FIELD SHEETS:

Completed field data sheets.

F. CONCLUSION SUMMARY:

Recommendations for resolving issue.

SAFETY ISSUES AND COMPLIANCE REQUIREMENTS

The safety and protection of State of NH personnel and property shall be of the utmost concern. All work shall be conducted so as to interfere as little as possible with State of NH business realizing that evaluations of spaces routinely require testing during times when buildings are occupied. The Contractor shall, at their own expense, wherever necessary or required, furnish safety devices and take such other precautions as may be necessary to protect life and property.

All work shall be performed in a manner compliant with all existing State and federal safety laws, rules, regulations and standards including but not limited to OSHA and the U.S. Department of Labor to ensure the safety of the workers as well as State of NH staff and the general public.

ACM and LEAD TESTING AND MONITORING PERSONNEL QUALIFICATION REQUIREMENTS

A. General: All personnel performing work for the State of New Hampshire shall meet all State of New Hampshire Revised Statutes concerning asbestos management, control and abatement including Chapter 141-E and NH Administrative Rule Env-A 1800 requirements for Licenses and Certification for Asbestos Professionals and US EPA ASHARA accreditation requirements.

The Contractor shall employ a full time industrial hygienist or subcontractor, certified by the Board of American Industrial Hygiene (CIH), for review and supervision of all testing, analysis, recommendations and reporting.

Asbestos: The Contractor shall employ a NH certified asbestos management planner and NH-certified asbestos project designer that is experienced preparing abatement specifications and developing asbestos operations and maintenance programs and management plans.

The Contractor shall be experienced and certified to provide asbestos training (upon request) consisting of: 2-hour asbestos training for maintenance staff and construction personnel accordance with NH Administrative Rule Env-A 1800, 29 CFR Part 1926.1101 and 40 CFR Part 763.
Lead: licensed by NH Bureau of Radiological Health for Radioactive Source.

NH Bureau of Radiological Health License #467-R

B. The Contractor will establish records of analytical proficiency in air sampling and analysis and bulk sampling and analysis as follows:

1. A laboratory presently accredited by the American Industrial Hygiene Association (AIHA) for asbestos: or
2. An analyst presently listed in the AIHA Asbestos Analysis Registry: or
3. A person who has successfully completed NIOSH course # 582 Sampling and Evaluating Airborne Asbestos and whose in-house laboratory shows a minimum of two (2) years evidence of proficient ratings in the Proficiency Analytical Testing Program (PAT Program); and

4. The asbestos bulk material analysis laboratory shall show evidence of proficiency rating in the National Voluntary Laboratory Accreditation Program (NVLAP) - List of Accreditation Polarized Light Microscopy Laboratories: and
 5. The analysis of bulk samples shall be performed by or under the supervision of an analyst who has successfully completed an asbestos analysis course by McCrone Research Institute or an equivalent course as recognized as industry standard and/or National Institute of Standards and Technology's (NIST) National Voluntary Laboratory Accreditation Program (NVLAP).
- C. The Contractor shall submit documentation for the following personnel that are employed directly (or sub-contractor) and provide names, copies of all licensing and certification, and demonstrate at least three (3) years of experience performing each of the below certified tasks:
1. NH certified asbestos inspector(s)
 2. NH certified asbestos abatement project designer
 3. Asbestos project monitors trained/accredited pursuant to EPA 40 CFR Part 763 MAP requirements
 4. NIOSH 582 trained, PAT proficient asbestos air analysts for performing same day on-site analysis at abatement sites
 5. ABIH certified industrial hygienist
 6. NH Certified Asbestos Management Planner
 7. NH Certified ADS Contractor and Worker
 8. NH Certified Lead Risk Assessor
 9. NH Bureau of Radiological Health certificate for XRF radioactive source, if applicable or other means may be used
 10. Certify that all of the above are full time employees of the Contractor (or sub-contractor).

The Contractor shall not commence work until a conference is held with each State agency intending to utilize the Contractor's services, at which representatives of the Contractor and the State are present. The conference will be arranged by the State agency.

The State shall require correction of any defective work and the repair of any damages to any part of a building or its appurtenances caused by the Contractor or its employees, sub-contractors, equipment or supplies. The Contractor shall correct, repair, or replace all defective work, as needed, to complete said work in satisfactory condition, and damages so caused in order to restore the building and its appurtenances to their previous condition. Upon failure of the Contractor to proceed promptly with the necessary corrections or repairs, the State may withhold any amount necessary to correct all defective work or repair all damages from payments to the Contractor.

The work staff shall consist of qualified persons completely familiar with the products and equipment that they will use. The Contracting Officer may require the Contractor to dismiss from the work such employees as the Contracting Officer deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.

Neither the Contractor nor its employees or subcontractors shall represent themselves as employees or agents of the State.

While on State property the Contractor, its employees, and its sub-contractors shall be subject to the authority and control of the State, but under no circumstances shall such persons be deemed to be employees of the State.

All personnel shall observe all regulations or special restrictions in effect at any State agency location at which services are to be provided.

The Contractor's personnel shall be allowed only in areas where services are to be provided. The use of State telephones by the Contractor, its employees, or its sub-contractors is prohibited.

If sub-contractors are to be utilized, Contractor shall provide information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references for clients they are currently servicing. Approval by the State must be received prior to a sub-contractor starting any work.

5. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR

The Contractor shall provide all services strictly pursuant to, and in conformity with, the specifications described in State RFB #2626-23, as described herein, and under the terms of this Contract.

It is the responsibility of the Contractor to maintain this contract and New Hampshire Vendor Registration with up to date contact information.

Contract specific contact information (Sales contact, Contractor contract manager, etc.) shall be sent to the State's Contracting Office listed in Box 1.9 of Form P-37.

Additionally, all updates i.e., telephone numbers, contact names, email addresses, W9, tax identification numbers are required to be current through a formal electronic submission to the Bureau of Purchase and Property at:

[https://das.nh.gov/purchasing/vendorregistration/{S\(q0fzcv55qhaeqs45jpya5i45\)}/welcome.aspx](https://das.nh.gov/purchasing/vendorregistration/{S(q0fzcv55qhaeqs45jpya5i45)}/welcome.aspx)

The Contractor shall agree to hold the State of NH harmless from liability arising out of injuries or damage caused while performing this work. The Contractor shall agree that any damage to building(s), materials, equipment or other property during the performance of the service shall be repaired at its own expense, to the State's satisfaction.

6. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

The Contractor certifies, by signature of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal Department or Agency.

7. CONFIDENTIALITY & CRIMINAL RECORD

If requested by the using agency, the Contractor and its employees, and Sub-Contractors (if any), shall be required to sign and submit a Confidential Nature of Department Records Form and a Criminal Authorization Records Form. These forms shall be submitted to the individual using agency prior to the start of any work.

**EXHIBIT C
METHOD OF PAYMENT**

1. CONTRACT PRICE

The Contractor hereby agrees to provide Asbestos, Lead and Other Hazardous & Regulated Material Testing & Monitoring Services in complete compliance with the terms and conditions specified in Exhibit B for an amount up to and not to exceed a price of \$750,000.00; this figure shall not be considered a guaranteed or minimum figure; however it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37 Block 1.7.

2. PRICING STRUCTURE

| COUNTY | COOS | GRAFTON | CARROLL | SULLIVAN | MERRIMACK | BELKNAP | STRAFFORD | CHESHIRE | HILLSBOROUGH | ROCKINGHAM |
|--|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|--------------|------------|
| | Cost | Cost | Cost | Cost | Cost | Cost | Cost | Cost | Cost | Cost |
| HOURLY RATES FOR PERSONNEL | | | | | | | | | | |
| Inspector: | | | | | | | | | | |
| Monday – Friday 7:30 AM to 4:00 PM | \$ 80.00 | \$ 68.00 | \$ 68.00 | \$ 68.00 | \$ 68.00 | \$ 68.00 | \$ 68.00 | \$ 68.00 | \$ 68.00 | \$ 68.00 |
| Weekend/ Holiday rate for Inspector | \$ 80.00 | \$ 80.00 | \$ 80.00 | \$ 80.00 | \$ 80.00 | \$ 80.00 | \$ 80.00 | \$ 80.00 | \$ 80.00 | \$ 80.00 |
| Project Monitor: | | | | | | | | | | |
| Monday – Friday 7:30 AM to 4:00 PM | \$ 80.00 | \$ 68.00 | \$ 68.00 | \$ 68.00 | \$ 68.00 | \$ 68.00 | \$ 68.00 | \$ 68.00 | \$ 68.00 | \$ 68.00 |
| Weekend/ Holiday rate for Project Monitor: | \$ 90.00 | \$ 80.00 | \$ 80.00 | \$ 80.00 | \$ 80.00 | \$ 80.00 | \$ 80.00 | \$ 80.00 | \$ 80.00 | \$ 80.00 |
| Designer/Management Planner: | | | | | | | | | | |
| Monday – Friday 7:30 AM to 4:00 PM | \$ 80.00 | \$ 85.00 | \$ 85.00 | \$ 85.00 | \$ 85.00 | \$ 85.00 | \$ 85.00 | \$ 85.00 | \$ 85.00 | \$ 85.00 |
| Weekend/ Holiday rate for Designer/Mgt/ Planner | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| Certified Industrial Hygienist: | | | | | | | | | | |
| Monday – Friday 7:30 AM to 4:00 PM | \$ 120.00 | \$ 100.00 | \$ 100.00 | \$ 100.00 | \$ 100.00 | \$ 100.00 | \$ 100.00 | \$ 100.00 | \$ 100.00 | \$ 100.00 |
| Weekend/ Holiday rate for Cert Industrial Hygienist | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - |
| NH Licensed Lead Assessor: | | | | | | | | | | |
| Monday – Friday 7:30 AM to 4:00 PM | \$ 100.00 | \$ 90.00 | \$ 90.00 | \$ 90.00 | \$ 90.00 | \$ 90.00 | \$ 90.00 | \$ 90.00 | \$ 90.00 | \$ 90.00 |
| Weekend/ Holiday rate for Risk Assessor | \$ 100.00 | \$ 90.00 | \$ 90.00 | \$ 90.00 | \$ 90.00 | \$ 90.00 | \$ 90.00 | \$ 90.00 | \$ 90.00 | \$ 90.00 |
| PART 2 A- LUMP SUM COSTS | | | | | | | | | | |
| Provide lump sum cost for air clearance test for a single containment work area following removal of friable ACM in a non-school building including up to 5 PCM air samples. | \$ 50.00 | \$ 50.00 | \$ 50.00 | \$ 50.00 | \$ 50.00 | \$ 50.00 | \$ 50.00 | \$ 50.00 | \$ 50.00 | \$ 50.00 |
| PART 2 B- LUMP SUM COSTS | | | | | | | | | | |
| Provide a lump sum cost for inspection and air clearance for a single containment work area following removal of friable ACM in an AHERA defined school building, including one set of air samples (5 inside, 5 outside, and 3 blank IEMs). Turn around time shall be 6 hours | \$ 85.00 | \$ 150.00 | \$ 150.00 | \$ 150.00 | \$ 150.00 | \$ 150.00 | \$ 150.00 | \$ 150.00 | \$ 150.00 | \$ 150.00 |
| PART 2 C- LUMP SUM COSTS | | | | | | | | | | |
| Provide a lump sum cost for abatement design, drawings and documents single containment work area for removal, packaging, transport and disposal of 1,200 square feet of ACM flooring and 200 linear feet of ACM pipe insulation using the AIA MasterSpec format, coordination and attendance at conference, and review assistance | \$ 50.00 | \$ 50.00 | \$ 50.00 | \$ 50.00 | \$ 50.00 | \$ 50.00 | \$ 50.00 | \$ 50.00 | \$ 50.00 | \$ 50.00 |

Contractor Initials AM
Date 10/31/22

| LABORATORY ANALYSIS RATE PER SAMPLE ANALYSIS | |
|---|----------|
| Phase Contrast Microscopy (3-Hour) | \$ 20.00 |
| Phase Contrast Microscopy (24-Hour) | \$ 10.00 |
| Phase Contrast Microscopy (48-Hour) | \$ 5.00 |
| Transmission Electron Microscopy, AHERA (6-Hour) | \$ 10.00 |
| Transmission Electron Microscopy, AHERA (24-Hour) | \$ 10.00 |
| Transmission Electron Microscopy, AHERA (72-Hour) | \$ 10.00 |
| Transmission Electron Microscopy, AHERA (5-day) | \$ 10.00 |
| Transmission Electron Microscopy, NIOSH 7402 (6-Hour) | \$ 10.00 |
| Transmission Electron Microscopy, NIOSH 7402 (24-Hour) | \$ 10.00 |
| Transmission Electron Microscopy, NIOSH 7402 (72-Hour) | \$ 10.00 |
| Transmission Electron Microscopy, NIOSH 7402 (5-day) | \$ 10.00 |
| Polarized Light Microscopy (6-Hour) | \$ 30.00 |
| Polarized Light Microscopy (24-Hour) | \$ 20.00 |
| Polarized Light Microscopy (72-Hour) | \$ 15.00 |
| Polarized Light Microscopy (5-Day) | \$ 15.00 |
| PLM Point Count (6-Hour) | \$ 10.00 |
| PLM Point Count (24-Hour) | \$ 10.00 |
| PLM Point Count (72-Hour) | \$ 10.00 |
| PLM Point Count (5-Day) | \$ 10.00 |
| PLM Point Count with Gravimetric (6-Hour) | \$ 35.00 |
| PLM Point Count with Gravimetric (24-Hour) | \$ 25.00 |
| PLM Point Count with Gravimetric (72-Hour) | \$ 25.00 |
| PLM Point Count with Gravimetric (5-Day) | \$ 25.00 |
| PLM NOB (6-Hour) | \$ 10.00 |
| PLM NOB (24-Hour) | \$ 10.00 |
| PLM NOB (72-Hour) | \$ 10.00 |
| PLM NOB (5-Day) | \$ 10.00 |
| Vermiculite by Cincinnati Method PLM and TEM (24-Hour) | \$ 10.00 |
| Vermiculite by Cincinnati Method PLM and TEM (72-Hour) | \$ 10.00 |
| Vermiculite by Cincinnati Method PLM and TEM (5-Day) | \$ 10.00 |
| ASTM D-5755 Microvac Dust (24-Hour) | \$ 10.00 |
| ASTM D-5755 Microvac Dust (72-Hour) | \$ 10.00 |
| ASTM D-5755 Microvac Dust (5-Day) | \$ 10.00 |
| ASTM Soil Method PLM Quantitative (24-Hour) | \$ 10.00 |
| ASTM Soil Method PLM Quantitative (72-Hour) | \$ 10.00 |
| ASTM Soil Method PLM Quantitative (5-Day) | \$ 10.00 |
| TEM Bulk Quantitative (24-Hour) | \$ 10.00 |
| TEM Bulk Quantitative (72-Hour) | \$ 10.00 |
| TEM Bulk Quantitative (5-Day) | \$ 10.00 |
| TEM Drinking Water, EPA 100.1 or 100.2 (24-Hour) | \$ 10.00 |
| TEM Drinking Water, EPA 100.1 or 100.2 (72-Hour) | \$ 10.00 |
| TEM Drinking Water EPA 100.1 or 100.2 (5-Day) | \$ 10.00 |
| PLM Carb Method 435, 0.1% Level (24-Hour) | \$ 10.00 |
| PLM Carb Method 435, 0.1% Level (72-Hour) | \$ 10.00 |
| PLM Carb Method 435, 0.1% Level (5-Day) | \$ 10.00 |
| EPA Region 1 Soil Protocol, Quantitative (10-Day) | \$ 10.00 |
| AA Lead Dust, Chip or Soil (24-Hour) | \$ 25.00 |
| AA Lead Dust, Chip or Soil (72-Hour) | \$ 15.00 |
| AA Lead Dust, Chip or Soil (5-Day) | \$ 15.00 |
| TLCP Waste for Lead (72-Hour) | \$ 85.50 |
| Lead paint tests in-situ w/portable x-ray fluorescence (XRF) unit or paint | \$ 10.00 |
| Air, dust samples and/or chip samples (2 day turnaround) | \$ 20.00 |
| Air, dust samples and/or chip samples (Next Day) | \$ 25.00 |
| Air-O-Cell Fungal Spore Analysis (7-10 day) | \$ 35.00 |
| Air-O-Cell Fungal Spore Analysis (48 hour) | \$ 50.00 |
| Air-O-Cell Fungal Spore Analysis (24 hour) | \$ 65.00 |
| Direct read determinations of surface swab or tape lift For fungal spores and hyphae fragments (7-10 day) | \$ 35.00 |
| Direct read determinations of surface swab or tape lift For fungal spores and hyphae fragments (<48 HRS) | \$ 25.00 |
| Viable Fungi Analysis Single Plate (10-14 day) | \$ 25.00 |
| Viable Bacteria Analysis Single Plate (10-14 day) | \$ 25.00 |
| Formaldehyde in Air Analysis (7-10 day) | \$ 25.00 |
| Formaldehyde in Air Analysis (48 hour) | \$ 25.00 |
| VOC Screen GCMS EPA TO-15 Method (10-14 day) | \$ 45.00 |
| VOC Screen GCMS EPA TO-15 Method (48 Hr) | \$ 45.00 |
| Optical Particle Identification including physical testing with Polarized Light Microscopy - Vacuum or Wipe | \$ 25.00 |
| Dust Characterization Bulk Dust (animal hair, fibrous glass, fungal matter, dust mites, pollen, skin flakes, wood chips, quartz, arthropod fragments, feathers, cellulose fibers, plant matter) | \$ 35.00 |
| Allergen Screen Bulk Dust: (dust mite {der p 1, der f 1}, Cat {fel d 1}, Dog {can f 1, can f 2}, cockroach {bla g 1}) | \$ 35.00 |
| Mouset/Rat Allergen Bulk Dust | \$ 35.00 |

3. PRICING QUOTATIONS FOR INDIVIDUAL PROJECTS

State will request quotations by providing a SOW describing the services required and the applicable technical qualifications. Contractor must return quotes within three (3) business days. The quoted hourly rates shall not exceed the rates established under this contract. The SOW shall be issued to all Contractors under this contract for a quote. The project engagement will be based upon the lowest cost qualified quote.

4. INVOICE

Itemized invoices shall be submitted to the individual agency after the completion of the job/services and shall include a brief description of the work done along with the location of work.

Contractor shall be paid within 30 days after receipt of properly documented invoice and acceptance of the work to the State's satisfaction.

Invoices shall be submitted to the corresponding State agency after completion of work.

5. PAYMENT

Payment method (P-Card or ACH). **Payments shall be made via ACH or Procurement Card (P-Card = Credit Card) unless otherwise specified by the State of New Hampshire. Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury/state-vendors/index.htm>** Eligible participants shall negotiate their own payment methods with the Contractor.

EXHIBIT D

RFB #2626-23 is incorporated herein.

Contractor Initials AM
Date 10/21/22

EXHIBIT E

Contractor's bid is incorporated herein.

Contractor Initials AM
Date 10/21/22

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 RPF ENVIRONMENTAL is a New Hampshire Trade Name registered to transact business in New Hampshire on August 27, 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: 879037

Certificate Number: 0005828272



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 13th day of July A.D. 2022.

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

David M. Scanlan
Secretary of State

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 REMPert INC is a Illinois Profit Corporation registered to transact business in New Hampshire on July 08, 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; and the attached is a true copy of the list of documents on file in this office.

Business ID: 875707

Certificate Number: 0005894315



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 8th day of November A.D. 2022.

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

David M. Scanlan
Secretary of State



State of New Hampshire Department of State

Filed
Date Filed : 08/27/2021 10:01:26 AM
Effective Date : 08/27/2021 10:01:26 AM
Filing # : 5427689 Pages : 3
Business ID : 879037
William M Gardner
Secretary of State
State of New Hampshire

Form TN-1
RSA 349

APPLICATION FOR REGISTRATION OF TRADE NAME

1: TRADE NAME

RPF ENVIRONMENTAL

2: PRINCIPAL OFFICE INFORMATION 11899 LEIGH CT, Frankfort, IL, 60423, USA

MAILING ADDRESS 11899 LEIGH CT, Frankfort, IL, 60423, USA

3: PRINCIPAL PURPOSE

| NAICS CODE | NAICS SUBCODE |
|------------------------------------|----------------------------------|
| Real Estate and Rental and Leasing | Nonresidential Property Managers |

4: DATE OF TRADE NAME ORGANIZED 08/20/2021

5-A : ENTITY APPLICANT

REMPERT INC (875707)

Tania Rempert

SIGNATURE

11899 LEIGH CT, Frankfort, IL, 60423, USA

President

TITLE

5-B : INDIVIDUAL APPLICANT

SIGNATURE

TITLE

5-C : TRADE NAME

SIGNATURE

TITLE

5-D : NON REGISTERED ASSOCIATION

SIGNATURE

TITLE

6: BUSINESS PHONE

813-999-0199

7: BUSINESS EMAIL

lros@aegislaw.com

8: NOTIFICATION EMAIL

lros@aegislaw.com

OTHER MATTERS (Attached)

Mailing Address - Corporation Division, NH Department of State, 107 North Main Street, Room 204, Concord, NH 03301-4989
Physical Location - State House Annex, 3rd Floor, Room 317, 25 Capitol Street, Concord, NH
Phone: (603)271-3246 | Fax: (603)271-3247 | Email: corporate@sos.nh.gov | Website: sos.nh.gov

CERTIFY:

By checking this box and continuing, each signatory certifies that the information provided herein is true, accurate, and complete to the best of his/her knowledge and belief, and that he/she has authorized the affixing of his/her electronic signature in accordance with the Electronic Signatures in Global and National Commerce Act (e-Sign) and N.H. RSA § 294-E. Further, each signatory understands that his/her electronic signature has full legal effect and enforceability and he/she intends this form, as signed, to be filed with the office of the New Hampshire Secretary of State.

EFFECTIVE DATE:

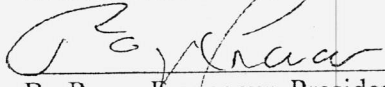
This statement shall be effective from: 08/27/2021

DISCLAIMER: All documents filed with the Corporation Division become public records and will be available for public inspection in either tangible or electronic form.

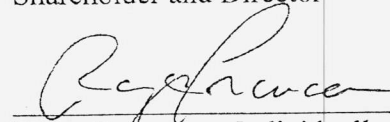
CONSENT TO USE NAME

Effective August _____, 2021, the undersigned, **RPF Environmental, Inc.**, a New Hampshire Corporation, of 320 First NH Turnpike, Northwood, NH 03261, and its sole shareholder and director, **Roger Francoeur**, individually, consent to the use and registration of the name "RPF Environmental" and any derivation thereof by **Rempert, Inc.**, an Illinois corporation, with an address of 11899 Leigh Ct., Frankfort, IL, 60423.

RPF Environmental, Inc.


By Roger Francoeur, President
Shareholder and Director


Date


Roger Francoeur, Individually


Date

Hazardous Materials Inspection & Assessment
Asbestos, Mold, Lead Paint, Radon, PCBs
Air Quality Testing and Investigations
Industrial Hygiene, Safety & Training

October 18, 2022

Mr. Colin Capelle
Purchasing Agent
Department of Administrative Services
Division of Procurement and Support Services
Bureau of Purchase & Property
State House Annex
25 Capitol Street, Room 102
Concord, NH 03301

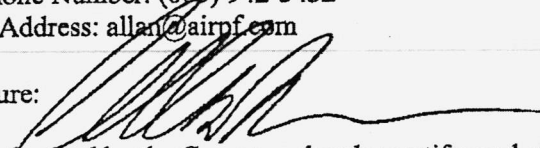
Re: Bid 2626-23 Asbestos, Lead & Other Hazardous & Regulated Material Testing & Monitoring Services

Dear Mr. Capelle:

The Corporation is determined to grant signing and authority to a certain person described hereunder.

I, Tania Rempert, President of RPF Environmental, hereby authorize, approve, and empower the following individual to make, execute, endorse, and deliver in the name of and on behalf of RPF Environmental, but shall not be limited to, any and all written instruments, agreements, documents, contracts, obligations, certificates and other instruments of whatever nature entered into by this Corporation.

Name: Allan Mercier
Position/Title: Operations Manager
Telephone Number: (603) 942-5432
Email Address: allan@airpf.com

Signature: 


I, as authorized by the Company, hereby certify, and attest that all the information above is true and correct.

Sincerely,



Tania Rempert
President
RPF Environmental

On this 19 day of October, 2022, before me appeared (name) Tania Rempert who being duly sworn, did execute the following affidavit, and did state that he or she was properly authorized by RPF Environmental (name of firm) to execute the affidavit and did so as of his or her free act.

Notary Public: 

Commission expires: 9-18-24

KATIE I. BETTS-LEVINE, Notary Public
Commission Expires September 18, 2024

