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The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner

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June 15, 2021

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

REQUESTED ACTION

Authorize the Department of Environmental Services (NHDES) to enter into a contract with Advanced Radon Mitigation, Inc. (VC #272954-B001) of Hooksett, New Hampshire, in the amount of $1,010,000 to provide treated water for residences and communities served by contaminated drinking water wells, effective as of July 1, 2021 through June 30, 2025, upon Governor and Council approval. 7.9% Oil Pollution Control Fund, 29.7% Petroleum Reimbursement Fund, 11.9% DWG Trust Fund, 39.6% Hazardous Waste Cleanup Fund, and 10.9% MtBE Settlement Fund.

Funding is available in the following accounts with the authority to adjust encumbrances for each State fiscal year through the Budget Office, if needed and justified. Funding for FY 2022-2025 are contingent upon continuing appropriation and availability of funds.

Fund Name and Account Number 03-44-44-444010	FY 2022	FY 2023	FY 2024	FY 2025	Totals
Oil Pollution Control Fund 1400-102-500731	$20,000	$20,000	$20,000	$20,000	$80,000
Petroleum Reimbursement Fund 1421-102-500731	$75,000	$75,000	$75,000	$75,000	$300,000
DWG Trust Fund 7428-102-500731	$30,000	$30,000	$30,000	$30,000	$120,000
Hazardous Waste Cleanup Fund 5392-07-102-500731	$100,000	$100,000	$100,000	$100,000	$400,000
MtBE Settlement Fund 8893-102-500731	$40,000	$40,000	$15,000	$15,000	$110,000
	$265,000	**$265,000**	**$240,000**	**$240,000**	**$1,010,000**

EXPLANATION

RSA 146-A, RSA 146-D and RSA 485-A authorizes NHDES to remediate properties impacted by oil and hazardous waste contamination, a component of which consists of providing safe drinking water to residents affected by such contamination. Since 1990, NHDES has fulfilled this remedial element by funding the installation of contaminant-specific point-of-entry (POE) and point-of-use (POU) water treatment systems when the responsible party is unable or unwilling to pay for these installations. This contract enables NHDES to swiftly address contaminated drinking water in instances where the source

of contamination and identity of a responsible party is under investigation; successful conclusion of these investigations result in the transfer of operation and maintenance expenses for POE systems to the responsible party. These systems are installed in communities throughout the state and, typically, at privately-owned properties. This contract provides for the operation and maintenance for existing POE systems installed under previous contracts, and for the installation, operation and maintenance for new POE systems where needed. These POE systems are critical to reducing or eliminating public health risks associated with well owners drinking groundwater contaminated by oil and hazardous waste discharges. The approximate number of contaminated properties that will require a new POE and/or POU is 10 per year.

NHDES solicited prequalification statements by invitations sent on November 5, 2020 to six interested companies. Additionally, the same prequalification solicitation was announced in the Union Leader on November 11 and 12, 2020, and listed on the NH Department of Administrative Services website. Two companies submitted their completed forms to NHDES by the required due date of December 11, 2020 which were evaluated and scored by NHDES for prequalification as potential bidders.

Names	Location	Total Score	Pre-Qualified
Northeast Engineering PLLC	Weare, NH	328	**No**
Advanced Radon Mitigation (ARM)	Hooksett, NH	759	**Yes**

The scoring by the NHDES Evaluation Committee indicated that Northeastern Engineering PLLC did not have sufficient experience with treating and removing the contaminants of concern, and their resources were deficient for the contract demands. A score exceeding 500 points was required to qualify for submitting a bid on this contract. Therefore, NHDES declared ARM a Sole Bidder and proceeded with negotiating prices based on the current specifications for equipment and services to install, operate, maintain, and remove used water treatment equipment. NHDES successfully negotiated item prices for the new contract on March 31, 2021. Attachment A illustrates the pre-qualifications scoring by the NHDES Evaluation Committee.

This contract has been approved by the Department of Justice as to form, content, and execution. In the event that the funds listed in the funding accounts table are no longer available, General Funds will not be requested to support this contract.

We respectfully request your approval.

Robert R. Scott, Commissioner

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive, P.O. Box 95, Concord, NH 03302	
1.3 Contractor Name Advanced Radon Mitigation Inc.		1.4 Contractor Address 180 Londonderry Turnpike, Suite 1, Hooksett, NH 03106	
1.5 Contractor Phone Number 603–644-1207	1.6 Account Number(s) 03-44-44-444010 -1400, 1421, 5392-07, 8893- 102-500731 & 7428-102 -500731.	1.7 Completion Date June 30, 2025	1.8 Price Limitation $1,010,000.00
1.9 Contracting Officer for State Agency Steven A. Croce, P.E.		1.10 State Agency Telephone Number 603-271-2229	
1.11 Contractor Signature Date: 6/2/21		1.12 Name and Title of Contractor Signatory Robin D. Gelinas, President	
1.13 State Agency Signature Date: 6/3/21		1.14 Name and Title of State Agency Signatory Robert R. Scott, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Director, On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: On: 6/14/2021			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials _____
Date _____

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

Contractor Initials BR
Date 6/2/21

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 Initials RK
Date 6/2/21

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

Contractor Initials BH
Date 6/2/21

EXHIBIT A

SPECIAL PROVISIONS

Paragraph 25 - This contract may be extended one additional year under the existing terms and conditions contained herein, with additional funds encumbered for the one-year extension upon NHDES notification to the Contractor. Contract work completed during the one-year extension will be subject to the approved bid prices and items of work as defined in the New Hampshire Department of Environmental Services (NHDES) bid document titled: "DESIGN, INSTALLATION AND MAINTENANCE OF POINT OF ENTRY TREATMENT SYSTEM EQUIPMENT - Technical Specifications", dated May 6, 2016, incorporated herein by reference.

Paragraph 26 - The Owner may require the performance of extra work or emergency work as deemed necessary or desirable by issuance of a Change Order approved by the Owner. The amount of compensation paid to the Contractor for work authorized under a Change Order shall be made in accordance with the approved bid item prices. Parts and equipment not covered by the bid prices shall be paid at actual cost plus a 10% markup to the Contractor.

In the case of extra work or emergency work which is done by subcontractors and approved by Change Order, the Contractor shall compensate one or more subcontractors in accordance with the approved bid prices. Parts and equipment not covered by the bid prices shall be paid at actual cost plus a 10% markup to the Contractor. The Contractor shall not be entitled to extra compensation or markup for oversight of subcontractors on any of the POE assignments or plumber's work on damaged/broken water system components.

Paragraph 27 - No claim for extra work or cost adjustment shall be allowed unless the same was done pursuant to a written order by the Owner. If the claim is accepted for payment and is not covered by any approved bid item price, the Contractor shall provide all bills, payroll vouchers, purchase orders, and statements in an invoice package to the Owner for compensation.

Claims that have been approved and compensated by the Owner, shall not set a precedence for future claims for similar work such that there is an expectation that future claims will be approved for payment.

Initials: BL
Date: 6/14/21

EXHIBIT A

SPECIAL PROVISIONS

(continued)

Paragraph 28 -The Contractor shall not install equipment or system components that are subject to the Contractor's status as a proprietary equipment dealer under subcontracts or agreements with POE component suppliers and manufacturers without the prior written consent of the Owner. Any previously installed proprietary parts needing replacement, the Contractor may need to identify "approved equal" replacement parts for use under this contract. Any replacement parts approved for use in this contract shall not be considered for extra claims unless the Owner considers the costs significant enough to adjust the original negotiated item cost.

Initials: RJ
Date: 6/14/21

EXHIBIT B

SCOPE OF SERVICES

The major items of work involved in this contract are for the design, installation and maintenance of point-of-entry (POE) drinking water treatment systems, located at various locations throughout the state of New Hampshire, which include the following primary work activities:

a. Maintenance of approximately 40 existing POE treatment systems.
b. Installation and maintenance of approximately 40 new POE treatment systems over a four-year period.
c. Installation and maintenance of approximately 80 replacement carbon contactors of various sizes ranging from two cubic feet to four cubic feet in capacity.
d. Collection and analysis of approximately 230 water samples from operating treatment systems throughout the state.
e. Remove, replace and dispose of approximately 870 cubic feet of granular activated carbon.
f. Provide the services of a certified plumber for the repair and replacement of damaged water fixtures and leaks caused by NHDES employees during sampling and investigations activities.

All work shall be performed in accordance with the NHDES 2016 document titled: "DESIGN" INSTALLATION AND MAINTENANCE OF POINT OF ENTRY TREATMENT SYSTEM EQUIPMENT - Technical Specifications", incorporated herein by reference.

The State shall issue work to the Contractor on an assignment basis, similar to a Job Order methodology, for contract services, and compensate the Contractor for the services completed based on the negotiated item prices accepted by NHDES.

The State makes no guarantee of a minimum or maximum amount of work and assignments to be issued to the Contractor during any Fiscal year in the contract period.

Initials : RL
Date : 6/2/21

EXHIBIT C

CONTRACT PRICE AND PAYMENT METHOD

The Contract Price is $1,010,000 covering a four-year period with $265,000 encumbered the first two years and $240,000 encumbered the last two years of this NHDES contract.

Item 1. NHDES agrees to pay Advanced Radon Mitigation Inc. (ARM) for the POE services and plumbing repairs as specified in the negotiated Price Schedule, dated March 31, 2021, attached as Exhibit C-1.

Item 2. NHDES shall pay for all work in accordance with the NHDES 2016 document titled: "DESIGN, INSTALLATION AND MAINTENANCE OF POINT OF ENTRY TREATMENT SYSTEM EQUIPMENT – Technical Specifications, Section 01150 MEASUREMENT AND PAYMENT", incorporated herein by reference.

Item 3. The total amount of payments to ARM authorized by NHDES shall not exceed the annual amounts set forth in this contract unless the terms of this contract are revised or a contract amendment has been approved by Governor and Executive Council to exceed the original contract award amount stated above.

Submission of Invoices by Advanced Radon Mitigation (ARM):

A. Invoices shall be submitted for each installation, repair and maintenance assignment and shall contain at a minimum the following standard information:

1. Vendor name and vendor code.
2. Invoice date and invoice number.
3. Residence/Community name and Site number (originated by NHDES).
4. Period of work being invoiced (start and end dates).
5. Work scope and price based on bid amounts approved by NHDES.
6. Item numbered tasks/activities performed at item prices.
7. A brief explanation of the tasks performed/completed during the billing period.
8. Copies of invoices and bills from all subcontractor services.

Initials : RS
Date : 6/2/21

(Continued)

Payments to Advanced Radon Mitigation (ARM):

A. Invoices will be reviewed for completeness and compliance with the contract and the assignment by the NHDES-POE coordinator and may be returned to ARM if incomplete or in error. An invoice approval cover sheet will be completed by the NHDES Contract Manager. Once appropriate signatures have been obtained, the cover sheet and invoice will be forwarded to the NHDES Accounting Office for processing and payment.

B. NHDES will pay ARM the approved invoice amount for each assignment within 45 days of the Contract Manager's approval. Full payment of the approved amount shall be paid. However, NHDES reserves the right to make partial or incremental payments of an approved invoice if encumbered state funds become unavailable.

C. NHDES may make partial payment where invoiced costs are not in accordance with the contract bid prices, terms and conditions, or where the approved assignment budget/quote has been exceeded without NHDES's written approval. The NHDES Contract Manager shall e-mail short-pay information and may send copies of marked up invoices, as needed, to ARM for resolution or re-submission to NHDES.

Initials : RS
Date : 6/2/21

2021 NEGOTIATED PRICE SCHEDULE

EXHIBIT C-1

These prices were negotiated with Advanced Radon Mitigation (ARM) on 3/31/2021:

ITEM NO.	DESCRIPTION OF ITEM W/ UNIT BID STATEMENTS	UNIT	UNIT PRICE	ESTIMATED QUANTITY	ITEM TOTAL
1	Site Evaluations* _____ Per Site	Each	$ 335.00	40	$ 13,400
2	Site Installations _____ Per Site	Each	$ 265.00	40	$ 10,600
3	Furnish/Install Backwashing Filters _____ Per Unit	Each	$ 1,325.00	10	$ 13,250
4A	Furnish/Install Water Softener (0 - 3 mg/L iron) _____ Per Unit	Each	$ 1,560.00	20	$ 31,200
4B	Furnish/Install Water Softener (3 to 10 mg/L iron) _____ Per Unit	Each	$ 1,820.00	5	$ 9,100
5	Furnish/Install Residential Aerator _____ Per Unit	Each	$ 4,985.00	20	$ 99,700
6	Furnish/Install Air Injection Unit _____ Per Unit	Each	$ 1,655.00	10	$ 16,550
7A	Furnish/Install Granular Activated Carbon Unit (2 cu ft) _____ Per Unit	Each	$ 1,030.00	55	$ 56,650

RH 5/26/21

2021 NEGOTIATED PRICE SCHEDULE
(continued)

ITEM NO.	DESCRIPTION OF ITEM W/ UNIT BID STATEMENTS	UNIT	UNIT PRICE	ESTIMATED QUANTITY	ITEM TOTAL
7B	Furnish/Install Granular Activated Carbon Unit (3 cu ft) _____ Per Unit	Each	$ 1,350.00	20	$ 27,000
7C	Furnish/Install Granular Activated Carbon Unit (4 cu ft) _____ Per Unit	Each	$ 1,730.00	5	$ 8,650
8	Furnish/Install Ultraviolet Sterilizer _____ Per Unit	Each	$ 1,290.00	6	$ 7,740
9	Furnish/ Install Water Meter _____ Per Unit	Each	$ 300.00	50	$ 15,000
10	POE Maintenance Coordination and Site Visits _____ Per Site Visit	Each	$ 125.00	450	$ 56,250
11	Service and Replace Air Stripper Pump _____ Per Unit	Each	$ 1,075.00	10	$ 10,750
12	Service and Re-Bed Activated Carbon (AC), and Dispose of used AC _____ Per Unit	Cu. Ft.	$ 370.00	800	$ 296,000
13	Service, Remove, and Dispose of Used AC, no AC Re-Bed _____ Per Unit	Cu. Ft.	$ 185.00	70	$ 12,950

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2021 NEGOTIATED PRICE SCHEDULE
(continued)

	DESCRIPTION OF ITEM W/ UNIT BID STATEMENTS	UNIT	UNIT PRICE	ESTIMATED QUANTITY	ITEM TOTAL
14	Service and Bed AC in contactors Per Unit	Cu. Ft.	$ 235.00	30	$ 7,050
15	Service and Replace Lamp in Ultraviolet Sterilizer Per Unit	Each	$ 200.00	8	$ 1,600
16A	Furnish/Install 2 X 10, 5.0 micron Cartridge Filter Per Filter	Each	$ 155.00	8	$ 1,240
16B	Furnish/Install 4 X 10, 5.0 micron Cartridge Filter Per Filter	Each	$ 260.00	30	$ 7,800
16C	Furnish/Install 4 X 20, 5.0 micron Cartridge Filter Per Filter	Each	$ 365.00	8	$ 2,920
16D	Furnish/Service Cartridge Filters, regardless of size Per Filter	Each	$ 65.00	200	$ 13,000
17A	Provide 2 X 10, 5.0 micron Cartridge Filter Replacement Per Filter	Each	$ 5.00	40	$ 200
17B	Provide 4 X 10, 5.0 micron Cartridge Filter Replacement Per Filter	Each	$ 20.00	140	$ 2,800
17C	Provide 4 X 20, 5.0 micron Cartridge Filter Replacement Per Filter	Each	$ 35.00	40	$ 1,400

RL 5/26/21

2021 NEGOTIATED PRICE SCHEDULE
(continued)

ITEM NO.	DESCRIPTION OF ITEM W/ UNIT BID STATEMENTS	UNIT	UNIT PRICE	ESTIMATED QUANTITY	ITEM TOTAL
18A	Service/Maintain AC Contactor, no Re-Bed Per Unit	Each	$ 50.00	30	$ 1,500
18B	Service/Maintain Air Injection Unit Per Unit	Each	$ 115.00	10	$ 1,150
18C	Service/Maintain Backwashing Filter Per Unit	Each	$ 50.00	20	$ 1,000
18D	Service/Maintain Residential Aerator Per Unit	Each	$ 155.00	20	$ 3,100
18E	Service/Maintain Calcite Neutralizer Per Unit	Each	$ 125.00	20	$ 2,500
18F	Service/Maintain Water Softener + Brine Tank Per Unit	Each	$ 120.00	40	$ 4,800
19A	Water Sampling, Collect 1-3 water samples for testing* Per Site	Each	$ 150.00	30	$ 4,500
19B	Water Sampling, Collect 1-3 water samples for testing during POE Maintenance* Per Site	Each	$ 65.00	200	$ 13,000
20	Remove, Clean, sanitize POE Components; Plumb water supply to original configuration Per Site	Each	$ 170.00	15	$ 2,550

RS 5/26/21

2021 NEGOTIATED PRICE SCHEDULE
(continued)

ITEM NO.	DESCRIPTION OF ITEM W/ UNIT BID STATEMENTS	UNIT	UNIT PRICE	ESTIMATED QUANTITY	ITEM TOTAL
21	Transport and Dispose of POE Components Per Site	Each	$ 35.00	15	$ 525
22	Technician Labor, blended rate (includes support staff, technical staff & managers) Per Hour	Hour	$ 85.00	500	$ 42,500
23	Licensed Plumber Services, specific quote for each assignment needed Per Hour	Hour	$ 150.00	200	$ 30,000

TOTAL ESTIMATED PRICE $ **829,925.00**
(In figures)

Contractor Name: **Advanced Radon Mitigation Inc.**

*The associated cost for analytical laboratory testing by the DHHS Public Health Lab shall not be included in these bid items but invoiced to NHDES and paid directly by NHDES.

RJ 5/26/21

Certificate of Authority # 2 *(Corporation or LLC – Contract Specific, date specific)*

Corporate Resolution

I, Phyllis Gelinas, **hereby certify** that I am duly elected Treasurer/Secretary of
(Name)
Advanced Radon Mitigation, Inc. I hereby certify the following is a true copy of a
(Name of Corporation or LLC)

vote taken at a meeting of the Board of Directors/shareholders, duly called and held on 4-21, 20 21

at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Robin D. Gelinas, President is duly authorized to enter a
(Name and Title)

contract on behalf of Advanced Radon Mitigation, Inc with the
(Name of Corporation or LLC)

Dept. of Environmental Services State of New Hampshire and further is
(Name of State Agency)

authorized to execute any documents which may in his/her judgment be

desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full

force and effect as of the 4-21, 20 21. I further certify that it is understood that the

State of New Hampshire will rely on this certificate as evidence that the person listed above

currently occupies the position indicated and that they have full authority to bind the

corporation to the specific contract indicated.

DATED: 4-21-21 **ATTEST:** Phyllis Gelinas, Treasurer
(Name and Title)

State of New Hampshire

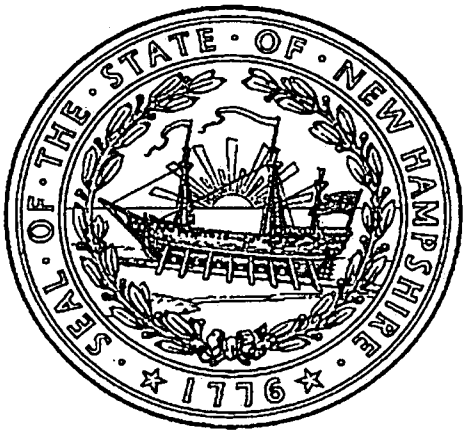
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that ADVANCED RADON MITIGATION INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on September 30, 1999. 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: **327350**

Certificate Number: **0005338316**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 2nd day of April A.D. 2021.

William M. Gardner

Secretary of State

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/13/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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
Foy Insurance Group - Manchester
1889 Elm St
Manchester NH 03104

CONTACT NAME: Laura Perrin
PHONE (A/C, No, Ext): (603) 641-8111 FAX (A/C, No): (603) 641-0222
E-MAIL ADDRESS: laura.perrin@foyinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: XS Brokers Insurance Agency	XS
INSURER B: Central Mutual Insurance	20230
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Advanced Radon Mitigation Inc
180 Londonderry Tpke Ste 1
Hooksett NH 03106

COVERAGES **CERTIFICATE NUMBER:** Master 2021-22 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR			PACEP304714	3/10/2021	3/10/2022	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	X EPACE001						MED EXP (Any one person)	$ 5,000
B	X Professional Liability						PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						Professional Liability	$ 1,000,000
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] HIRED AUTOS [X] SCHEDULED AUTOS [X] NON-OWNED AUTOS			BAP 9767262	2/12/2021	2/12/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							Uninsured motorist combined single	$ 1,000,000
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE						EACH OCCURRENCE	$
							AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Pollution Liability			PACEP304714	3/10/2021	3/10/2022	Ea Occurrence/Aggregate	1M/2M
B	Property/Installation			CLP 9774297	04/21/2021	04/21/2022	Limit	10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

New Hampshire Department of Environmental Services is additional insured if written signed contract, agreement, or permit to such exists prior to loss subject to form indicated above in General Liability section.

CERTIFICATE HOLDER

New Hampshire Department of Environmental
Waste Management Division
29 Hazen Drive, P.O. 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

Laura Perrin/MLISA

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/02/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Automatic Data Processing Insurance Agency, Inc.	
Automatic Data Processing Insurance Agency, Inc. 1 Adp Boulevard Roseland NJ 07068	PHONE (A/C, No, Ext): 1-800-524-7024	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Wesco Insurance Company	25011
INSURED Advanced Radon Mitigation Inc. 180 Londonderry Turnpike, Unit 1 Hooksett NH 03106	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 1987166 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) Y/N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	WWC3525150	05/13/2021	05/13/2022	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 100,000
							E.L. DISEASE - EA EMPLOYEE	$ 100,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

New Hampshire Department of Environmental Waste Management Division
29 Hazen Drive
PO BOX 95
Concord NH 03302

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

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Attachment A

Ranking of Firms Responding to Request for Pre-Qualifications

Firm	Total Score	Rank
Advanced Radon Mitigation, Inc.	759	1
NORTHEAST Engineering PLLC	328	2

Scoring of Firms Responding to Request for Pre-Qualifications

NHDES Evaluation Committee	Advanced Radon Mitigation, Inc.			Scores
	General Information	Experience Record	Representative Projects	Totals
Evaluator No.1	33	72	120	225
Evaluator No.2	32	150	125	307
Evaluator No.3	27	75	128	227
			TOTAL:	**759**

NHDES Evaluation Committee	NORTHEAST Engineering PLLC			Scores
	General Information	Experience Record	Representative Projects	Totals
Evaluator No.1	18	43	52	113
Evaluator No.2	19	61	25	105
Evaluator No.3	15	23	72	110
			TOTAL:	**328**

NHDES Selection Committee

Committee Members	Class Title	Years Experience
Steven A. Croce, P.E.	Civil Engineer V	45+
Margaret Bastien, P.E.	Civil Engineer VI	35+
Andrew Fulton, P.G.	Hydrogeologist IV	30+