



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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Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

December 13, 2023

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

REQUESTED ACTION

Authorize the Department of Administrative Services, Bureau of Court Facilities to enter into a **retroactive sole source** contract with Rempert Inc. dba RPF Environmental of Northwood, NH, (Vendor #398204), for a total price not to exceed \$65,000.00 for abatement monitoring services at the New Hampshire Supreme Court in Concord, NH effective **retroactive** to January 16, 2023, upon Governor and Executive Council approval through April 30, 2024, for a period of approximately sixteen (16) months with an option to extend for an additional three (3) months subject to Governor and Council approval.
100% Federal Funds.

Funding is available in account titled Department of Administrative Services, Division of Plant and Property as follows:

01-14-14-141510-24810000 – ARP FRP DEF MAINT HVAC COVID **FY2024**

048-500226 – Contractual Maint Build-Grn \$65,000

EXPLANATION

In accordance with RSA 21-I:12, II, the Department of Administrative Services (DAS), Division of Plant and Property Management is responsible to "provide for the general maintenance of state-owned buildings and grounds, except as otherwise provided by law." DAS maintains approximately 91 state-owned facilities located throughout the State.

This request is **retroactive and sole source** for a number of reasons. The council is aware of the extended procurement, contract tabling, reprocurement, and disputed contract award related to RPF Environmental and the eventual award much later to SLR International. The State previously had a contract with RPF Environmental under contract #8002265 and the Division of Procurement and Support

Services went out to bid for asbestos, lead paint and mold testing services in September of 2022 prior to the expiration of the contract. Based on the results of that bid, it was assumed that Rempert Inc. dba RPF Environmental was the successful bidder and would be continuing under similar terms and conditions so discussions regarding this project proceeded. However, after the Council tabled the contract in December 2022, an irregularity regarding the answering of bidders questions was discovered. This necessitated a rebid of the contract which resulted in an award to SLR International. That award caused some consternation among some councilors and final action on the contract was delayed and discussed over multiple meetings though the contract was approved in the end.

All new work utilized SLR International but, as is commonplace in such circumstances, work begun with the old contractor is finished with the company with which it was begun. At the time the new contract was awarded, the Department had spent many months of planning and analysis for a project at the Supreme Court. Typically, projects are finished quickly; hence, the so-called "transition period" is short but this project has not been typical and has included many fits and starts. We decided that, given the delays, any payments to RPF Environmental would require a new contract solely for this project. Similarly, to make no ongoing payments to RPF Environmental would be unfair and unjust. As such, a single contract for this single project is the right way to proceed.

Just as important, the situation has highlighted a need for specific language in future contracts that contemplate the possibility of work beginning under a contractor with a multi-project, state-wide contract but continuing after the expiration of that type of contract.

Respectfully submitted,



FOR Charles M. Arlinghaus
Commissioner

FORM NUMBER P-37 (version 2/23/2023)

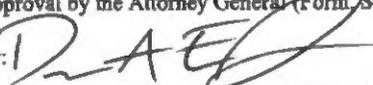
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name Department of Administrative Services Bureau of Court Facilities		1.2 State Agency Address 25 Capitol Street Room 115 Concord, NH 03301	
1.3 Contractor Name Rempert Inc. (dba RPF Environmental)		1.4 Contractor Address 320 1 st NH TPKE Northwood, NH 03261	
1.5 Contractor Phone Number 603-942-5432	1.6 Account Unit and Class 010-014-014-141510- 24810000-048-500226	1.7 Completion Date April 30, 2024	1.8 Price Limitation \$65,000.00
1.9 Contracting Officer for State Agency Sarah B. Lineberry		1.10 State Agency Telephone Number 603 271-3936	
1.11 Contractor Signature  Date: 12/21/23		1.12 Name and Title of Contractor Signatory Allan Mercier, Operations Manager	
1.13 State Agency Signature  Date: 12/27/23		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 (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 1/4/23			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials 
 Date: 12/21/23

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance

hereof, and shall be the only and the complete compensation to the Contractor for the Services.

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

5.4 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

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

7. PERSONNEL.

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

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

8. EVENT OF DEFAULT/REMEDIES.

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

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

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

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

9. TERMINATION.

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

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

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

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

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

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

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

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

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

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

16. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement, shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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

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

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

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

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

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

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

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

Exhibit A

Special Provisions

1. No Special Provisions.

EXHIBIT "B"

SCOPE OF SERVICES

1. The Contractor shall provide "Asbestos Testing, Design, and Abatement Monitoring Services" at the New Hampshire Supreme Court building located at 1 Charles Noble Drive, Concord, New Hampshire. The term "Asbestos Testing and Abatement Monitoring Services" shall include providing all supervision, testing, labor, materials, transportation, tools, and equipment necessary to satisfactorily complete the asbestos testing and monitoring services as described herein.
2. The "Asbestos Testing, Design and Abatement Monitoring Services" shall include but not be limited to the following services:
 - a) Provide design services related to the abatement of asbestos-containing materials primarily ceiling tiles, throughout the designated areas of the NH Supreme Court.
 - b) Attend weekly status meetings throughout the course of the asbestos abatement project.
 - c) Conduct pre-removal inspection of each work area containment and perform baseline ambient area air monitoring.
 - d) Provide inspection and ambient-air testing during abatement in accordance with applicable state and federal regulations in addition to the abatement work plan. Ambient area and clearance air samples shall be analyzed utilizing phase contrast microscopy (PCM) in accordance with NIOSH Method 7400.
 - e) Conduct visual clearance inspections in the containment work area to determine if the designated asbestos has been removed and adequate surface cleaning performed by the State's abatement contractor.
 - f) Upon successful visual inspections, the Contractor shall collect air clearance samples in accordance with applicable state and federal regulations. The Contractor shall then analyze the asbestos air clearance samples utilizing PCM analysis as required by state and federal regulations and the conditions of removal.
 - g) The Contractor shall prepare and submit a monitoring report with the results of the site inspections and observations, lab work, and summary of recommendations.
3. The Contractor shall only be responsible for observations and test results for those periods for which the Contractor is on site performing testing, and the State will need to ensure adequate supervision and other oversight tasks for those periods for which the Contractor is not on -site. In the event that problems occur, or concerns arise regarding abatement safety during periods that the Contractor is not on -site, the Contractor will be unable to provide documentation or assurances regarding conditions, safety, testing results and or other compliance issues for those specific periods.
4. The contract shall be effective on the date of Governor and Executive Council approval ("Effective Date"). The "Commencement Date" is herein defined as January 16, 2023. Upon final approval by Governor and Council, invoices for asbestos testing, design and monitoring services shall become due retroactively as of the Commencement Date.

5. The term of the Contract shall begin on the Commencement Date and end on April 30, 2024, with an option to renew for an additional term of three months subject to Governor and Council approval.
6. The Contractor shall assign a Project Manager to supervise the Asbestos Testing and Monitoring Services. The Contractor's Project Manager shall be thoroughly experienced in the type of work being performed. The Contractor's Project Manager shall be responsible to oversee the asbestos abatement contractor and ensure that the abatement process is completed according to State regulations. The Contractor's Project Manager or designee shall act on the State's behalf to notify the Abatement Contractor to modify their work methods and or install additional equipment and or barriers to minimize any exposures. The Contractor's Project Manager is also authorized to stop abatement work until the abatement contractor corrects any deficiencies in the abatement process. The Contractor's Project Manager shall be readily available to answer any project related questions or concerns. The Contractor's Project Manager or their designee shall provide clearance information and or reports on a weekly basis to the State Project Manager.
7. All work shall be scheduled in advance with the State Project Manager. The asbestos testing and monitoring services will occur in several phases at various times to minimize any disruption to the NH Supreme Court. The majority of the work will occur on weekends as follows:

Friday	4:30 PM to 1:00 AM
Saturday	6:00 AM to 2:30 PM
Sunday	6:00 AM to 2:30 PM if needed
8. The Contractor shall ensure that all abatement personnel are properly trained and have the proper credentials. The Contractor shall maintain a daily log of workers and brief description of the abatement work.
9. The work staff shall consist of qualified persons completely familiar with the products and equipment they 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 this project is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.
10. The Contractor or their personnel shall not represent themselves as employees or agents of the State. While on State property, employees shall be subject to the control of the State, but under no circumstances shall such persons be deemed to be employees of the State.
11. The Contractor's personnel shall be allowed only in areas where services are being performed. The use of State telephones is prohibited.
12. All Contractor correspondence and submittals shall be sent to:

Sarah Lineberry
 State of New Hampshire
 Department of Administrative Services
 Bureau of Court Facilities
 25 Capital Street, Room 115
 Concord, NH 03301

EXHIBIT "C"

PAYMENT TERMS

1. The Contractor hereby agrees to provide "Asbestos Testing, Design and Monitoring Services" at the rates listed below for a not to exceed total of **\$65,000.00** for the period commencing on January 16, 2023, through April 30, 2024 (herein after referred to as the contract price) in return for the services described in Exhibit "B", Scope of Services.
2. Asbestos Testing, Design and Monitoring Services shall be completed on a time and materials basis at rates listed below. The hourly per person rate shall be for the actual amount of time at the respective job sites. The labor rates are fully loaded and include all overhead, profit, superintendence, insurances, training, equipment, travel, and taxes.

RATE TABLE

Description	Per Person Hourly Rate Monday through Friday 7:30 AM to 4:00 PM	Per Person Hourly Rate Saturdays, Sundays, Holidays and Monday through Friday from 4:01 PM to 7:29 AM
Design Services	\$85.00	N/A
Project Monitoring	\$68.00	\$80.00
	Other Items	
Phase Contrast Microscopy Lab Analysis	\$20 per sample.(3 hour)	

3. All asbestos testing, design and monitoring services shall be approved in advance by the State Project Manager. The Contractor shall provide a running sub total for all Asbestos Testing, Design and Monitoring Services to the State Project Manager at weekly job meetings. In no event shall the contract price exceed the section 1.8, Price Limitation of **\$65,000.00**
4. All invoices shall include the following:
 - Description of the work performed;
 - Dates of services;
 - Number of hours per person worked;
5. Invoices must be submitted to the State by the Contractor at the rates stated in this contract.
6. Invoices shall be submitted after completion of the various phases of the work. Special charges, surcharges, processing charges, or fuel charges of any kind (by whatever name) may not be added on at any time.
7. Payment shall be paid within thirty (30) days after receipt of invoice an acceptance of the work to the State's satisfaction. Payments will be made via ACH unless otherwise specified by the 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 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 : 0006358408



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 December A.D. 2023.

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

David M. Scanlan
Secretary of State

Certificate of Authority # 1

(Corporation of LLC- Non-specific, open-ended)

Corporate Resolution

I, Tania Rempert, hereby certify that I am duly elected Clerk/Secretary of
(Name)

Rempert Inc (dba RPF Environmental). 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 December
(Month)

21, 20 23 at which a quorum of the Directors/shareholders were present and voting.
(Day) (Year)

VOTED: That Allan Mercier, Operations Manager (may list more than one person) is duly authorized to
(Name and Title)

enter into contracts or agreements on behalf of Rempert Inc (dba RPF Environmental) with
(Name of Corporation or LLC)

the State of New Hampshire and any of its agencies or departments and further is 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 date of the contract to which this certificate is attached. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATED: December 21, 2023

ATTEST: Tania Rempert
(Name and Title)

Tania Rempert, President, Secretary, Treasurer



RPFEN51

OP ID: GY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/13/2023

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 IMMANUEL Insurance Agy- SAN PO Box 300 3 Brittany Lane Barrington, NH 03825-0300 IMMANUEL Ins Agy Inc &	CONTACT IMMANUEL Ins Agy Inc PHONE (A/C, No, Ext): 603-335-4300 FAX (A/C, No): 603-822-7101 E-MAIL ADDRESS: gina@immanuelins.com														
INSURED Rampert Inc DBA RPF Environmental 320 First NH Turnpike Northwood, NH 03281	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Westchester Surplus Lines Ins</td> <td>10172</td> </tr> <tr> <td>INSURER B: Ohio Security Insurance Co</td> <td>24082</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Westchester Surplus Lines Ins	10172	INSURER B: Ohio Security Insurance Co	24082	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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COVERAGES
CERTIFICATE NUMBER:
REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contract Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			G72546003	09/27/2023	09/27/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPI/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			G72546003	09/27/2023	09/27/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			G72546015	09/27/2023	09/27/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 FOLLOW FORM
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			XWS63473762 3A STATES: NH,MA,ME,RI,VT	09/27/2023	09/27/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liab/ Pollution			G72546003	09/27/2023	09/27/2024	Limit \$ 1,000,000 Aggregate \$ 1,000,000

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

CERTIFICATE HOLDER
CANCELLATION

NHDEPAM NH Department of Admin Services 15 Capitol Street Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>David R. Goodwin</i>
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