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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
NEW HAMPSHIRE HOSPITAL

Lori A. Weaver
Commissioner

Ellen M. Lapointe
Chief Executive Officer

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February 20, 2025

Her Excellency, Governor Kelly A. Ayotte
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, New Hampshire Hospital (NHH), to enter into a **Sole Source** contract with North Peak Construction & Contracting LLC (VC# 519463) Concord, New Hampshire, in the amount of $16,248 for installation of a fire barrier access door and fireproofing materials, with the option to renew for up to one (1) additional years effective upon Governor and Council approval through June 30, 2025 . 100% Other Funds (Disproportionate Share Hospital Revenue Funds).

Funds are available in the following accounts for State Fiscal Year 2025, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-95-94-940010-87500000 Health and Social Services, Health and Human Services Department of, HHS: New Hampshire Hospital, New Hampshire Hospital, Acute Psychiatric Services

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2025	047/500240	Own Forces Maintenance (Building-Grounds)	94035011	$16,248
			Total	$16,248

EXPLANATION

This request is **Sole Source** because the Contractor is the only contractor able to provide the necessary services in the timeframe required by the Department. In September 2024, The Joint Commission (TJC) conducted a re-accreditation survey for New Hampshire Hospital (NHH), which resulted in a deficiency finding related to fire barrier access door. NHH is operating under a Time Limited Waiver granted by TJC to resolve the issue therefore the Department does not have time to solicit for these services. If NHH does not comply with TJC findings in a timely fashion, several concerns exist including patient safety risks, potential legal and financial

consequence as well as operational disruptions. NHH obtained three (3) quotes for the required work and selected the Contractor that provided the lowest quote.

The purpose of this request is to have the contractor rectify recent Joint Commission deficiencies by installing a one-hour fire rated smoke barrier assembly as outlined in Exhibit B Statement of Work.

The Contractor will install a fire-rated smoke barrier access door within NHH and pull all permits required to perform the work. The Contractor's installations will ensure the fire barriers are continuous from the outside wall or from one fire barrier to another, or a combination thereof, including continuity through all concealed spaces, such as those found above a ceiling, including interstitial spaces. For those fire barriers terminating at the bottom side of an interstitial space, the construction assembly forming the bottom of the interstitial space must have a fire resistance rating not less than that of the fire barrier.

New Hampshire Hospital is subject to fire safety requirements as mandated by State and Federal regulations. Completion of this work will ensure that NHH is in compliance with all relevant codes and laws.

The Department will monitor services by observing the work performed on-site as detailed in reports completed by the Contractor after each day of work completed.

As referenced in in Exhibit A of the agreement, the parties have the option to extend the agreement for up to one (1) additional year, contingent upon satisfactory delivery of services, available funding, and agreement of the parties and Governor and Council approval.

Should the Governor and Council not authorize this request, NHH will not be in compliance with The Joint Commission standards and appropriate fire codes and regulations which could jeopardize the safety of those receiving treatment and those employed at NHH.

Area served: New Hampshire Hospital

In the event that the Other Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,

for

Lori A. Weaver
Commissioner

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

Subject: Fire Barrier Access Door and Preventative Maintenance Project (SS-2025-NHH-08-FIREB-01)

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name North Peak Construction & Contracting LLC		1.4 Contractor Address P.O. Box 1146 Concord, NH 03302	
1.5 Contractor Phone Number (603) 345-7222	1.6 Account Unit and Class TBD	1.7 Completion Date June 30, 2025	1.8 Price Limitation $16,248
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature Signed by: Parker Guimond EB482C80D1804C8... Date: 2/14/2025		1.12 Name and Title of Contractor Signatory Parker Guimond President	
1.13 State Agency Signature DocuSigned by: Ellen Lapointe 46606801E0E8428... Date: 2/18/2025		1.14 Name and Title of State Agency Signatory Ellen Lapointe Chief Executive Officer	
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: DocuSigned by: Robyn Guarino 748734844941460... On: 2/18/2025			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials: Initial PG
Date: 2/14/2025

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.

Initial PG

Contractor Initials

Date 2/14/2025

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.

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Contractor Initials PG

Date 2/14/2025

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.

Initial

Contractor Initials PG.

Date 2/14/2025

New Hampshire Department of Health and Human Services
Fire Barrier Access Door and Preventative Maintenance Project

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:

3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to appropriate State approval, this Agreement, and all obligations of the parties hereunder, shall become effective upon Governor and Executive Council approval. ("Effective Date")

1.2. Paragraph 3, Effective Date/Completion of Services, is amended by deleting subparagraph 3.3 in its entirety and replacing it as follows:

3.3. Contractor must complete all Services by the Completion Date specified in block 1.7. The parties may extend the Agreement for up to one (1) additional year from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and appropriate State approval.

1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.5 as follows:

12.5. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

Initial PG
Contractor Initials
Date 2/14/2025

New Hampshire Department of Health and Human Services
Fire Barrier Access Door and Preventative Maintenance Project
EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Contractor must install a fire-rated smoke barrier access door within New Hampshire Hospital.

1.2. The Contractor must install a one-hour fire-rated smoke barrier assembly with the following specifications:

1.2.1. The one-hour-rated smoke barrier assembly is taking place in a 30' area.

1.2.2. The steel framing must be installed from the current termination point above the drop ceiling to the sprayed fire-resistive material (SFRM) coated steel beam.

1.2.3. A 5/8" Type X Fire resistant gypsum wall board must be installed on each side of the steel framed wall with required fire taping.

1.2.4. The Mineral wool insulation to be installed in each bay prior to sheetrock installation,

1.2.5. The 24"x24" Underwriters Laboratories (UL) Listed one-hour fire rated access panel to be installed to allow access to area above bathroom J204.

1.2.6. The 8' fire wall is to be framed in corridor with a 4' x 7' UL listed one-hour mineral core, birch pre-finished fire door, and with a 12"x 12" light kit, and push-pull door with no latch.

1.2.7. The installed wall and door frame must be primed and painted to match abutting walls and door frames.

1.3. The Contract must adhere to the requirements stated in Appendix B, Fire Smoke Barrier Penetration Permit, attached and incorporated herein.

1.4. The Contractor must ensure that all employees applying firestop materials onsite have obtained a Hilti Certification for Firestopping by attending a Hilti Penetration Training in the UL approved methods of installing firestopping material. Any Contractor employee performing work that will create a through-penetration in a fire and/or smoke rated barrier within any designated New Hampshire Hospital building must obtain a Fire/Smoke Barrier Penetration Permit from the Department.

1.5. The Contractor must pull all permits required to perform this work.

1.6. The Contractor must schedule work with approval by NHH. Work hours are Monday through Friday, 7:00 AM to 4:00 PM, excluding state and federal holidays.

1.7. The Contractor must agree that all work performed is subject to inspection and any work that does not pass inspection must be corrected by the Contractor at

no additional expense to the Department.

1.8. Workspace Requirement

1.8.1. The Department will work with Contractor to determine requirements for providing necessary workspace, including areas for storing tools, equipment, and materials. The Contractor must:

1.8.1.1. Remove all tools, debris, and waste materials from the work area at the end of each shift.

1.9. The Contractor must actively and regularly collaborate with the Department to enhance contract management and improve results.

1.10. The Contractor must ensure all employees and approved subcontractors assigned to perform services under the Agreement comply with all Department requirements to meet infection control procedures and protocols to reduce risk and spread of communicable diseases by the date of work performed.

1.11. The Contractor must ensure that each Contractor employee working onsite at New Hampshire Hospital (NHH) signs the NHH Statement of Confidentiality prior to providing services, attached as Appendix A, and incorporated herein.

1.12. Safety Requirements

1.12.1. The Contractor must utilize safety and health training, positive reinforcement techniques, identification, evaluation and correction of hazards and unsafe work procedures and performance to achieve regulatory compliance.

1.12.2. The Contractor must provide personal protective equipment specific to tasks for personnel on the jobsite.

1.12.3. The Contractor must be aware of and participate in the NHH procedures for natural disasters, fire and emergency situations, including safe locations, exit routes, and methods for accounting for employees.

1.13. Confidentiality

1.13.1. The Contractor must ensure all Contractor personnel assigned to work onsite on NHH premises complete:

1.13.1.1. Appendix A, NHH's Statement of Confidentiality, prior to starting work onsite.

1.13.1.2. A 30-minute orientation regarding workplace safety, patient confidentiality, and boundaries.

1.14. Reporting

1.14.1. The Contractor shall submit a report to the Department at the end of each working day on site at New Hampshire Hospital buildings with a

list of work completed in accordance with the NHH Fire/Smoke Barrier Penetration Permit Policy that includes:

1.14.2. General location of work, using a location description provided by the Department;

1.14.3. Materials used to complete the work;

1.14.4. Approximate size of installations and repairs measured in square inches;

1.14.5. Type of barrier where work was required, such as:

1.14.5.1. Above ceiling;

1.14.5.2. Through ceiling;

1.14.5.3. Through wall;

1.14.5.4. Through floor; and

1.14.5.5. Other (with description.)

1.15. Background Checks

1.15.1. Prior to permitting any individual to provide services under this Agreement, the Contractor must ensure that said individual has undergone:

1.15.1.1. A criminal background check, at the Contractor's expense, and has no convictions for crimes that represent evidence of behavior that could endanger individuals served under this Agreement; and

1.15.1.2. A name search of the Department's Bureau of Adult and Services (BAAS) State Registry, pursuant to RSA 161-F:49, with results indicating no evidence of behavior that could endanger individuals served under this Agreement.

2. Additional Terms

2.1. Impacts Resulting from Court Orders or Legislative Changes

2.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

3. Records

3.1. The Contractor must keep records that include, but are not limited to:

3.1.1. Books, records, documents and other electronic or physical data

evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.

3.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

3.2. During the term of this Agreement and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives must have access to all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.

3.3. If, upon further review, the Department must disallow any expenses claimed by the Contractor as costs hereunder, the Department retains the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

New Hampshire Department of Health and Human Services
Fire Barrier Access Door and Preventative Maintenance Project
EXHIBIT C

Payment Terms

1. This Agreement is funded by:
   1.1. 100% Other funds (include specific information on source of Other funds if available Disproportionate Share Hospital Revenue Funding).
2. For the purposes of this Agreement the Department has identified:
   2.1. The Contractor as a Contractor, based on criteria specified in 2 CFR 200.331.
   2.2. The Indirect Cost Rate for this Agreement as 0%.
3. Payment for services provided in the fulfillment of this Agreement shall be made at the flat, fixed all-inclusive rate of $16,248.00 for services provided in the fulfillment of this Agreement, as specified in Exhibit B Scope of Work.
4. The Contractor shall submit one (1) invoice to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were completed. The Contractor shall ensure the invoice:
   4.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
   4.2. Is submitted in a format as provided by or otherwise acceptable to the Department.
   4.3. Identifies and requests payment in accordance with Section 3 above.
   4.4. Includes supporting documentation as requiested, including documentation of work completed.
   4.5. Is completed, dated and returned to the Department to initiate payment.
   4.6. Is assigned an electronic signature and is emailed to NHHFinancialServices@dhhs.nh.gov or mailed to:

   Financial Services AP
   NH Hospital – Financial Services
   Philbrook Building
   121 South Fruit St.
   Concord, NH 03301
5. The Department shall make payments to the Contractor within thirty (30) calendar days only upon receipt and approval of the submitted invoice and any required supporting documentation.
6. The final invoice and any required supporting documentation shall be due to the Department no later than forty (40) calendar days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

Initial
Contractor Initials PG
Date 2/14/2025

7. Audits

7.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

7.1.1. Condition A - The Contractor is subject to a Single Audit pursuant to 2 CFR 200.501 Audit Requirements.

7.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b.

7.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

7.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

7.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.

7.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

7.4. The Contractor, regardless of the funding source and/or whether Conditions A, B, or C exist, may be required to submit annual financial audits performed by an independent CPA upon request by the Department.

7.5. In addition to, and not in any way in limitation of obligations of the Agreement, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Agreement to which exception has been taken, or which have been disallowed because of such an exception, within sixty (60) days.

Appendix A

I understand that each patient/resident at New Hampshire Hospital has a right to confidentiality and to the privacy about their clinical information including the fact that the patient is living at New Hampshire Hospital.

I understand that any information, spoken or in writing, that identifies or potentially identifies, or is about a patient/resident may be shared among individuals who need to know the information as it is necessary for the patient/resident's treatment or course of professional education.

I understand that patient information must be kept secure at all times and may not be placed in or recorded by a personal electronic hardware or software and shall be protected from any potential breach or exposure to a person or device that not authorized to see, read, or have the information.

I understand that while I am at New Hampshire Hospital, these duties to protect the confidentiality of patient information apply to me.

I understand that I must complete an annual privacy, security and confidentiality training as required by my employer.

I understand that under no circumstance may patient information be shared unless an authorization is given by the patient/resident or the patient/resident's legal representative, or when there is a clear medical emergency.

I understand that when I am working at New Hampshire Hospital, I might:

- Unintentionally see or overhear confidential health information, or personal information about a patient/resident, or
- Recognize a patient/resident when I am at New Hampshire Hospital working.

I understand that any violation of patient confidentiality is a serious offense, may violate the federal Health Insurance Portability and Accountability act of 1996 (Public Law 104-191)(HIPAA), and may be grounds for legal action, breach of contract, or termination of the business relationship.

I agree that I will keep confidential and patient/resident information that I see or overhear.
I agree I will not talk about any patient/resident I might recognize, including the fact that patient resides at New Hampshire Hospital.

I agree I will keep any confidential information accidentally, or unintentionally learned to myself even after I complete my work at New Hampshire Hospital.

I, _____

Signed name

Printed Name

have read, understand and agree to follow the statements above, and have had an opportunity to ask and receive further information about any questions I have asked.

Contractor Initials _____

Date _____

N.H. HOSPITAL POLICY & PROCEDURE	Section: SAFETY MANAGEMENT	Page 1 of 2
Originator: Title/Int. Healthcare Safety Officer	Title: Fire/Smoke Barrier Penetration Permit	Effective Date: 9/27/23
Approved by: Chief Executive Officer:	Date:	

I. POLICY STATEMENT:

Permits are required for the creation of any through-penetrations in any ceiling, floor, wall, or building assembly, and installation of any equipment above ceilings, in closets, or other utility areas. Any fire or smoke rated barrier-- including walls, ceilings, building assemblies, or floor space-- that is to be penetrated by wires, electrical lines, cables, conduits, pipes, ducts, or structural items, requires a permit to document location and method for sealing the penetration.

The Director of Facilities/designee shall be responsible for overseeing the management of all building spaces, issuing permits, controlling penetrations, and ensuring that penetrated spaces are appropriately sealed after penetration.

II. PURPOSE:

The purpose of this policy is to provide a safe environment for patients, staff and visitors of New Hampshire Hospital. This policy also serves to maintain compliance, as this is an NFPA Life Safety Code 101, NFPA 70 National Electrical Code requirement and a Joint Commission requirement.

III. DEFINITIONS:

A. Penetration:
   1. Any hole, void, or cavity created to allow a pathway for wires, electrical lines, cables, conduits, pipes, ducts, or structural items in vertical or horizontal walls, partitions, or building assemblies.

B. Firestopping:
   1. Material or combination of materials used to maintain integrity of fire or smoke rated construction by maintaining an effective barrier against the spread of flame, smoke, and/or hot gases through penetrations in fire rated or smoke rated wall and floor assemblies.

C. Above Ceiling Space:
   1. Any wall, area or space that is above a solid or suspended ceiling. These are often referred to as overhead, plenum, or interstitial spaces.

D. Fire rated and/or Smoke rated Walls, Barriers, Partitions, and Building Assemblies:
   1. Fire walls, barriers, and partitions are constructed to meet specific fire resistance ratings to prevent the spread of fire throughout the building. Fire walls, barriers, and partitions must also be constructed to prevent the spread of smoke throughout the building. Fire walls and barriers are built from the floor to the underside of the floor or roof above.
   2. Smoke barriers, and partitions are constructed to prevent the spread of smoke throughout the building, and are also required to have a fire resistance rating that may be less than fire walls, barriers, and partitions. Smoke barriers and partitions are typically built from the floor to the underside of the floor or roof above, but may also terminate at the ceiling in some cases.

E. Utility Areas:
   1. Electrical closets, chases and mechanical equipment areas that are not for general occupancy, that enclose equipment, and that may present a hazard for smoke generation or smoke dispersal, and are generally surrounded by fire walls, barriers, or partitions.

F. Hazardous Area:
   1. An area of a structure or building that poses a degree of hazard greater than that normal to the general occupancy of the building or structure, such as areas used for the storage or use of combustibles, flammables, toxic, noxious, corrosive materials or heat-producing appliances.

G. UL listed firestop products and UL listed firestop systems:
   1. UL listed firestop products are manufactured specifically for sealing of penetrations in fire and smoke walls, barriers, partitions, floors, and ceilings. The product has been evaluated, tested, and listed by Underwriters Laboratories.
   2. UL listed firestop systems are designs for the correct use of firestop products in a specific wall, floor, or ceiling application. The system design has been evaluated, tested, and listed by Underwriters Laboratories.

IV. PROCEDURE:

A. Any person, including contractors, vendors, personnel from other State of New Hampshire agencies, and New Hampshire Hospital employees, such as Facilities staff, performing work that will create a through-penetration in a fire and/or smoke rated barrier within the confines of New Hampshire Hospital buildings must obtain a Fire/Smoke Barrier Penetration Permit from the Healthcare Safety Officer or the Facilities Office.

1. The permit must be completed prior to initiation of the project..
   a. The person or persons responsible for the permit must have completed the NHH Safety and Infection Prevention Orientation training program.
   b. The area of the building where the work will be performed must be inspected by the Healthcare Safety Officer or Facilities staff to determine possible safety or infection prevention issues, and the presence of fire rated or smoke rated walls, barriers, or partitions, prior to issuing the permit.
   c. A list or site map of the location of penetrations and the pathway for wiring, conduit, etc… will be noted on or attached to the permit. The nearest door number will denote locations.
   d. A copy of the permit must be prominently displayed at the project work site.

2. The Healthcare Safety Officer, Director of Facilities, or designee shall be responsible for authorizing such requests by signing the permit.

3. The permit shall not be closed out (completed) until there has been an inspection of the penetrated area(s) and the closure/sealing/treatment of the opening has been approved by the Director of Facilities/designee. Firestopping that does not pass inspection shall be repaired by the permit holder at no cost to NHH.
   a. The Healthcare Safety Officer, the Facilities Director, or Designee shall be notified by the vendor when the work is completed prior to the start of any finishing work that could hide, disguise, or prevent viewing of the firestop.

4. The Director of Facilities shall keep the permit on file for a three-year period.

B. Each penetration in a fire/smoke barrier must be installed per manufacturer's instructions for installation and labeled with the following information:
   a. Installer's name, company address, and phone number
   b. UL-listed system designation
   c. Hourly rating to be achieved
   d. Date of Installation.
   e. Penetration firestop system manufacturer's name.

C. New Hampshire Hospital requires the use of Hilti fire-stop products and systems for consistency throughout the building. Hilti products and systems to be used for penetration sealing must be shown on the permit. Spray foam, sheetrock mud, spackle, or other non-UL listed fire-stop products are not acceptable.

V. PROGRAM EVALUATION:

The Penetration Permits issued shall be reviewed monthly for procedure compliance and to identify system problems. The Director of Facilities/designee shall be responsible for summarizing and presenting this information to the Safety Committee on a bi-monthly basis. The Penetration Permit Program shall be modified based upon identified opportunities for improvement.

A signed copy of the policy is on file in Administration.

Revised: (10/17/06, 10/18/06, 10/25/06, 12/30/09, 7/30/13 jno, Final Version 8/08/13 jno, 7/12/16, 10/12/20, 9/25/23)

dhd/penetration permit 9-25-23

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 NORTH PEAK CONSTRUCTION AND CONTRACTING LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on August 22, 2024. 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: **970532**

Certificate Number: **0006991545**

IN TESTIMONY WHEREOF,

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

David M. Scanlan

Secretary of State

CERTIFICATE OF AUTHORITY

I, Laurel Guimond, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of North Peak Construction and Contracting LLC
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on 2/11 February 11, 2025, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Parker Guimond (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of North Peak Construction to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. 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/contract amendment to which this certificate is attached. This authority was **valid thirty (30) days prior to and remains valid for thirty (30)** days from the date of this Certificate of Authority. 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: 2/11/2025

Laurel Guimond
Signature of Elected Officer
Name: Laurel Guimond
Title: CFO

Docusign Envelope ID: F442DD6A-B28B-4A09-A9FC-BD3803F7D598

NORTPEA-01 LLOYDS1

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/6/2025

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

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

PRODUCER	CONTACT NAME: Shelby Lloyd	
The Davis Agency, LLC 24 Warren Street Concord, NH 03301	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS: shelby@thedavisagency.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Acadia Insurance Company	31325
INSURED	INSURER B : Travelers Insurance	
North Peak Construction and Contracting LLC PO Box 1146 Concord, NH 03301	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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	X COMMERCIAL GENERAL LIABILITY			ADV5613650-10	9/19/2024	9/19/2025	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY [X] PRO-JECT [X] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			ADV5613650-10	9/19/2024	9/19/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB [X] OCCUR			ADV5613650-10	9/19/2024	9/19/2025	EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 1,000,000
	DED [X] RETENTION $ 0							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			6ZZUB1W16253724	9/19/2024	9/19/2025	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [Y]	N/A					E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							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)
**Workers Compensation: 3A States - NH. Officers/Members Excluded: Parker Guimond.

RE: Various work throughout the policy term.

CERTIFICATE HOLDER

State of NH
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301-3857

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