



State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

25 Capitol Street

Concord, New Hampshire 03301

(603) 271-3201 | Office@das.nh.gov

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JAN 07 2026

Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

November 19, 2025

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

REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a contract (Contract #8003770) with Four Brothers Environmental, LLC (VC# 486918), Greenland, NH, for hazardous material testing services in an amount up to and not to exceed \$6,098,899.22 with the option to extend for up to an additional two years, effective upon the Governor and Executive Council approval for the period April 1, 2026, through March 31, 2031.

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

EXPLANATION

The Department of Administrative Services, through the Bureau of Purchase and Property, issued request for bid (RFB) 3080-26 for hazardous material testing services on September 17, 2025, with responses due on October 10, 2025, to replace the expiring contract (8003195). The RFB reached 46 vendors with 4 compliant responses received. The award criteria is based on the lowest priced hourly rates and lowest priced lab costs. The contracts requested will be awarded to the following lowest bidders and to ensure coverage across the entire state.

SLR International Corporation	Four Brothers Environmental	RPF Environmental Testing & Consulting Services
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Upon approval this contract will provide hazardous material testing services to accommodate the safe continued use of buildings owned and operated by the State. The requested price limitation of \$6,098,899.22 will cover the full term of the contract and is calculated from actual expenditures in business intelligence reports providing an accurate estimation of spend. Additionally, all departments were solicited prior to bidding in order to determine any future needs which are also included in the estimated spend.

Contract financials	
Estimated annual spend	\$1,060,678.13
Term spend (5-years)	\$5,303,390.63
Add contingency for unknown projects	\$795,508.59
Price Limitation	\$6,098,899.22

The requested multi award contract structure allows for a broad list of product availability and maintains the State's competitive advantage through the execution of a request for quote to all contractors prior to the issuance of a purchase order.

The Department of Administrative Services has determined that the vendor is in good standing with the Secretary of State's Office, has secured the required levels of insurance, and has provided evidence of authority to execute and be bound by the contract. Documents supporting these assertions are available at the agency, for review upon request.

Based on the foregoing, I am respectfully recommending approval of the contract amendment with \$6,098,899.22.

Respectfully submitted,



Charles M. Arlinghaus
Commissioner



Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
(603) 271-2201

RFB Bid Summary

Bid Description	Hazardous Material Testing Services	Agency	Statewide
RFB#	3080-26	Requisition#	N/A
Agent Name	Jonah Rosa	Bid Closing	10/10/2025 at 11:00 am

Indicates Award:

Estimated Number of Hours Annually	UOM	Product Description	SLR International Corporation		Four Brothers Environmental		RPF Environmental Testing & Consulting Services		Atlas Technical Consultants LLC		Expiring Contract	
			Unit Cost (hourly rate)	Extended Cost	Unit Cost (hourly rate)	Extended Cost	Unit Cost (hourly rate)	Extended Cost	Unit Cost (hourly rate)	Extended Cost	Unit Cost (hourly rate)	Extended Cost
2,908	Hour	Inspector	\$115.00	\$334,434.38	\$85.00	\$247,190.63	\$95.00	\$276,271.88	\$95.00	\$276,271.88	\$110.00	\$319,893.75
7,442	Hour	Project Monitor	\$50.00	\$372,093.75	\$85.00	\$632,559.38	\$95.00	\$706,978.13	\$90.00	\$669,768.75	\$50.00	\$372,093.75
1,581	Hour	Designer/manager planner	\$145.00	\$229,190.63	\$100.00	\$158,062.50	\$95.00	\$150,159.38	\$155.00	\$244,996.88	\$140.00	\$221,287.50
107	Hour	Certified industrial hygenist	\$0.00	\$0.00	\$135.00	\$14,428.13	\$95.00	\$10,153.13	\$200.00	\$21,375.00	\$0.01	\$1.07
56	Hour	NH licensed lead assessor	\$0.00	\$0.00	\$150.00	\$8,437.50	\$95.00	\$5,343.75	\$230.00	\$12,937.50	\$0.01	\$0.56
Sub Total				\$935,718.75		\$1,060,678.13		\$1,148,906.25		\$1,225,350.00		\$913,276.63

	SLR International Corporation	Four Brothers Environmental	RPF Environmental Testing & Consulting Services	Expiring Contract (8003195)	
Estimated annual spend	\$935,718.75	\$1,060,678.13	\$1,148,906.25	Annual spend	\$913,276.63
Estimated term spend	\$4,678,593.75	\$5,303,390.63	\$5,744,531.25	Term spend	\$4,566,383.16
Add allowance for balance of product line	\$701,789.06	\$795,508.59	\$861,679.69	Cost increase	\$112,210.59
Recommended price limitation	\$5,380,382.81	\$6,098,899.22	\$6,606,210.94	Delta: new vs. expiring	2%

Recommendation Summary	
Statewide Contract or Amendment	Statewide Contract
Term of Contract	5 years with option to extend for 2 years
Price Limitation	\$5,380,382.81
Number of Compliant Solicitations Received	5
Number of Sourced bidders	21
Number of NIGP Vendors Sourced	25
Number of non-responsive bidders	41
P-37 Checklist Complete	Yes
D&B Report On File	Yes
Confirmed Vendor is not debarred or suspended	Vendor is not debarred of suspended
Method of Payment (P-card/ACH)	P-card and ACH
FOB Delivered	Yes
Expiring Contract Price Limitation	\$4,566,383.16
Total Cost Increase (\$/%)	\$112,210.59 2%
Special Notes:	

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 Purchase and Property		1.2 State Agency Address 25 Capitol Street Concord, NH 03301	
1.3 Contractor Name Four Brothers Environmental, LLC		1.4 Contractor Address 9 Alden Avenue Greenland, NH 03840	
1.5 Contractor Phone Number (603) 203-6235	1.6 Account Unit and Class Various	1.7 Completion Date 3/31/2031	1.8 Price Limitation \$6,098,899.22
1.9 Contracting Officer for State Agency Gary Lunetta, Director		1.10 State Agency Telephone Number (603) 271-2550	
1.11 Contractor Signature  Date: 11/5/25		1.12 Name and Title of Contractor Signatory Jeremy Boucher / President	
1.13 State Agency Signature  Date: 12-1-25		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: 12/7/25			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, 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

There are no special provisions of this contract.

Contractor Initials FB

Date 11/5/25

EXHIBIT B - SCOPE OF SERVICES

1. INTRODUCTION:

- 1.1. Four Brothers Environmental, LLC (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with Hazardous Material Testing Services in accordance with the bid submission in response to State Request for Bid 3080-26 and as described herein.

2. CONTRACT DOCUMENTS:

- 2.1. This Contract consists of the following documents ("Contract Documents"):
 - 2.1.1. State of New Hampshire Terms and Conditions, General Provisions Form P-37
 - 2.1.2. EXHIBIT A Special Provisions
 - 2.1.3. EXHIBIT B Scope of Services
 - 2.1.4. EXHIBIT C Method of Payment
 - 2.1.5. APPENDIX A Price List
- 2.2. In the event of any conflict among the terms or provisions of the documents listed above, the following order of priority shall indicate which documents control: (2.1.1.), Form Number P-37 as modified by EXHIBIT A "Special Provisions, (2.1.3.) EXHIBIT B "Scope of Services," (2.1.4.) EXHIBIT C "Method of Payment", and (2.1.5.) Appendix A "Price List".

3. TERM OF CONTRACT:

- 3.1. The term of the contract shall commence on April 1, 2026, or upon approval of the Governor and Executive Council, whichever is later, through March 31, 2031, a period of approximately five (5) years.
- 3.2. The contract may be extended for up to an additional two (2) years thereafter under the same terms, conditions, and pricing structure upon the mutual agreement between the Contractor and the State with the approval of the Governor and Executive Council.
- 3.3. The maximum term of the Contract (including all extensions) cannot exceed seven (7) years.

4. SCOPE OF WORK:

- 4.1. Contractor shall supply all labor, tools, transportation, materials, equipment and permits as necessary and required to perform hazardous material testing services as described herein.
- 4.2. Contractor shall provide material safety data sheets with the delivery of any and all products covered by RSA 277-A, the "Worker's Right to Know Act."
- 4.3. The Contractor must be licensed to work in the State of New Hampshire, have a minimum of three (3) years of verifiable commercial experience.
- 4.4. The Contractor shall perform the following for initial building and site inspections regarding the presence of asbestos or suspected asbestos that would result in NESHAP guidelines for monitoring services
 - 4.4.1. The Contractor shall furnish all labor, supervision, material, equipment, insurances, permits, construction tools, and equipment necessary to perform an inspection of properties, buildings, and other structures for suspected asbestos-containing material (ACM) and/or lead containing materials.
 - 4.4.2. The asbestos inspection and sampling shall be conducted according to AHERA guidelines (40 CFR Part 763) and 29 CRF Part 1926.1101 (OSHA). The asbestos inspection shall be performed by a State of New Hampshire Licensed Inspector.
 - 4.4.3. The lead inspection and sampling shall be conducted by a New Hampshire Certified Lead Inspector or New Hampshire Certified Lead Risk Assessor for all residential sites and child-occupied (<6 years of age) facilities. The lead inspection and sampling in non-residential sites and non-child occupied facilities shall be conducted by inspectors having undergone manufacturer's training for portable X-ray fluorescence (XRF) analyzer equipment, paint chips or other as needed and to be utilized and supervised by a Certified Industrial Hygienist. The scope of lead and asbestos inspections will be determined based on each project request and intent pursuant to all applicable State and federal requirements (including but not limited to Title 29 Code of Federal Regulations 1926.62).

- 4.4.4. **Work Product:** As a result of the inspections and sampling, an AHERA style report for each building or property surveyed shall be submitted. The report shall include scope of survey, survey procedures and observations, analytical methods, summary of results for asbestos containing materials (ACM) and/or lead, estimated quantities and condition of ACM/Lead, marked up floor plans or sketch provided by consultant for the building showing where the samples were taken, chain of custody for the samples taken and test results on laboratory letterhead.
- 4.4.5. Contractor shall provide a New Hampshire licensed Asbestos Designer to recommend the options for abatement response actions, budget estimates, bid assistance, work plan/specification development, and abatement monitoring and inspection services.
- 4.5. The Contractor shall perform the following for abatement monitoring projects:
- 4.5.1. Abatement monitoring and inspections services for asbestos shall include at a minimum: that monitoring to be conducted by a certified asbestos project monitor, baseline air testing, ambient area air testing during the abatement, air clearance testing following abatement, PCM air sample analysis by New Hampshire licensed laboratory, inspections of abatement Contractor work, checklist review of abatement, and Contractor submittals documents and final project reporting.
- 4.5.2. Abatement monitoring and inspections services for lead shall include at a minimum be conducted by a competent person, baseline dust sampling, ambient area air testing during abatement, lead dust wipe sampling by a New Hampshire licensed lead risk assessor following lead removal work If applicable), analysis of lead air and dust samples by a New Hampshire licensed laboratory, inspections of abatement contractor work, checklist review of abatement contractor submittals documents, and final project reporting.
- 4.6. SUBMITTALS FOR REVIEW:
- 4.6.1. Submit schedule of inspections for review and approval by the state appointed Project Supervisor when/if known.
- 4.6.2. Submit certifications of the inspectors and assessors to be utilized for the work of the project for review and approval by the state appointed Project Supervisor.
- 4.7. REGULATORY REQUIREMENTS:
- 4.7.1. Conform to applicable BOCA Building, Electrical and Plumbing Codes, OSHA, EPA, NESHAPS, NHDES, and NHDHHS for regulations related to execution of the work governing material handling, safety procedures related to sampling and testing. Provide control methods appropriate for the work and in compliance with regulations for sampling of materials containing hazardous substances.
- 4.7.2. Obtain required permits for testing and monitoring from local, state, and federal authorities as required by regulations.
- 4.7.3. Do not close or obstruct egress width to any building or site exit.
- 4.8. SCHEDULING:
- 4.8.1. Perform Work of this contract at times to be scheduled with the concurrence of the state appointed Project Supervisor.
- 4.8.2. Survey work in OCCUPIED AND UNOCCUPIED areas shall be arranged with the state appointed Project Supervisor. The Building Owners reserve the right to restrict the times at which the surveys may be performed. The state reserves the right to have inspections outside of the set of 7:30 PM to 4:00 PM time frame to best serve state's business operations.
- 4.9. PROJECT CONDITIONS:
- 4.9.1. **Security:** All of the Contractor's employees, subcontractors, or other related personnel who will physically be required to work in the buildings may be required to provide official government identification such as a driver's license for security check. The state appointed Project Supervisor shall approve all personnel.
- 4.9.2. **Non-Damage to the Work Site.** Sampling for asbestos and/or lead containing material shall be performed with minimal damage to the building, including, though not limited to structural members,

ceilings, walls, windows, conduits, louvers, stairs, pipes, duct work, insulation, light fixtures, pavements, sprinklers, heat and smoke sensors, and building grounds.

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

4.10. FINAL REPORT FOR ABATEMENT:

- 4.10.1. The Final Report should include the following sections. The State has the right review draft of final report prior to final submittal.
- 4.10.2. INTRODUCTION: Narrative of the scope of work with description of the services that the Contractor conducted. Including a sketch/table of what was abated by location, material quantity and method of abatement.
- 4.10.3. METHODOLOGY: Description on how sampling was conducted.
- 4.10.4. PROJECT OVERVIEW: Brief narrative of chronological issues that would include prepping, sensitive issues, regulatory visitors, discussion of abatement test and inspection results, achievement of schedule or delays, injuries, and correction of deficiencies, example pictures
- 4.10.5. ANALYTICAL RESULTS: Results of air sampling on laboratory letterhead with who reviews the laboratory analytical result and authorized signature.
- 4.10.6. FIELD SHEETS: Completed daily field data sheets, abatement check off lists and chronological detailed field notes in a weekly manner.

4.11. ACM and LEAD TESTING AND MONITORING PERSONNEL QUALIFICATION REQUIREMENTS:

- 4.11.1. General: All personnel performing work for the State of New Hampshire shall meet all State of New Hampshire Revised Statutes concerning asbestos management, control and abatement including Chapter 141-E and NH Administrative Rule Env-A 1800 requirements for Licenses and Certification for Asbestos Professionals and US EPA ASHARA accreditation requirements.
 - 4.11.2. The Contractor shall employ a full-time industrial hygienist, certified by the Board of American Industrial Hygiene (CIH), for review and supervision of all testing, analysis, recommendations and reporting.
 - 4.11.3. Asbestos: The Contractor shall employ a NH certified asbestos management planner and/or NH-certified asbestos project designer that is experienced preparing abatement specifications and developing asbestos operations and maintenance programs and management plans.
 - 4.11.4. The Contractor shall be experienced and certified to provide asbestos training (upon request) consisting of 2-hour asbestos training for maintenance staff and construction personnel accordance with NH Administrative Rule Env-A 1800, 29 CFR Part 1926.1101 and 40 CFR Part 763.
 - 4.11.5. Lead: licensed by NH Bureau of Radiological Health for Radioactive Source.
 - 4.11.6. NH Bureau of Radiological Health License will be required for compliance of this contract.
- 4.12. The Contractor will establish records of analytical proficiency in air sampling and analysis and bulk sampling and analysis as follows:
- 4.12.1. A laboratory presently accredited by the American Industrial Hygiene Association (AIHA) for asbestos or;
 - 4.12.2. An analyst presently listed in the AIHA Asbestos Analysis Registry or;
 - 4.12.3. A person who has successfully completed NIOSH course # 582 Sampling and Evaluating Airborne Asbestos and whose in-house laboratory shows a minimum of two (2) years evidence of proficient ratings in the Proficiency Analytical Testing Program (PAT Program); and

- 4.12.4. The asbestos bulk material analysis laboratory shall show evidence of proficiency rating in the National Voluntary Laboratory Accreditation Program (NVLAP) - List of Accreditation Polarized Light Microscopy Laboratories and;
- 4.12.5. The analysis of bulk samples shall be performed by or under the supervision of an analyst who has successfully completed an asbestos analysis course by McCrone Research Institute, or an equivalent course as recognized as industry standard and/or National Institute of Standards and Technology's (NIST) National Voluntary Laboratory Accreditation Program (NVLAP).
- 4.13. The Contractor shall submit documentation for the following personnel that are employed directly (or sub-contractor) and provide names, copies of all licensing and certification, and demonstrate at least three (3) years of experience performing each of the below certified tasks:
- 4.13.1. NH certified asbestos inspector(s)
- 4.13.2. NH certified asbestos abatement project designer
- 4.13.3. Asbestos project monitors trained/accredited pursuant to EPA 40 CFR Part 763 MAP requirements
- 4.13.4. NIOSH 582 trained, PAT proficient asbestos air analysts for performing same day on-site analysis at abatement sites
- 4.13.5. NH Asbestos Disposal Site (ADS) certified individuals and a NH Entity Certification for ADS Contractor is required for any work areas that will result in any disturbing soils.
- 4.13.6. ABIH certified industrial hygienist
- 4.13.7. NH certified asbestos management planner
- 4.13.8. NH Certified Leas Risk Assessor
- 4.13.9. NH Bureau of Radiological Health certificate for XRF radioactive source, if applicable or other means may be used
- 4.13.10. Certify that all of the above are full time employees of the Contractor (or sub-contractor)
- 4.14. ADDITIONAL DESCRIPTION OF DUTIES, RESPONSIBILITIES AND GUIDELINES FOR ASBESTOS AND LEAD TESTING AND MONITORING PERSONNEL:
- 4.14.1. INSPECTOR: DUTIES AND RESPONSIBILITIES: If required, review previous facility documentation including laboratory sample results of Identified Hazardous Building Materials (i.e. ACM, Lead Based Paint, PCB containing materials, Mercury Containing Products and other hazardous materials (OHMs)).
- 4.14.1.1. Only Perform visual inspection to identify, document or inventory materials suspected of containing asbestos (and other potential HBMs), lead paint, materials suspected to contain PCBs, and any other OHMs if State requests for specific pricing.
- 4.14.1.2. Conduct on-site lead paint inspection using portable x-ray fluorescence detection equipment or other means (non-destructive).
- 4.14.1.3. Supply reports on impact of Scope of Work (SOW). To include an estimate of the number of samples for asbestos and/or lead to be collected during the survey and a cost for those samples in accordance with the submitted rate and turnaround time (TAT) schedule.
- 4.14.1.4. Evaluate conditions and accessibility of materials containing asbestos and lead.
- 4.14.1.5. Perform other duties as required.
- 4.14.2. INSPECTOR GUIDELINES:
- 4.14.2.1. An Asbestos Inspector certified by the State of New Hampshire (provide certification number) shall be assigned to an individual project/work order unless otherwise approved in writing by the state appointed Project Supervisor.
- 4.14.2.2. Bulk sampling - The asbestos inspection and sampling shall be conducted according to AHERA guidelines (40 CFR Part 763). The asbestos inspection shall be performed by a State of New Hampshire Certified Asbestos Inspector. Samples for analysis shall be performed using polarized light microscopy (PLM) by an NVLAP-certified laboratory.

The Stop at First Positive (SFP) method that includes the required number of samples for compliance with AHERA but allows the analyst the ability to stop the analysis of the remaining samples if the first sample of a group tests positive shall be used as deemed sufficient by the inspector. The Inspector shall notify the State appointed Project Supervisor if SFP method is used and recommendations for further testing as may be applicable. Friable Materials, Non-friable materials, multi-layer surfacing materials, resilient flooring and Mastic, shall be tested by the method that will provide the most accurate sample assessment. For sample extraction, remove only the number of materials necessary for accomplishment of the survey work required under this contract.

- 4.14.2.3. Building and Property Inspections - Provide building, facility and property inspections prior to renovation or demolition activities in accordance with OSHA, EPA NESHAP and NH Asbestos Management and Control Rules, Env-A 1800 requirements.
 - 4.14.2.4. Provide site characterization and reporting for known or potential Asbestos Disposal Sites using certified inspector and certified ADS personnel, as per NH Admn. Rules Env-Sw 2100 and reference in Env-A 1800 and Env-Sw 900 as it applies to NH Inactive AD sites.
 - 4.14.2.5. XRF testing shall be sufficient to meet the intended scope of the specific project, ranging from NH Risk Assessments in residential and child occupied settings, to preliminary screening for lead paint, and screening to determine potential lead hazardous waste (and to provide recommendations for lead TCLP waste stream testing).
- 4.14.3. PROJECT MONITOR DUTIES AND RESPONSIBILITIES:
- 4.14.3.1. Attend preconstruction conference with State and Abatement Contractor prior to start of work.
 - 4.14.3.2. Conduct baseline testing for asbestos and lead as reviewed with State for project.
 - 4.14.3.3. Assure and monitor abatement contractor activities inside and outside the regulated areas and perform final clearance. Please note if subcontractor is disturbing material in a manner would cause a fiber release.
 - 4.14.3.4. Conduct ambient area air sampling using PCM for asbestos in accordance with NIOSH Method 7400 for asbestos work and, if lead is involved, AA laboratory analysis of ambient air samples and monitoring for lead.
 - 4.14.3.5. Conduct final visual of the regulated work area, and air clearance testing for asbestos prior to re-occupancy. If lead is impacted, conduct visual inspection and surface dust testing as requested by State for project.
 - 4.14.3.6. If needed and as reviewed with State, conduct additional air or material testing, including but not limited to TEM analysis, based on project and site conditions.
 - 4.14.3.7. Perform other duties as required.
- 4.14.4. PROJECT MONITOR GUIDELINES:
- 4.14.4.1. Proficient in speaking and writing in English.
 - 4.14.4.2. Complete base line air samples before work begins to document base line readings.
 - 4.14.4.3. Complete air samples in surrounding areas to ensure that asbestos abatement activity is being done correctly and safely.
 - 4.14.4.4. Have the ability to read and understand construction documents.
 - 4.14.4.5. Prepare for signature relevant forms or plans as required by regulatory agencies as well as internal state forms, including scope of work documents.
 - 4.14.4.6. Provide project monitoring for the duration of the abatement.
 - 4.14.4.7. Re-occupancy clearance sampling (PCM analysis) provide laboratory analysis of each sample by Phase Contrast Microscopy to determine successful completion of abatement in accordance with standard clearance criteria (per project specific).

- 4.14.4.8. Re-occupancy clearance sampling (TEM analysis) provide laboratory analysis of each sample to determine successful completion of abatement in accordance with standard clearance criteria. If TEM analysis cannot meet the re-occupancy criteria, no further remaining samples are to be conducted until the area has been re-cleaned by the abatement Contractor (per project specific).
- 4.14.4.9. Immediately upon receipt of favorable re-occupancy clearance test results, the Project Monitor shall submit in writing to the state appointed Project Supervisor, documentation that states the area has successfully achieved the re-occupancy clearance requirements. A copy of the test results is to be attached to the documentation.
- 4.14.5. LABORATORY:
 - 4.14.5.1. Provide analytical services in the turnaround time as stated in the schedule of rates herein.
 - 4.14.5.2. Provide report with results on laboratory letterhead and signed off by appropriate, responsible personnel.
 - 4.14.5.3. Provide report with copy of the "Chain of Custody" with applicable data provided.
 - 4.14.5.4. Maintain all accreditations, state and jurisdiction license requirements.
 - 4.14.5.5. Provide evidence of accreditations as listed previously in this document.
- 4.14.6. ABATEMENT PROJECT DESIGNER & MANAGEMENT PLANNER:
 - 4.14.6.1. Provide review and recommendations for proper abatement options and design.
 - 4.14.6.2. Provide review of inspection reports and hazard assessment. Prepare asbestos operations and maintenance programs and asbestos management plans based on requirements set forth in 40 CFR Part 763.
 - 4.14.6.3. Chair and run design, construction (pre, during, post) meetings and when required, state employee information meetings. Prepare and distribute minutes of all meetings as well as interface with regulatory agencies, the state appointed Project Supervisor, State Engineers, Management and Field Personnel
 - 4.14.6.4. Develop scope of work and prepare quotation/bid documents for the State of New Hampshire's approved asbestos abatement contractors. Provide review of abatement contractor plans and submittal documentation.
 - 4.14.6.5. If applicable, all reports, procedure manuals and other documents published by the Contractor shall contain a credit reference to the State and Federal Highway Administration (FHWA) such as "prepared for the State in cooperation with the United States Department of Transportation (USDOT), Federal Highway Administration" for projects completed for NHDOT. In addition, the above documents shall contain a disclaimer statement similar to "The Contents of this document reflect the views of the author, who is responsible for the facts and accuracy of the data presented herein. The contents do not necessarily reflect the official view or policies of the State or the FHWA Highway Administration. This document does not constitute a standard specification or regulation".
- 4.15. Asbestos Abatement/Hazardous and Regulated Material Investigative Survey and Abatement and/or lead Inspection Services:
 - 4.15.1. The Contractor agrees to provide Asbestos Abatement/Hazardous and Regulated Material Investigative Survey and Abatement and/or lead Inspection Services. For the purpose of this contract, "Contractor" refers to the Asbestos Abatement/Lead Hazardous and Regulated Material Investigative Survey and Abatement Inspection Contractor, as described below:
 - 4.15.1.1. The Contractor shall perform preliminary site examinations to sample and quantify suspect Asbestos-Containing Building Materials and Lead-based paint (LBP). Visually identify and quantify other hazardous or regulated wastes (e.g. Mercury switches, PCB ballasts, paint, solvents, acids, fuel, waste oil and insecticides) within the structure(s) on the site or parcel. Assume responsibility as an Agent of the state to oversee and sign the Waste shipment

Record (WSR) and Hazardous Waste Manifest documents as well as submitting copies to the appropriate NHDOT representative (if applicable). Inspection reports, preparation of abatement plan and scope of work for an asbestos removal and/or LBP/Hazardous Waste contract, inspection of asbestos removal, and certification that appropriate environmental agencies and compliance with appropriate environmental regulations shall be part of this work.

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

4.16.1. Personnel shall meet the following minimum requirements. Individuals qualified to perform multiple duties may do so.

4.16.1.1. Project Manager shall act as the New Hampshire Agent for all inspection services and shall be capable of preparing reports describing the results of the inspection survey, regulatory agency notification, and certification that asbestos and LBP/Hazardous Material abatement, if necessary, is complete.

4.16.1.2. Project Designer shall be Environmental Protection Agency (EPA) accredited and licensed and qualified to prepare an abatement plan and scope of work for an asbestos and/or lead removal contract.

4.16.1.3. Inspector shall be EPA accredited/licensed and qualified to inspect asbestos and/or lead in occupied or vacant; public, commercial, or industrial buildings, including assessing the condition of asbestos, determining the Friability or Non-Friability of the material and/or recommended response actions. The inspector shall comply with State of New Hampshire solid waste rules, hazardous waste rules and be able to visually identify and quantify hazardous materials and wastes and be able to visually identify and quantify hazardous materials and wastes.

4.16.1.4. Support Staff shall be capable of providing administrative support and assistance in the preparation, editing and review of necessary documents.

4.16.1.5. An abatement contractor shall not perform the services of this consultation contract.

4.16.2. The State will furnish the following materials for each site(s).

4.16.2.1. Locus maps and property information with construction date(s) of structure(s) and prior use, for use by the Contractor in the prosecution of his/her preliminary examination and investigative survey.

4.16.2.2. A right-of-entry, when necessary, obtained from property owners allowing access to property and permission to perform the necessary work.

4.16.3. The following work shall be performed to determine if Asbestos, Lead-Based Paint, and/or Hazardous or Regulated waste abatements are required, prepare a scope of work for each necessary abatement.

4.16.3.1. Conduct preliminary examination of site(s) to determine the necessity for and extent of sampling to determine the type and quantity of Asbestos, Lead-based Paint, and Hazardous Waste and Universal Waste. Examination of site(s) shall begin within two (2) working days of receiving written notice to proceed.

4.16.3.2. Inspection survey of site(s) to inspect, sample and analyze to determine the type and quantity of asbestos present at the site(s). A State representative may accompany the Contractor during the investigative survey. Sampling shall be done in accordance with 40 CFR Part 763, Model Accreditation Plan. Analysis shall be done in accordance with the National Voluntary Laboratory Accreditation Program (NVLAP), and the American Industrial Hygiene Association (AIHA) approved methods.

4.16.3.3. Prepare and submit for the State's authorization, a scope of work for a Hazardous or Regulated waste Abatement Contract to be performed by another party.

- 4.16.3.4. The Project Monitor and Abatement Contractor shall perform a walk-through of the work areas to note existing conditions.
- 4.16.3.5. Pre-removal asbestos inspection to ensure proper work area preparation and pre-removal air monitoring within each work area to establish background baseline fiber count.
- 4.16.3.6. Daily air monitoring as required determining airborne fiber concentrations, negative-pressure monitoring, effectiveness of the control methods and decontamination procedures and assurance of safe work practices. Air sampling as required for, but not limited to, background, outdoor, inside/outside of containment areas, decontamination, adjacent area, HEPA exhaust supply, and etc., (personal samples shall be excluded since this is the responsibility of the Abatement Contractor) shall be conducted according to current industry and regulatory standards. State reserves the right to receive personal samples in the weekly status report upon request.
- 4.16.3.7. Air samples shall be analyzed utilizing Phase Contrast Microscopy in accordance with the National Institute of Occupational Safety and Health (NIOSH) Analytical Method 7400. Results shall be available within one working day and shall be reviewed by the Project Manager, the Inspector, and Abatement Contractor foreman.
- 4.16.3.8. Ongoing visual inspection to ensure integrity of work area barriers, use of personnel protective equipment and decontamination units, appropriate removal procedures and other compliance issues.
- 4.16.3.9. Conduct a visual inspection and clearance testing at the completion of abatement work and cleaning. The visual inspection shall comply with the requirements of American Society for Testing and Materials (ASTM) E 1368-90, Standard Practice for Visual Inspection of Asbestos Abatement Project. Air clearance sampling Techniques as described in Appendix A to Subpart E of the Asbestos Hazardous Emergency Response Act (AHERA) regulations and NH Code of Administrative Rules Part Env-A 1800, Asbestos Management and Control.
- 4.16.3.10. The Contractor shall provide to the Abatement Contractor and the NHDOT a certification that all the abatement's are complete. This certification shall be made available within twenty-four (24) hours of abatement completions.
- 4.16.3.11. Inspection survey of site(s) to inspect, sample and analyze to determine the presence of Lead-Based Paint and to identify and characterize any other hazardous or regulated waste present at the site(s) within the scope of testing described herein. Analysis of paint surfaces shall be done in accordance with XRF method. Project Monitor to oversee the segregation of waste streams; Abatement Contractor to insure and track proper disposal as described below and defined by the New Hampshire Department of Environmental Services.
 - 4.16.3.12. Group I – Non-Regulated Household Chemicals/Consumer Products
 - 4.16.3.13. Group II – Universal Wastes
 - 4.16.3.14. Group III – Hazardous Waste
 - 4.16.3.15. Group IV – Unknown or Unidentified Material
- 4.16.3.16. Prepare a written report describing the results of the inspection survey. This report shall detail type, quantity and location of asbestos, LBP, and any hazardous or regulated wastes. Photos, plans, and estimated abatement cost shall be submitted to the NHDOT within five (5) business days following sample analysis.
- 4.16.3.17. Notify appropriate regulatory agencies regarding evaluation, abatement, and abatement completion.
- 4.16.3.18. Provide to the State daily project logs and reports, air monitoring results, copies of pressure differential strip charts, visual inspection logs, copies of notification to regulatory agencies (i.e. EPA, State), and certification that the abatements are complete to the NHDOT. A

copy of this final report is to be sent to the Asbestos Abatement Contractor, the Demolition Contractor, and the General Contractor if so involved.

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

4.17. EMERGENCY AND NON-EMERGENCY RESPONSE:

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

4.18. SPECIAL PROVISIONS:

- 4.18.1. For all plans, drawings, tracings, estimates, specifications, reports, proposals, sketches, diagrams and calculations, together with all material and data theretofore furnished to the State by the Contractor, of a satisfactory nature in accordance with this Agreement, which are of use to the State, the Contractor shall be entitled to a credit determined solely by the State, based on the contract rate for the work so performed in a satisfactory manner and of use and benefit to the State.
- 4.18.2. All subcontracts shall be in writing and pre-approved by the State. A copy of each subcontract shall be submitted for the State's files.
- 4.18.3. **APPLICABLE PROFESSIONAL STANDARDS.** The Contractor agrees to follow the provisions of the professional codes or standards applicable to the services to be performed under this Agreement.
- 4.18.4. **REVIEW BY STATE - CONFERENCES - INSPECTIONS.** It is mutually agreed that all portions of the work covered by this Agreement shall be subject to the inspection of duly authorized representatives of the State, at such time or times as the State deems appropriate.

- 4.18.5. Revisions to Reports, Plans or Documents. The Contractor shall perform such additional work as may be necessary to correct errors in the work required under the Agreement, caused by errors and omissions by the Contractor, without undue delays and without additional cost to the State.
- 4.18.6. For applicable NHDOT Projects: CLEAN AIR AND WATER ACTS. If the amount of the Agreement or subcontract thereunder exceeds \$100,000, the Contractor or subcontractor shall comply with applicable standards, orders or requirements issued under Section 306 of the Federal Clean Air Act (43 U.S.C. 1857(h)), Section 508 of the Federal Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. The Contractor or subcontractor shall report violations to the FHWA and to the U. S. Environmental Protection Agency Assistant Administrator for Enforcement (EN-329).

4.19. Indoor Air Quality Testing Services:

- 4.19.1. The Contractor shall provide Indoor Air Quality ("IAQ") evaluation services for all buildings and/or job sites as needed.
- 4.19.2. All sampling protocols shall be performed in accordance with AIHA, NIOSH, OSHA, NH Department of Labor and any other industry guidelines.
- 4.19.3. Various tasks shall include all aspects of IAQ evaluations statewide. A certified industrial hygienist ("CIH") employed directly by the Industrial Hygiene firm must be on staff to address concerns and issues.
- 4.19.4. Scheduled jobs shall require an estimated quotation prior to work assignment, including a list of contaminants to be tested. The State of New Hampshire reserves the right to obtain a quotation from another industrial hygiene firm if the Contractor's quotation appears excessive.
- 4.19.5. Once a job is scheduled, The State of New Hampshire reserves the right to retain the services of another industrial hygiene firm if the Contractor is unable or unwilling to complete the job as scheduled.
- 4.19.6. Emergency work shall be required with little or no advance notice. The Contractor must provide the State of New Hampshire or the States Project Manager with an emergency contact telephone number. Response to emergency calls shall be within two (2) hours of notification, twenty-four (24) hours a day, seven (7) days a week. If no response is received, the State of New Hampshire reserves the right to contact another industrial hygiene firm.
- 4.19.7. The Contractor must not sub-contract any tasks without the prior written permission of The State of New Hampshire or the State's Project Manager.
- 4.19.8. All work areas such as ceilings, walls, floors, etc. shall be returned to a condition satisfactory to the State's Project Manager.
- 4.19.9. The State of New Hampshire reserves the right to schedule IAQ work to be completed by its own qualified employees if possible.
- 4.19.10. Work shall be done in a timely and professional manner.

4.20. REPORTING:

- 4.20.1. At the conclusion of the IAQ work, a report shall be provided which meets the following minimum standards:
- 4.20.2. INTRODUCTION: Narrative of the scope of work with description of the services that were conducted, including a table of what was tested by location.
- 4.20.3. METHODOLOGY: Description on how sampling was conducted.
- 4.20.4. PROJECT OVERVIEW: Brief narrative of chronological issues.
- 4.20.5. ANALYTICAL RESULTS: Results of air sampling on laboratory letterhead with authorized signature including chain of custody.
- 4.20.6. FIELD SHEETS: Completed field data sheets.

4.20.7. **CONCLUSION SUMMARY: Recommendations for resolving issue.**

4.21. **SAFETY ISSUES AND COMPLIANCE REQUIREMENTS:**

- 4.21.1. The safety and protection of State of NH personnel and property shall be of the utmost concern. All work shall be conducted so as to interfere as little as possible with State of NH business realizing that evaluations of spaces routinely require testing during times when buildings are occupied. The Contractor shall, at their own expense, wherever necessary or required, furnish safety devices and take such other precautions as may be necessary to protect life and property.
- 4.21.2. All work shall be performed in a manner compliant with all existing State and federal safety laws, rules, regulations and standards including but not limited to OSHA and the U.S. Department of Labor to ensure the safety of the workers as well as State of NH staff and the general public.

4.22. **ACM and LEAD TESTING AND MONITORING PERSONNEL QUALIFICATION REQUIREMENTS:**

- 4.22.1. General: All personnel performing work for the State of New Hampshire shall meet all State of New Hampshire Revised Statutes concerning asbestos management, control and abatement including Chapter 141-E and NH Administrative Rule Env-A 1800 requirements for Licenses and Certification for Asbestos Professionals and US EPA ASHARA accreditation requirements.
- 4.22.2. The Contractor shall employ a full-time industrial hygienist or subcontractor, certified by the Board of American Industrial Hygiene (CIH), for review and supervision of all testing, analysis, recommendations and reporting.
- 4.22.3. Asbestos: The Contractor shall employ a NH certified asbestos management planner and NH-certified asbestos project designer that is experienced preparing abatement specifications and developing asbestos operations and maintenance programs and management plans.
- 4.22.4. The Contractor shall be experienced and certified to provide asbestos training (upon request) consisting of 2-hour asbestos training for maintenance staff and construction personnel accordance with NH Administrative Rule Env-A 1800, 29 CFR Part 1926.1101 and 40 CFR Part 763. Lead: licensed by NH Bureau of Radiological Health for Radioactive Source.
- 4.22.5. NH Bureau of Radiological Health License # _____.
- 4.22.6. The Contractor will establish records of analytical proficiency in air sampling and analysis and bulk sampling and analysis as follows:
 - 4.22.6.1. A laboratory presently accredited by the American Industrial Hygiene Association (AIHA) for asbestos or;
 - 4.22.6.2. An analyst presently listed in the AIHA Asbestos Analysis Registry or;
 - 4.22.6.3. A person who has successfully completed NIOSH course # 582 Sampling and Evaluating Airborne Asbestos and whose in-house laboratory shows a minimum of two (2) years evidence of proficient ratings in the Proficiency Analytical Testing Program (PAT Program) and;
 - 4.22.6.4. The asbestos bulk material analysis laboratory shall show evidence of proficiency rating in the National Voluntary Laboratory Accreditation Program (NVLAP) - List of Accreditation Polarized Light Microscopy Laboratories and;
 - 4.22.6.5. The analysis of bulk samples shall be performed by or under the supervision of an analyst who has successfully completed an asbestos analysis course by McCrone Research Institute or an equivalent course as recognized as industry standard and/or National Institute of Standards and Technology's (NIST) National Voluntary Laboratory Accreditation Program (NVLAP).
- 4.22.7. The Contractor shall submit documentation for the following personnel that are employed directly (or sub-contractor) and provide names, copies of all licensing and certification, and demonstrate at least three (3) years of experience performing each of the below certified tasks:
 - 4.22.7.1. NH certified asbestos inspector(s)
 - 4.22.7.2. NH certified asbestos abatement project designer

- 4.22.7.3. Asbestos project monitors trained/accredited pursuant to EPA 40 CFR Part 763 MAP requirements
- 4.22.7.4. NIOSH 582 trained, PAT proficient asbestos air analysts for performing same day on-site analysis at abatement sites
- 4.22.7.5. ABIH certified industrial hygienist
- 4.22.7.6. NH Certified Asbestos Management Planner
- 4.22.7.7. NH Certified ADS Contractor and Worker
- 4.22.7.8. NH Certified Leas Risk Assessor
- 4.22.7.9. NH Bureau of Radiological Health certificate for XRF radioactive source, if applicable or other means may be used
- 4.22.7.10. Certify that all the above are full time employees of the Contractor (or sub-contractor).
- 4.22.7.11. NH Bureau of Radiological Health License # _____

5. QUOTES:

- 5.1. Agencies shall request services by issuing a Request for Quote (RFQ) with scope of work detailing as much information about the services needed. The requesting Agency shall provide written approval prior to starting any work.
- 5.2. The Contractor shall, after each visit and before leaving the job site, present a written summary of the work performed and obtain signature thereon from the State representative.

6. COMMERCIAL REQUIREMENTS:

- 6.1. The State of New Hampshire reserves the right to add or delete locations/equipment throughout the term of the contract. For the addition of a new location or new equipment, a requesting agency through the Division of Procurement and Support Services shall submit a request for quote (RFQ) including a detailed scope of work to the contractor. Quotes shall be in accordance with pricing and service requirements contained herein and no service shall be performed until documented acceptance by the State is received. The Contract may be amended, by agreement of the parties, effective upon approval of the commissioner of the Department of Administrative Services or designee, without further approval needed by the Governor and Executive Council as long as the price limitation is unchanged or decreased as a result of the new or deleted locations/equipment.
- 6.2. Except as otherwise provided in this Scope of Services, all services performed under this Contract shall be performed between the hours of 8:00 A.M. and 4:00 P.M. unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas.
- 6.3. The Contractor shall not commence work until a conference is held with each State agency intending to utilize the Contractor's services, at which representatives of the Contractor and the State are present. The conference will be arranged by the State agency.
- 6.4. The State shall require correction of any defective work and the repair of any damages to any part of a building or its appurtenances caused by the Contractor or its employees, subcontractors, equipment or supplies. The Contractor shall correct, repair, or replace all defective work, as needed, to complete said work in satisfactory condition, and damages so caused in order to restore the building and its appurtenances to their previous condition. Upon failure of the Contractor to proceed promptly with the necessary corrections or repairs, the State may withhold any amount necessary to correct all defective work or repair all damages from payments to the Contractor.
- 6.5. The work staff shall consist of qualified persons completely familiar with the products and equipment that they will use. The Contracting Officer may require the Contractor to dismiss from the work such employees as the Contracting Officer deems incompetent, careless, insubordinate, or otherwise objectionable, or whose continued employment on the work is deemed to be contrary to the public interest or inconsistent with the best interest of security and the State.
- 6.6. Neither the Contractor nor its employees or subcontractors shall represent themselves as employees or agents of the State.

- 6.7. While on State property the Contractor, its employees, and its sub-contractors shall be subject to the authority and control of the State, but under no circumstances shall such persons be deemed to be employees of the State.
- 6.8. All personnel shall observe all regulations or special restrictions in effect at any State agency location at which services are to be provided.
- 6.9. The Contractor's personnel shall be allowed only in areas where services are to be provided. The use of State telephones by the Contractor, its employees, or its sub-contractors is prohibited.
- 6.10. If sub-contractors are to be utilized, Contractor shall provide information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references for clients they are currently servicing. Approval by the State must be received prior to a sub-contractor starting any work.
- 7. USAGE REPORTING:**
- 7.1. The Contractor shall submit a quarterly and annual usage report for analysis for each state agency or eligible participant. Reports are due no later than 30 days after the end of each calendar quarter to Jonah Rosa at the Bureau of Purchase and Property and sent electronic to Jonah.L.Rosa@DAS.NH.Gov. At a minimum, the Report shall include:
- 7.1.1. Contract Number
- 7.1.2. Utilizing Agency and Eligible Participant
- 7.1.3. Services/Products Purchased (showing the manufacturer, item, part number, and the final cost.)
- 7.1.4. Total Cost of all Services/Products Purchased. Ability to sort by agency/eligible participant.
- 7.1.5. In Excel format
- 8. AUDITS AND ACCOUNTING:**
- 8.1. The Contractor shall allow representatives of the State of New Hampshire to have complete access to all records for the purpose of determining compliance with the terms and conditions of this contract.
- 8.2. At intervals during the contract term, and prior to the termination of the contract, the Contractor may be required to provide a complete and accurate accounting of all products and quantities ordered by each agency and institution and by political sub-divisions and authorized non-profit organizations.
- 9. ACCOUNT REPRESENTATIVE:**
- 9.1. The Contractor shall assign a dedicated account representative and a backup in their absence who will be responsible for the daily administration of this Contract. The account representative shall be familiar with all Contract requirements to ensure compliance with the terms of the Contract. The account representative shall respond by phone or email to Client Agency inquiries within 24 hours of initial contact or the next business day if after normal business hours. The account representative's responsibilities shall include but not be limited to:
- 9.1.1. Coordinate business review meeting(s) either virtually or on-site with the State held at a cadence requested by the State.
- 9.1.2. Provide recommended process and productivity improvements related to potential cost savings to the State for consideration quarterly.
- 9.1.3. Provide information and product offerings to bring the latest industry ideas and trends to the State as applicable.
- 9.1.4. Provide training on the use of the Contractor's portal as needed with no charge to the State.
- 10. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR:**
- 10.1. The Contractor shall provide all hazardous material testing services strictly pursuant to, and in conformity with, the specifications described in State RFB 3080-26, as described herein, and under the terms of this Contract.
- 10.2. It is the responsibility of the Contractor to maintain this contract and New Hampshire Vendor Registration with up to date contact information.
- 10.3. Contract specific contact information (Sales contact, Contractor contract manager, etc.) shall be sent to the State's Contracting Office listed in Box 1.9 of Form P-37.

10.4. Additionally, all updates i.e., telephone numbers, contact names, email addresses, W9, tax identification numbers are required to be current through a formal electronic submission to the Bureau of Purchase and Property at: [https://das.nh.gov/purchasing/vendorregistration/\(S\(q0fzcv55qhacqs45jpyq5i45\)\)/welcome.aspx](https://das.nh.gov/purchasing/vendorregistration/(S(q0fzcv55qhacqs45jpyq5i45))/welcome.aspx).

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

10.6. Contractor shall not be allowed to require any other type of order, nor shall the Contractor be allowed to require the filling out or signing of any other document by State of New Hampshire personnel.

11. ESTABLISHMENT OF ACCOUNTS:

11.1. Each State of New Hampshire agency shall have its own individual customer account number. There may also be instances where divisions or bureaus within an agency will need their own individual customer account numbers. Should any State of New Hampshire agency place an order under the contract, the Contractor agrees to establish an account within three business days from the date the order is placed. However, there shall be no delay in any shipment; the agency shall receive the items ordered in accordance with the delivery time required under this contract, as if an account already exists for the agency.

12. ELIGIBLE PARTICIPANTS:

12.1. Political sub-divisions (counties, cities, towns, school districts, special district or precinct, or any other governmental organization), or any nonprofit agency under the provisions of section 501c of the federal internal revenue code, are eligible to participate under this contract whenever said sub-division or nonprofit agency so desires. These entities are autonomous and may participate at their sole discretion. In doing so, they are entitled to the prices established under the contract. However, they are solely responsible for their association with the Contractor. The State of New Hampshire assumes no liability between the Contractor and any of these entities.

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

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

14. CONFIDENTIALITY & CRIMINAL RECORD:

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

15. WARRANTY REQUIREMENTS:

15.1. The Contractor shall be required to provide warranties on all services provided by the Contractor for a period of not less than one (1) year or the manufacturer's standard warranty period, whichever is greater, commencing on the date that the equipment is received, inspected, and accepted by the State of New Hampshire. The warranty shall cover 100% of repair or replacement costs, including all parts, shipping, labor, travel, lodging, and expenses.

16. TERMINATION:

16.1. The State of New Hampshire shall have the right to terminate any resultant contract at any time with a thirty (30) day written notice to the Contractor.

17. NON-EXCLUSIVE CONTRACT:

17.1. This is a non-exclusive Contract. The State reserves the right, at its discretion, to retain other Contractors to provide any of the Services or Deliverables identified under this procurement or make an award by item, part or portion of an item, group of items, or total Proposal.

EXHIBIT C - METHOD OF PAYMENT

18. CONTRACT PRICE:

18.1. The Contractor hereby agrees to provide hazardous material testing services in strict compliance with the terms and conditions specified in Exhibit B for an amount up to and not to exceed a price of \$6,098,899.22; this figure shall not be considered a guaranteed or minimum figure; however, it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37 Block 1.7.

19. PRICING STRUCTURE:

19.1. See Appendix A: Pricing.

20. PRICE ADJUSTMENTS:

20.1. One the anniversary date of this contract and annually thereafter, the Contractor may request price adjustment, either upward or downward, keyed to the industry changes or general trade. Written notice of an impending price increase, including substantiation for it, must be submitted in writing to Jonah Rosa at the Bureau of Purchase & Property, 25 Capitol Street, Concord, NH 03301, or via email at Jonah.L.Rosa@DAS.NH.Gov no less than thirty (30) days prior to the effective date of said price increase. The State reserves the right to reject any price increases it deems unreasonable. If parties to the contract cannot agree on renewal terms, it is hereby understood that the contract will be rebid.

20.2. The Bureau of Purchase and Property will monitor other information sources to confirm that contract prices are indeed following market trends in a fair and equitable manner. The State shall have the right to reject any pricing that fails to follow the above principles, and to rebid any part, or the entire contract, if deemed to be in its best interest.

21. PRICING QUOTATIONS FOR INDIVIDUAL PROJECTS:

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

21.2. The Contractor shall not be allowed to require any other type of order, nor shall the Contractor be allowed to require the filling out or signing of any other document by State of New Hampshire personnel.

22. CONTRACTOR'S BALANCE OF PRODUCT LINE ITEMS:

22.1. During the term of contract, the State may purchase other items from the Contractor's Balance of Product Line. All items ordered shall include all shipping/charges.

23. INVOICE:

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

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

23.3. The invoice shall be sent to the address of the using agency.

24. PAYMENT:

24.1. Payment shall not be due until 30 days after the invoice has been received at the agency business office or all items have been delivered, inspected, and accepted by the agency, whichever is later.

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

Hazardous Material Testing Services

Part 1: Hourly Rates		
UOM (per hour)	Product Description	Unit Cost (Hourly rate)
Hour	Inspector	\$85.00
Hour	Project Monitor	\$85.00
Hour	Designer/manager planner	\$100.00
Hour	Certified industrial hygenist	\$135.00
Hour	NH licensed lead assessor	\$150.00
Part 2: Lab Rates		
UOM (Cost per Sample)	Product Description	Unit Cost (per sample or test)
EA	Phase Contrast Microscopy	\$10.00
EA	Polarized Light Microscopy	\$15.00
EA	Airocells	\$34.86
EA	Lead Samples	\$25.00
EA	PLM Point count	\$20.00
EA	TCLP Lead	\$168.00
EA	Miscellaneous other tests and samples	\$25.00
Additional Lab Tests		Unit Cost
Phase Contrast Microscopy (3-Hour)		\$10.00
Phase Contrast Microscopy (24-Hour)		\$10.00
Phase Contrast Microscopy (48-Hour)		\$10.00
Transmission Electron Microscopy, AHERA (6-Hour)		\$156.00
Transmission Electron Microscopy, AHERA (24-Hour)		\$117.60
Transmission Electron Microscopy, AHERA (72-Hour)		\$91.80
Transmission Electron Microscopy, AHERA (5-day)		\$85.20
Transmission Electron Microscopy, NIOSH 7402 (6-Hour)		\$350.40
Transmission Electron Microscopy, NIOSH 7402 (24-Hour)		\$250.80
Transmission Electron Microscopy, NIOSH 7402 (72-Hour)		\$202.80
Transmission Electron Microscopy, NIOSH 7402 (5-day)		\$189.60
Polarized Light Microscopy (6-Hour)		\$29.04
Polarized Light Microscopy (24-Hour)		\$11.94
Polarized Light Microscopy (72-Hour)		\$10.68
Polarized Light Microscopy (5-Day)		\$9.78
PLM Point Count (6-Hour)		\$228.00
PLM Point Count (24-Hour)		\$134.40
PLM Point Count (72-Hour)		\$99.60
PLM Point Count (5-Day)		\$87.60
PLM Point Count with Gravimetric (6-Hour)		\$200.00

Contractor Initials: *FB*Date: *11/5/25*

Hazardous Material Testing Services

PLM Point Count with Gravimetric (24-Hour)	\$156.00
PLM Point Count with Gravimetric (72-Hour)	\$121.20
PLM Point Count with Gravimetric (5-Day)	\$108.00
PLM NOB (6-Hour)	\$30.00
PLM NOB (24-Hour)	\$27.36
PLM NOB (72-Hour)	\$25.38
PLM NOB (5-Day)	\$24.42
Vermiculite by Cincinnati Method PLM and TEM (24-Hour)	\$350.00
Vermiculite by Cincinnati Method PLM and TEM (72-Hour)	\$300.00
Vermiculite by Cincinnati Method PLM and TEM (5-Day)	\$282.00
ASTM D-5755 Microvac Dust (24-Hour)	\$364.80
ASTM D-5755 Microvac Dust (72-Hour)	\$288.00
ASTM D-5755 Microvac Dust (5-Day)	\$243.60
ASTM Soil Method PLM Quantitative (24-Hour)	\$397.20
ASTM Soil Method PLM Quantitative (72-Hour)	\$280.80
ASTM Soil Method PLM Quantitative (5-Day)	\$178.80
TEM Bulk Quantitative (24-Hour)	\$72.00
TEM Bulk Quantitative (72-Hour)	\$58.80
TEM Bulk Quantitative (5-Day)	\$52.20
TEM Drinking Water, EPA 100.1 or 100.2 (24-Hour)	\$513.60
TEM Drinking Water, EPA 100.1 or 100.2 (72-Hour)	\$307.20
TEM Drinking Water EPA 100.1 or 100.2 (5-Day)	\$271.20
PLM Carb Method 435, 0.1% Level (24-Hour)	\$436.80
PLM Carb Method 435, 0.1% Level (72-Hour)	\$327.60
PLM Carb Method 435, 0.1% Level (5-Day)	\$234.00
EPA Region 1 Soil Protocol, Quantitative (10-Day)	\$55.00
AA Lead Dust, Chip or Soil (24-Hour)	\$81.60
AA Lead Dust, Chip or Soil (72-Hour)	\$63.60
AA Lead Dust, Chip or Soil (5-Day)	\$55.20
TLCP Waste for Lead (72-Hour)	\$168.00
Lead paint tests in-situ w/portable x-ray fluorescence (XRF) unit or paint chips.	\$25.00
Air, dust samples and/or chip samples (2 day turnaround)	\$54.90
Air, dust samples and/or chip samples (Next Day)	\$68.40
Air-O-Cell Fungal Spore Analysis (7-10 day)	\$34.86
Air-O-Cell Fungal Spore Analysis (48 hour)	\$41.40
Air-O-Cell Fungal Spore Analysis (24 hour)	\$42.90
Direct read determinations of surface swab or tape lift For fungal spores and hyphael fragments (7-10 day)	\$34.86
Direct read determinations of surface swab or tape lift For fungal spores and hyphael fragments (<48 HRS)	\$42.90
Viable Fungi Analysis Single Plate (10-14 day)	\$214.80

Contractor Initials: AB

Hazardous Material Testing Services

Viable Bacteria Analysis Single Plate (10-14 day)	\$250.80
Formaldehyde in Air Analysis (7-10 day)	\$147.60
Formaldehyde in Air Analysis (48 hour)	\$363.60
VOC Screen GCMS EPA TO-15 Method (10-14 day)	\$484.80
VOC Screen GCMS EPA TO-15 Method (48 Hr)	\$1,214.40
Optical Particle Identification including physical testing	\$35.00
Dust Characterization Bulk Dust (animal hair, fibrous glass, fungal matter, dust mites, pollen, skin flakes, wood chips, quartz, anthropod fragments, feathers, cellulose fibers, plant matter)	\$61.20
Allergen Screen Bulk Dust: (dust mite {der p 1, der f 1}, Cat {fel d 1}, Dog {can f 1, can f 2}, cockroach {bla g 1})	\$234.00
Mouse/ Rat Allergen Bulk Dust	\$262.80

Contractor Initials: FBDate: 11/5/25

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 FOUR BROTHERS ENVIRONMENTAL, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on August 26, 2018. 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: **801881**

Certificate Number: **0007309860**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 9th day of October A.D. 2025.

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

David M. Scanlan
Secretary of State

Corporate Bylaws

I, James Young, hereby certify that I am duly elected
(Printed First and Last Name)

Clerk/Secretary/Officer of Four Brothers Environmental, LLC. I hereby certify
(Name of Corporation)
the following is a true copy of the current Bylaws or Articles of Incorporation of the
Corporation and that the Bylaws or Articles of Incorporation authorize the following officers
or positions to bind the Corporation for contractual obligations.

President
(list officer titles or position)

Vice President
(list officer titles or position)

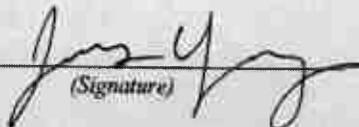
(list officer titles or position)

I further certify that the following individuals currently hold the office or positions
authorized: Jeremy Boucher President
(list individuals holding positions authorized)

I further certify that it is understood that the State of New Hampshire will rely on this
certificate as evidence that the person listed above currently occupies the position indicated
and that they have full authority to bind the corporation. This authority **shall remain valid**
for ninety (90) days from the date of this certificate.

DATED: 11/5/25

ATTEST:


(Signature)

