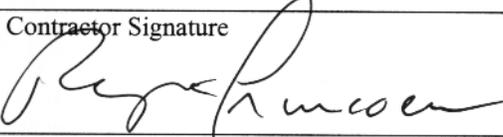
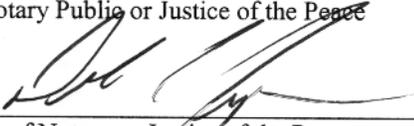
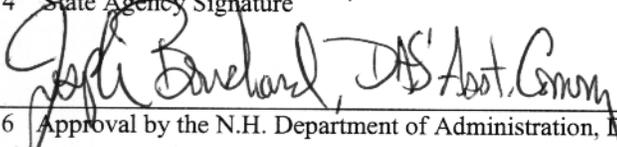


AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name State of New Hampshire Administrative Services		1.2 State Agency Address State House Annex, Room 102 25 Capitol Street Concord, NH 03301	
1.3 Contractor Name RPF ENVIRONMENTAL, INC.		1.4 Contractor Address 320 FIRST NH TURNPIKE	
1.5 Contractor Phone # 603-942-5432	1.6 Account Number	1.7 Completion Date JULY 31, 2016	1.8 Price Limitation \$300,000.00
1.9 Contracting Officer for State Agency ALAN HOFMANN, Purchasing Agent		1.10 State Agency Telephone Number 603-271-2550	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Roger Francoeur, Principal	
1.13 Acknowledgement: State of New Hampshire County of <u>Rockingham</u> On <u>August 5, 2014</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal] <u>my commission expires 9/17/18</u>			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Debra Cyr - Notary</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <u>Joseph Bouchard, Assistant</u> Linda M. Hodgdon, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: _____ On: _____			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/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 A 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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B which is incorporated herein by reference.

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

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all 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 opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

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

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

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



8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

8.2.3 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 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

9.2 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.

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

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.



14. INSURANCE.

Form #P37 (version 1/09)

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

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

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

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.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

P

SCOPE OF SERVICES:

EXHIBIT A

The Contractor will respond to the agency's initial request within 2 business days to schedule an appointment. Asbestos Testing and Monitoring Services shall be completed in a reasonable time frame as mutually agreed upon with agency and Contractor. The Contractor shall submit a proposed schedule to the state agency requesting services at each facility within 10 days of initial request.

All services performed under this Contract shall be performed between the hours of 7:30 A.M. and 4:00 P.M. unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. Some state agencies may require a ten-day advance knowledge of said work schedules to provide security and access to respective work areas. No premium will be paid for hours after 4:00 PM Monday through Friday.

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

The Contractor agrees that any damage or injury to buildings, materials, equipment or to other property during the performance of this service will be repaired at their own expense.

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

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

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

While on State property, employees shall be subject to the control of the State, but under no circumstances shall such persons be deemed to be employees of the State.

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

The Contractor shall furnish all personnel with uniforms, which shall be neat and clean in appearance with identification that is visible at all times.

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

SCOPE OF WORK:

GENERAL – The State of New Hampshire will authorize a Work Order Authorization (WOA) for an asbestos survey to be conducted at a facility. The survey will be provided at a facility in the respective 10 counties. The services provided will include the following items:

SCOPE OF WORK

- A. The contractor shall perform the following:
1. The contractor shall furnish all labor, supervision, material, equipment, insurances, permits, construction tools, and equipment necessary to perform an inspection of buildings and properties for suspect asbestos containing materials (ACM).
 2. The asbestos inspection and sampling shall be conducted according to AHERA guidelines (40 CFR Part 763) and 29 CFR Part 1926.1101 (OSHA). The asbestos inspection shall be performed by a State of New Hampshire Certified Asbestos Inspector.
 3. 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), estimated quantities and condition of ACM, marked up floor plans for the building showing where the samples were taken, chain of custody for the samples taken and test results on laboratory letterhead.
 4. Contractor shall provide recommendations and options for abatement response actions, budget estimates, assistance, work plan/specification development, and abatement monitoring and inspection services. Abatement monitoring and inspections services shall include at a minimum baseline air testing, ambient area air testing, air clearance testing, on-site PCM air sample analysis, inspections of abatement contractor work, and final project reporting.

SUBMITTALS FOR REVIEW

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

REGULATORY REQUIREMENTS

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

SEQUENCING

- A. Remove only the amount of materials necessary for accomplishment of the survey work required under this contract.

SCHEDULING

- A. Perform Work of this contract at times to be scheduled with the concurrence of the state appointed Project Supervisor
- B. Survey work in OCCUPIED AND UNOCCUPIED areas shall be arranged with the state appointed Project Supervisor. The Building Owners reserve the right to restrict the times at which the surveys may be performed.

PROJECT CONDITIONS

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

The contractor is to make all efforts to limit the extent of damage to the sampled materials and stabilize sample locations with a filler compound where possible. Complete restoration and cosmetic touchup or repair is not within the scope of work

- C. Conduct asbestos surveys to accommodate Owner's occupancy requirements. Maintain building security during all hours of site occupancy. Utilize the site and building in the most efficient manner possible for execution of the work; allow for continuous occupancy and operations of the facility.

FINAL REPORT

- A. INTRODUCTION:
Narrative of the scope of work with description of the services that the contractor conducted. Including a table of what was abated by location, material quantity and method of abatement.
- B. METHODOLOGY:
Description on how sampling was conducted.
- C. PROJECT OVERVIEW:
Brief narrative of chronological issues, that would include prepping, sensitive issues, regulatory visitors, failures of visual, achievement of schedule or delays, injuries, and correction of deficiencies.
- D. ANALYTICAL RESULTS:
Results of air sampling on laboratory letterhead with authorized signature.
- E. FIELD SHEETS:
Completed field data sheets, abatement check off lists and chronological detailed field notes

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

1. INSPECTOR: DUTIES AND RESPONSIBILITIES

- a. Review previous facility documentation including laboratory sample results of Identified Hazardous Building Materials (i.e. ACM, Lead Based Paint, PCB's, Mercury Lamps and Switches).
- b. Perform visual inspection to identify, document or inventory materials suspected of containing asbestos
- c. Collect bulk samples of Homogenous Materials to identify additional Asbestos Containing Building Materials (ACBM). Testing and monitoring personnel must perform destructive sampling to locate hidden materials. Testing and monitoring personnel will not be responsible for damage due to destructive sampling.
- d. Supply report on impact of Scope of Work (SOW). To include an estimate of the number of samples for asbestos to be collected during the survey and a cost for those samples in accordance with the submitted rate and turnaround time (TAT) schedule.
- e. Evaluate conditions and accessibility of materials containing asbestos
- f. Perform other duties as required



1. INSPECTOR: GUIDELINES

- a. 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.
- b. 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 via the Stop at First Positive (SFP) method that includes the required amount of samples for compliance with AHERA, but allows the analyst the ability to stop the analysis of the remaining samples if the first sample of a group tests positive. The Inspector shall notify the State appointed Project Supervisor if SFP method is used. Friable Materials, Non-friable materials, Multi-layer surfacing materials, Resilient flooring and Mastic, and shall be tested by the method that will provide the most accurate sample assessment.
- c. 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.
- d. Provide site characterization and reporting for known or potential Asbestos Disposal Sites using certified inspector and certified ADS personnel.

2. PROJECT MONITOR: DUTIES AND RESPONSIBILITIES

- a. Assist with duties within the scope of those for inspector.
- b. Assist in assessing potential hazards of asbestos containing materials.
- c. Assure and monitor abatement activities inside and outside regulated areas and perform final clearance.
- d. Conduct ambient area air sampling (PCM).
- e. Conduct final air clearance monitoring prior to reoccupancy.
- f. Conduct post-abatement visual inspection and under supervision of CIH perform air clearance testing, analysis and reporting for NH Admn Rule Env-A 1800.
- g. Perform other duties as required.

2. PROJECT MONITOR: GUIDELINES

- a. Able to communicate in English both orally and writing.
- b. Complete base line air samples before work begins to document base line readings.
- c. Complete air samples in surrounding areas to ensure that asbestos abatement activity is being done correctly and safely.
- d. 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.
- e. Have the ability to read and understand construction documents.
- f. Prepare for signature relevant forms or plans as required by regulatory agencies as well as internal state forms, including scope of work documents.
- g. Develop scope of work and prepare quotation/ documents for the State of New Hampshire's approved asbestos abatement contractors.
- h. Provide project monitoring for the duration of the abatement.
- i. Reoccupancy clearance sampling (PCM analysis) provide on-site analysis of each sample by Phase Contrast Microscopy to determine successful completion of abatement in accordance with standard clearance criteria.
- j. Reoccupancy 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 reoccupancy criteria, no further remaining samples are to be conducted until the area has been re-cleaned by the Contractor.
- k. Immediately upon receipt of favorable reoccupancy 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 reoccupancy clearance requirements. A copy of the test results is to be attached to the documentation.

3. LABORATORY

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

4. ABATEMENT PROJECT DESIGNER & MANAGEMENT PLANNER

- a. Provide review and recommendations for proper abatement options and design.
- b. 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.
- c. Prepare abatement specifications and assistance documents; attend meetings and provide technical assistance during the process.

EXHIBIT C

SPECIAL PROVISIONS

There are no other special provisions of this contract.





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/16/2014

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

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

PRODUCER IMMANUEL Insurance Agy- SAN PO Box 300 3 Brittany Lane Barrington, NH 03825-0300 IMMANUEL Ins Agy Inc &	CONTACT NAME: IMMANUEL Ins Agy Inc & PHONE (A/C, No, Ext): 603-335-4300 FAX (A/C, No): 603-822-7101 E-MAIL ADDRESS: david@imanuelins.com														
INSURED RPF Environmental, Inc. Roger Francoeur 320 First NH Turnpike Northwood, NH 03261	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center;">NAIC #</td> </tr> <tr> <td>INSURER A : The Hartford</td> <td></td> </tr> <tr> <td>INSURER B : Admiral Insurance Company</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : The Hartford		INSURER B : Admiral Insurance Company		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
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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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	X	04SBAUM2328 FEI-ECC-13940-01	04/05/2014	04/05/2015	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
B	<input type="checkbox"/> GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			04/29/2014	04/29/2015	MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		04UECLO0040	04/05/2014	04/05/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10000		04SBAUM2328	04/05/2014	04/05/2015	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	04 WEC NY9112	04/05/2014	04/05/2015	<input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Hartford Umbrella only over Hartford policies. Professional Liability cannot include additional insured or waiver of subrogation coverage. The following named as Additional Insured: State of NH, Administrative Services, Purchasing Agent, Bureau of Purchase and Property as their interest may appear.

CERTIFICATE HOLDER

CANCELLATION

STATE07 State of NH Admin Services 25 Capital St Room 102 Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Brian Jacobsen</i>
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State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that RPF Environmental, Inc. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on March 27, 1991. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 18th day of July, A.D. 2014

A handwritten signature in cursive script, appearing to read "Wm Gardner".

William M. Gardner
Secretary of State

RPF ENVIRONMENTAL, INC.

CONSENT OF STOCKHOLDERS TO ACTION

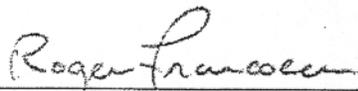
The undersigned, being the majority holder of all the issued and outstanding voting stock of **RPF ENVIRONMENTAL, INC.**, do hereby consent that the following action be taken without a meeting pursuant to New Hampshire RSA 293-A:7.04 and such consent is in full force and effect through January 24, 2015:

VOTED: That Roger P. Francoeur is hereby authorized to bind the corporation in contracts.

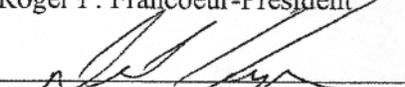
VOTED: That Roger P. Francoeur is hereby authorized to execute any and all documents necessary to effectuate said contracts.

VOTED: That all acts and undertakings by the Director, Stockholders and/or officers and agents of the corporation on its behalf during the preceding year be and hereby are fully ratified, affirmed and adopted.

Dated as of the 5th day of August, 2014



Roger P. Francoeur-President



Debra Cyr-Office Manager

NOTARY PUBLIC/JUSTICE OF THE PEACE

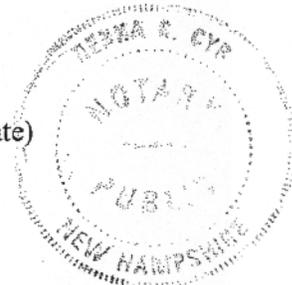
On the 5th day of August, 2014, there appeared before me, the state and county foresaid a person who satisfactorily identified Roger Francoeur and acknowledge that he executed this document indicated above.

In witness thereof, I hereunto set my hand and official seal.


(Notary Public/Justice of the Peace)

My commission expires: 9/17/18

(Date)



**FIRST AMENDMENT TO THE CONTRACT
BETWEEN RPF ENVIRONMENTAL INC
AND
THE STATE OF NEW HAMPSHIRE, DEPARTMENT OF ADMINISTRATIVE SERVICES,
FOR ASBESTOS TESTING AND MONITORING
CONTRACT # 8001598**

This first Amendment (hereinafter referred to as the "Amendment"), dated this 16th day of June, 2016, is by and between the State of New Hampshire, Department of Administrative Services (hereinafter referred to as "the State") and RPF Environmental Inc. (hereinafter referred to as "the Contractor") for Asbestos Testing and Monitoring Services.

WHEREAS, pursuant to an agreement effective July 31, 2014 set to expire July 31, 2016, (hereinafter referred to as "the Agreement"), the Contractor agreed to perform certain Asbestos Testing and Monitoring Services for the State in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, pursuant to Section 18 of the Agreement, the Agreement may be amended by an instrument in writing executed by both parties;

NOW, THEREFORE, for and in consideration of the mutual promises set forth in this Amendment and the underlying Agreement, the parties do mutually agree as follows:

1. Delete in its entirety Form Number P-37, item 1.7 Completion Date and substitute the following:
1.7 August 31, 2017
2. All other provisions of the Agreement, approved by the Commissioner, Department of Administrative Services on August 18, 2014, shall remain in full force and effect.

RPF ENVIRONMENTAL, INC.

CONSENT OF STOCKHOLDERS TO ACTION

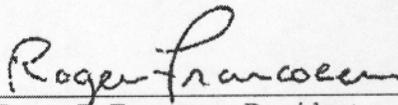
The undersigned, being the majority holder of all the issued and outstanding voting stock of **RPF ENVIRONMENTAL, INC.**, do hereby consent that the following action be taken without a meeting pursuant to New Hampshire RSA 293-A:7.04 and such consent is in full force and effect through June 17, 2016:

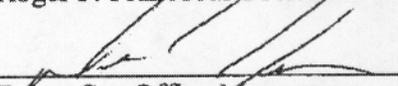
VOTED: That Roger P. Francoeur is hereby authorized to bind the corporation in contracts.

VOTED: That Roger P. Francoeur is hereby authorized to execute any and all documents necessary to effectuate said contracts.

VOTED: That all acts and undertakings by the Director, Stockholders and/or officers and agents of the corporation on its behalf during the preceding year be and hereby are fully ratified, affirmed and adopted.

Dated as of the 17th day of June, 2016

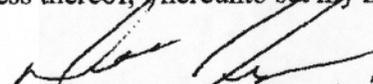

Roger P. Francoeur-President


Debra Cyr-Office Manager

NOTARY PUBLIC/JUSTICE OF THE PEACE

On the 17 day of June, 2016, there appeared before me, the state and county foresaid a person who satisfactorily identified Roger P. Francoeur and acknowledge that he executed this document indicated above.

In witness thereof, I hereunto set my hand and official seal.


(Notary Public/Justice of the Peace)

My commission expires:

9/17/18

(Date)

6/17/16





NEW HAMPSHIRE

Corporation Division

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Receive your Annual Report Notice by email!

You asked and we delivered! To receive your Annual Report Reminder Notice by email, click [here](#) to complete the online request form.

Who needs to file? If your entity is registered as a Corporation, Limited Liability Company, Professional Corporation, Professional LLC, Limited Liability Partnership, New Hampshire Investment Trust, Consumer Cooperative, Cooperative Marketing and Rural Electrification Association, you need to file annually.

Note: You will need your Business Identification Number to enroll. If you do not have it handy, you may easily look it up by using our [Business name Lookup](#) tool.

Search Type: Starting With
 Search Date: 6/16/2016

Search Criteria: rpf Environmental
 Search Time: 09:04

Click on the Entity Name or Business ID to view more information.

Entity Name	Business ID	Type	Entity Status	Entity Creation Date
RPF Environmental, Inc.	156035	Corporation	Good Standing	3/27/1991

Records Returned 1 to 1

Important Note: The status reflected for each entity on this website only refers to the status of the entity's filing requirements with this office. It does not necessarily reflect the disciplinary status of the entity with any state agency. Requests for disciplinary information should be directed to agencies with licensing or other regulatory authority over the entity.

Department of Administrative Services
Division of Procurement and Support Services
Bureau of Purchase & Property

REQUEST FOR CONTRACT EXTENSION

DATE: July 13, 2016

CONTRACT: Asbestos Testing and Monitoring

CONTRACT NO.: 8001598 – RPF Environmental Inc VC # 157006

CONTRACT PERIOD: July 31, 2014 through July 31, 2016
EXENSION: August 1, 2016 through July 31, 2017

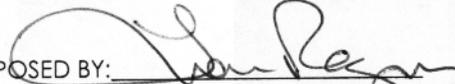
Questions: Loretta Razin, Purchasing Manager
Phone: 603-271- 0579, E-Mail: Loretta.Razin@NH.Gov

EXPLANATION

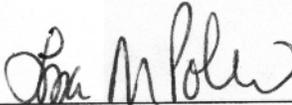
I am requesting the approval to exercise a 1-year extension provision as allowed for statewide contract 8001598. The current contract was implemented on July 31, 2014 for two (2) years with additional extensions, as a result of RFB #1651-15.

I have recently been in contact with NH Dept. of Transportation, NH Dept. of Environmental Services and NH Dept. of Fish & Game and we have they have determined that by extending this contract will allow additional time to rewrite specifications to add lead testing & monitoring. The estimated spend on this contract is \$81,700 annually.

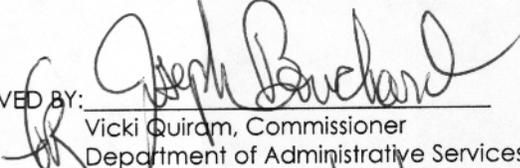
The vendor has agreed to extend under the same terms, conditions and pricing structure. I have verified through System for Award Management that there are no records of debarment or exclusions listed. I recommend the extension of the contracted based on the information provided above and believe that to do so would be in the best interest of the State.

PROPOSED BY: 
Loretta Razin, Purchasing Manager
Bureau of Purchase and Property

DATE PROPOSED: 7/13/16

ENDORSED BY: 
Lisa Pollard, Director
Division of Procurement & Support Services

DATE ENDORSED: 7-13-16

APPROVED BY: 
Vicki Quiram, Commissioner
Department of Administrative Services

DATE APPROVED: 7/13/16