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STATE OF NEW HAMPSHIRE
THE ADJUTANT GENERAL'S DEPARTMENT

BUSINESS ADMINISTRATION
STATE MILITARY RESERVATION
4 PEMBROKE ROAD
CONCORD, NEW HAMPSHIRE 03301-5652

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The Adjutant General

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May 11, 2018

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

REQUESTED ACTION

The Adjutant General's Department respectfully requests approval to enter into a contract with Dec-Tam Corporation (vendor code #161665), 50 Concord Street, North Reading, Massachusetts 01864, for the purpose of the provision of lead remediation and related work at the Berlin, Manchester and Nashua Readiness Centers, in the amount of \$159,200.00, effective upon Governor and Council approval through September 30, 2018. **100% Federal Funds.**

Funds are available in the following appropriation:

02-10-12-120010-22450000 – Adjutant General's Department – Army Guard Facilities 100% Federal
-103-500736 FY 2018 \$159,200.00

EXPLANATION

The Adjutant General's Department received notification from the National Guard Bureau on December 16, 2016 that all indoor firing ranges inside readiness centers were to be closed and further, that industrial hygiene testing be performed at said locations. The testing was completed last summer and samples submitted to PSC-FOH Environmental Laboratory of Chicago, Illinois. The results reflected that lead remediation was necessary in the Berlin, Manchester and Nashua Armories.

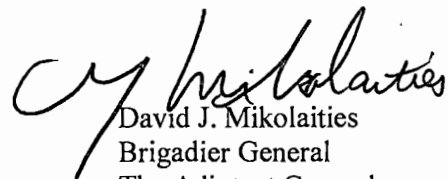
The Department consulted with RPF Environmental Testing and Consulting Services to develop a Scope of Services and for this remediation work. Requests for Quote were sent to three vendors with Dec-Tam Corporation submitting the lowest quote for all three locations.

His Excellency, Governor Christopher T. Sununu
and the Honorable Executive Council
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Federal Funds may be used to pay for these contract services and are provided to the State of New Hampshire - Adjutant General's Department by the National Guard Bureau pursuant to a Federal-State Master Cooperative Agreement for the mutual support of the New Hampshire Army National Guard. The contract agreement has been approved by the New Hampshire Department of Justice as to form, substance and execution.

Your approval is respectfully requested.

Respectfully Submitted,



David J. Mikolaities
Brigadier General
The Adjutant General

April 30, 2018

BID SUMMARY
Lead Remediation and Related Work
Berlin, Manchester and Nashua Readiness Centers

On February 22, 2018 Requests for Quotes for these services were sent to:

Dec-Tam Corporation
EnviroVantage
Advanced Building Systems

Dec-Tam and EnviroVantage provided the following quotes:

Company	Location	Materials	Labor	Total
Dec-Tam	Berlin	\$24,200.00	\$16,800.00	\$41,000.00
	Manchester	\$42,500.00	\$38,500.00	\$81,000.00
	Nashua	\$21,950.00	\$15,250.00	\$37,200.00
TOTAL		\$88,650.00	\$70,550.00	\$159,200.00

Company	Location	Materials	Labor	Total
EnVirovantage	Berlin	\$11,000.00	\$30,500.00	\$41,500.00
	Manchester	\$27,500.00	\$60,000.00	\$87,500.00
	Nashua	\$9,900.00	\$28,000.00	\$37,900.00
TOTAL		\$48,400.00	\$118,500.00	\$166,900.00

Advanced Building Systems decided not to give us a quote.

Jeanette Patten
Procurement Technician


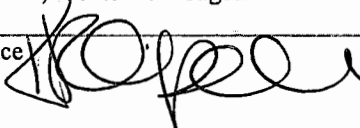
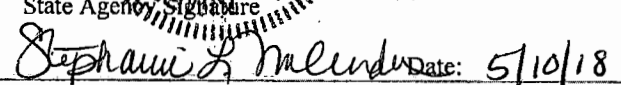

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name THE ADJUTANT GENERAL'S DEPARTMENT		1.2 State Agency Address 4 PEMBROKE ROAD CONCORD, NEW HAMPSHIRE 03301	
1.3 Contractor Name Dec-Tam Corporation		1.4 Contractor Address 50 Concord Street, North Reading, MA 01864	
1.5 Contractor Phone Number (978) 470-2860	1.6 Account Number 010-012-2245-103-500736	1.7 Completion Date September 30, 2018	1.8 Price Limitation \$159,200.00
1.9 Contracting Officer for State Agency Stephanie L. Milender		1.10 State Agency Telephone Number (603) 227-5094	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Brent Morgenstern, COO	
1.13 Acknowledgement: State of <u>Massachusetts</u> County of <u>Middlesex</u> On May <u>4</u> 2018, 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 1.13.1			
1.13.1 Signature of Notary Public or Justice of the Peace 			
1.13.2 Name and Title of Notary Public or Justice of the Peace Kimberly Volpe, CAO			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Stephanie L. Milender, Administrator	
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) (if applicable) By:  On: <u>5/10/18</u>			
1.18 Approval by the Governor and Executive Council (if applicable) 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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, 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 1.14 ("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. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. 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 notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and 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.

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 \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form 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 thirty (30) 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 provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) 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 unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

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.

EXHIBIT A
SCOPE OF SERVICES
NEW HAMPSHIRE ADJUTANT GENERAL'S DEPARTMENT
BERLIN, MANCHESTER AND NASHUA READINESS CENTERS

LEAD REMEDIATION & RELATED WORK

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PART 1 – GENERAL

1.1 PROJECT SCOPE-OF-WORK

- A. General: Furnish all labor, materials, equipment and perform all work required to safely perform surface cleaning in the areas designated by this specification. This work will include the removal, transport and legal disposal of all lead containing waste or potentially lead containing waste resulting from the work. All work is to be completed in accordance with the schedules stated herein, in the Contract Documents, and as designated by the New Hampshire Adjutant Generals Department (Owner). It is essential that all work be phased and scheduled as required to facilitate Owner's renovation and upgrade work. All work is to be completed in strict accordance with applicable local, State of New Hampshire (State), and federal codes and regulations and the requirements stated in this specification and Contract Documents.
- B. The locations and areas to be included in this scope of work are as follows:
- Manchester Readiness Center, 1059 Canal Street, Manchester, NH.
Lower Level, Locker Remediation Area
- Nashua Readiness Center, 154 Daniel Webster Highway, Nashua, NH
Dining Area, Storage Room, and East Side of Assembly Hall
- Berlin Readiness Center, 2169 Riverside Drive, Berlin, NH.
Storage Room 135 and West Side of Assembly Hall
- C. Reference full inspection reports for discussions and additional information and limitations of Owner survey.
- D. The work areas have or may have other regulated or hazardous materials present that are not covered in the Section including but not limited to asbestos, polychlorinated biphenyl (PCB)-containing materials, mercury, lead paint, guano, mold contamination, other hazardous materials and universal waste. Contractor's OSHA-competent person shall also inspect the work place for other potential hazardous building material during the work. If encountered during the work immediately notify Owner's Representative. Use only qualified, trained workers to properly remove, package, transport, and dispose (or recycle) of such material in strict compliance with all local, State, and Federal requirements.
- E. At all times, comply with all requirements of the Workmen's Compensation laws of New Hampshire and provide certificate of insurance to Owner. Contractor shall also maintain in full force and effect:
- a) Comprehensive General Liability insurance written on occurrence form, including complete operations and lead coverage, personal injury liability coverage, broad form property damage liability coverage, and contractual liability coverage insuring the agreements contained herein. Minimum limits of liability carried on such insurance shall be \$1,000,000 each occurrence, combined single limit for bodily injury and property damage.

- b) Pollution liability coverage, including lead specific coverage, with minimum limits of liability carried on such insurance shall be \$1,000,000 each occurrence, combined single limit for bodily injury and property damage.
- c) Automobile liability insurance for owned, non-owned, and hired vehicles. The minimum limit of liability carried on such insurance shall be \$250,000 each accident, combined single limit for bodily injury and property damage.

1.2 WORK SCHEDULES

- A. All work shall be completed in accordance with the schedule requirements as indicated by the Owner and as stated in the Contract Documents.
- B. All work shall be strictly coordinated and scheduled by the Contractor as indicated by and approved by Owner and the Owner's industrial hygiene consultant (IH Consultant). Work is to be phased as required to facilitate Owner operations, general occupancy of the site, and general construction activity. Contractor must provide proposed daily schedules to Owner and IH Consultant for each phase of work and each Owner work request. Adequate advance notice shall be provided to Owner and the IH Consultant prior to any schedule changes. Start and completion dates for the work and specific phasing requirements not otherwise specified herein shall be submitted to Owner and IH Consultant for approval.

1.3 CONTRACTOR ESTIMATES

- A. Estimates: Contractor shall conduct necessary field measurements and site review as deemed necessary by Contractor to delineate the scope of work and site conditions prior to submittal of bid. Contractor shall note on bid any discrepancies between Contractor field measurements and listings of work stated herein. It is the responsibility of the Contractor to verify all project information and site conditions as necessary to satisfy the Contractor as to the requirements of the work for each specific phase of the project. The Contractor must notify Owner and the IH Consultant of any conflicting information or clarifications required for the preparation of any bids, estimates, and submittal documentation. Unless otherwise stated by Owner, the Contractor is responsible for the removal of all designated lead at Owner facility, so designated by the Owner.

1.4 EXISTING CONDITIONS

- A. Prior to commencement of work, inspect areas in which work will be performed. Prepare a listing and photographs of damage to structure, surfaces, finishes, insulations, and equipment that could be misconstrued as damage resulting from the work. Contractor is responsible for all damages to equipment, furnishings, finishes and building surfaces in the work area and adjacent caused by the Contractor during abatement and general housecleaning. Contractor is responsible for completing all repairs to damaged items/surfaces caused by the work. In addition, all tape, adhesive, and other staining and damage must be fully repaired by Contractor to meet or exceed existing conditions.

1.5 POTENTIAL LEAD HAZARD

- A. Work involving lead-containing components may generate lead dust and debris and could therefore pose a potential health hazard to both workers and other building occupants. Because lead is a cumulative and persistent toxic substance and because lead-caused health effects may result from low levels of exposure over prolonged periods of time, engineering controls and good work practices must

be used to minimize employee exposure to lead. Therefore, workers must be made to realize the seriousness of non-approved procedures and their consequences.

- B. During the LP related work, if workers or other trades-people encounter and/or disturb existing lead-containing components, then appropriate safety and worker protection measures will be taken to ensure protection from potential lead exposure. These safety measures shall include those procedures contained herein, as applicable, and any additional controls not originally necessary. Safety measures shall be in accordance with all federal, state, and local regulations. Complete, and coordinate with Owner as applicable, all communication of hazards in strict accordance with 29 CFR 1926 and other applicable State and federal regulations for lead, asbestos, PCB, mercury, fluorescent light bulbs, and other anticipated hazards. The Contractor shall coordinate with the Owner and the IH Consultant to review all existing inspection records and testing results as needed.

1.6 CONTRACTOR USE OF PREMISES

- A. General: The Contractor shall limit his use of the site to the work indicated, to allow for Owner operations. Confine operations at the site to the specified work areas of the Specification. Take all precautions necessary to protect the site, buildings, any occupants, and surrounding areas from work-related hazards during the construction period. Maintain building in a safe and structurally sound condition throughout the work. Maintain access to the public and other trades in designated areas (for example, stairwells) as indicated herein and as otherwise noted by Owner. Provide additional barriers and site security as needed to accommodate such access. Use care to prevent damages to existing surfaces during installation of solid barriers, critical barriers and primary isolation barriers.
- B. Install solid barriers to prevent unauthorized access and visibility from adjacent, public or Owner-occupied areas as designated by Owner and using materials and construction methods approved by Owner. Contractor shall work in cooperation with and coordinate all work with Owner and the IH Consultant.

1.7 STOP WORK

- A. If Owner or the IH Consultant presents a written or verbal stop work order immediately and automatically stop all work. Do not recommence work until authorized in writing by Owner and IH Consultant.

1.8 PROJECT COORDINATION

- A. Site Supervisor: Provide a full-time Site Supervisor who is experienced in administration and supervision of lead remediation projects including work practices, protective measures for building and personnel, disposal procedures, etc. This person is the Contractor's Representative responsible for compliance with the specification and all applicable federal, state and local regulations, particularly those relating to lead related activities.
 - 1. Experience: The Site Supervisor must have a minimum of five (5) years on-the-job training in similar lead remediation procedures.
 - 2. Training: The Site Supervisor is to be (1) a Competent Person as required by OSHA in 29 CFR 1926, and (2) properly trained in lead paint related activities in accordance with 29 CFR 1926.62.

- B. Project Manager: Provide a qualified and experienced project manager to perform administrative and project management responsibilities and to serve as Contractor management point of contact in addition to the project supervisor.
- C. Pre-Construction Conference: An initial progress meeting, recognized as "Pre-Construction Conference" will be convened by Owner with Contractor prior to the start of work for each phase. This meeting will be held to review the scope-of-work, scheduling, coordination, and contractor plan of action and submittals and other applicable items.
- D. Daily Log: Maintain at the work area a daily log documenting the dates and time of but not limited to, the following items:
 - 1. Visitations; authorized and unauthorized
 - 2. Daily sign-in sheet for all personnel entering and leaving the work area (name, certification, expirations).
 - 3. Special or unusual events, i.e. barrier breaching, equipment failures, accidents
 - 4. Documentation of the following:
 - a) Supervisor's daily inspections and exposure monitoring test results
 - b) Work progress each day for each work area
 - c) Removal of waste material (number and type of containers) from each work area
 - d) Removal of waste from site including a copy of the accompanying waste shipment record
 - e) Decontamination of work area and equipment
 - f) Final inspection and air clearance results, and
 - g) Documentation of containment removal and final general housecleaning activity
 - 5. Complete and maintain daily log in accordance with applicable State and federal record keeping requirements. Provide access to logs to Owner and IH Consultant at all times and provide copies of logs with the submittal package in accordance with the construction submittal requirements.

1.9 STANDARDS

- A. The Contractor is advised to thoroughly review the documents referenced in this Section. Strict adherence to the hazardous materials, noise, air and water pollution regulations and requirements is required.

Code of Federal Regulations

- 29 CFR 1910, "Occupational Safety and Health Standards" (General Industry Standards)
- 29 CFR 1910.20, "Access to Employee Exposure and Medical Records"
- 29 CFR 1910.134, "Respiratory Protection"
- 29 CFR 1910.146, "Permit Required Confined Space"
- 29 CFR 1910.1200, "Hazard Communication"
- 29 CFR 1926, "Safety and Health Regulations for Construction" (Construction Industry Standards)
- 29 CFR 1926.62 "Lead-Construction"
- 40 CFR 117, "Determination of Reportable Quantities for Hazardous Substances"
- 40 CFR 122, "EPA Administered Permit Program: The National Pollutant Discharge Elimination System"

49 CFR 172, "Hazardous Waste Transportation"
49 CFR 261, "Identification and Listing of Hazardous Waste"
49 CFR 262, "Standards Applicable to Generators of Hazardous Waste"
49 CFR 263, "Standards Applicable to Transporters of Hazardous Waste"
49 CFR 268, "Land Disposal Restrictions"
49 CFR Part 745, EPA Lead Renovation, Repair and Painting (RRP) Rule

Occupational Safety and Health Administration OSHA
Booklet 3126 "Working with Lead in the Construction Industry"

National Institute for Occupational Health and Safety
NIOSH Method 7082, "Lead"

American Society for Testing and Materials
ASTM D3335, "Test Method for Low Concentration for Lead, Cadmium, and Cobalt in Paint by Atomic Absorption Spectroscopy"

Steel Structures Painting Council
SSPC Guide 61 (CON) Guide for Containing Debris Generated During Paint Removal Operations

State of New Hampshire
State of New Hampshire Public Health Services, NH Administrative Rule He-P 1600
Solid Waste Rules, N.H. Administrative Rules Ch. Env-Wm 400 and 500; and
all other applicable state rules, regulations, and statutes not limited to NH RSA 149-M and 147-A.

Local Town, City or County bylaws, rules and regulations

1.10 DEFINITIONS

- A. General Definitions: Definitions contained in this Section are not necessarily complete, but are general to the extent that they are not defined more explicitly elsewhere in the Contract Documents.
1. Action Level: Employee exposure, without regard to use of respirations, to an airborne concentration of lead of 30 micrograms per cubic meter of air averaged over an 8-hour period. As used in this section, "30 micrograms per cubic meter of air" refers to the action level.
 2. Area Monitoring: Sampling of lead concentrations within the lead control area and inside the physical boundaries which is representative of the airborne lead concentrations which may reach the breathing zone of personnel potentially exposed to lead.
 3. Physical Boundary: Area physically roped or partitioned off around an enclosed lead control area to limit unauthorized entry of personnel. As used in this section, "inside boundary" shall mean the same as "outside lead control area."

4. Certified Industrial Hygienist (CIH): As used in this section, refers to an Industrial Hygienist certified by the American Board of Industrial Hygiene in comprehensive practice.
5. Change Rooms and Shower Facilities: Rooms within the designated physical boundary around the lead control area equipped with separate storage facilities for clean protective work clothing and equipment and for street clothes which prevent cross- contamination.
6. Competent Person: A person capable of identifying lead hazards in the work area and is authorized by the contractor to take corrective action.
7. Decontamination Room: Room for removal of contaminated personal protective equipment (PPE).
8. Eight-Hour Time Weighted Average (TWA): Airborne concentration of lead averaged over an 8-hour workday to which an employee is exposed.
9. High Efficiency Particulate Air (HEPA) Filter Equipment: HEPA filtered vacuuming equipment with a UL 586 filter system capable of collecting and retaining lead-contaminated dust. A high efficiency particulate filter means 99.97 percent efficient against 0.3-micron size particles.
10. Lead: Metallic lead, inorganic lead compounds, and organic lead soaps. Excluded from this definition are other organic lead compounds.
11. Lead Control Area: An enclosed area or structure with full containment to prevent the spread of lead dust, paint chips, or debris of lead-containing paint removal operations. The lead control area is isolated by physical boundaries to prevent unauthorized entry of personnel.
12. Lead Permissible Exposure Limit (PEL): Fifty micrograms per cubic meter of air as an 8-hour time weighted average as determined by 29 CFR 1910.1025. If an employee is exposed for more than 8 hours in a work day, the PEL shall be determined by the following formula. $PEL \text{ (micrograms/cubic meter of air)} = 400/\text{No. of hrs. worked per day}$
13. Personnel Monitoring: Sampling of lead concentrations within the breathing zone of an employee to determine the 8-hour time weighted average concentration in accordance with 29 CFR 1910.1025. Samples shall be representative of the employee's work tasks. Breathing zone shall be considered an area within a hemisphere, forward of the shoulders, with a radius of 150 mm to 225 mm (6 to 9 inches) and the center at the nose or mouth of an employee.

1.11 SUBMITTAL REQUIREMENTS

- A. Submittal Schedule: Submittals will be provided by the Contractor as specified herein including (1) Preconstruction Submittal Documentation prior to start of work and (2) Project Closeout Submittals within 25 days upon completion of on-site work.
- B. Submittal Preparation
 1. Package and furnish to Owner and IH Consultant each submittal appropriately. Submittal packages shall be in a neat and orderly fashion, will include an index, and shall be compiled in the order requested herein. Clearly mark and label all sections of the submittal documents.

2. In the event that a submittal package does not meet the requirements herein the submittal may not be accepted and the Contractor will make necessary revisions and re-submit the submittal documents.
3. By "approval" or acceptance of submittals, Owner and IH Consultant do not express or claim any certification of completeness, compliance, or approval of programs and documentation, not limited to review of analytical results, historical information, regulatory compliance, and interpretations. Contractor is solely responsible for compliance with Specification and regulatory requirements associated with the work and submittal documentation.

C. Preconstruction Submittal Documentation

1. Provide the following Preconstruction Submittal Documentation prior to the start of each phase of work:
 - a) Waste Hauler and Landfill Permits and notifications. Submit names, address, and licenses/permits for the waste hauler(s) and disposal facilities.
 - b) Names, addresses, experience, and references for any subcontractors the Contractor proposes to utilize for Work. Indicate if any workers or supervisors to be used for Work are subcontracted labor.
 - c) Names and 24-hour phone numbers for Project Supervisor and other key personnel for the Contractor. Post emergency contact information at Decontamination Unit entrance.
 - d) List of personnel to be on-site. Copies of all supervisor, and worker training and certifications required in accordance with this Specification.
 - e) Notarized Certifications: Submit notarized certification signed by an officer of the Contract stating that exposure measurements, respiratory protection programs, medical surveillance, worker training, and recordkeeping has and will be completed and maintained during the Work for all involved personnel in accordance with 29 CFR Part 1926 and other applicable State and federal regulations.
 - f) Certify the dates for primary and secondary HEPA filter changes for all negative air units.
 - g) Level of respiratory protection anticipated for each operation required by the project. Include supporting documentation of previous exposure monitoring on a sufficient number similar project and operations in accordance with OSHA requirements.
 - h) Lead Dust & Debris Cleanup Plan:
 - a. Submit a detailed job-specific plan of the work procedures to be used in the removal of lead-containing dust and debris. The plan shall include a sketch showing the location, size, and details of lead control areas, location and details of decontamination rooms, change rooms, shower facilities, and mechanical ventilation system.
 - b. Include in the plan, eating, drinking, smoking and restroom procedures, interface of trades, sequencing of lead related work, collected wastewater and paint debris disposal plan, air sampling plan, respirators, protective equipment, and a detailed description of the method of containment of the operation to ensure that airborne lead concentrations

of 30 micrograms per cubic meter of air are not exceeded outside of the lead control area.

- i) Safety Data Sheets: for all materials to be used on-site not limited to encapsulants, spray adhesives, and other related work material. Note: It is Contractor's responsibility to notify all other contractors and parties in accordance with applicable OSHA hazard communication regulations.
- j) Contingency Plan: Prepare a site-specific contingency plan for emergencies including fire, accident, power failure, pressure differential system failure, supplied air system failure, or any other event that may require modification or abridgement of decontamination or work area isolation procedures. Include in plan specific procedures for decontamination or work area isolation. Note that nothing in this specification should impede safe exiting or providing of adequate medical attention in the event of an emergency. The emergency contingency plan must be in accordance (meet or exceed the requirements of) with applicable OSHA requirements.
- k) Other submittals required by the Contract Documents or as indicated by Owner.

D. Closeout Submittals

- 1. The following Closeout Submittals will be provided upon substantial completion of work.
 - a) Copies of all daily logs in accordance with Section 1.9 Project Coordination of this specification;
 - b) A copy of each waste shipment record, hazardous waste manifest, and chain-of-custody form, signed by the transporter and disposal facility operator, indicating that waste was packaged and disposed of properly. Include a description of any temporary storage facilities used including, dates, times, and locations of temporary storage. Note: copies of waste shipment records in progress shall also be provided to IH Consultant and Owner immediately upon removal of waste from site.
 - c) Complete copy of all revisions and changes to the Pre-Construction Submittals.
 - d) Copy of other written construction documents such as Change Orders and work modifications issued in printed form during construction. Mark these documents and a site drawing to show the work completed and to show substantial variations in actual work performed in comparison with the text of the Specifications and modifications.

1.12 AIR MONITORING

- A. Ambient Area Air Monitoring: IH Consultant will monitor ambient area lead in air in and around the Work Area. The purpose of this air monitoring will be to detect airborne lead concentrations that may challenge the ability of the Work Area isolation procedures to protect the balance of the building or outside of the building from contamination by airborne lead and to monitor concentrations outside the containment or work area perimeter.
- B. Clearance Air Monitoring: Refer to Work Area Clearance section of this specification.

C. Stop Action Levels

1. Inside Work Area: Maintain an average airborne concentration in the Work Area of less than 50 micrograms per cubic meter of air (ug/m³). If the lead in air concentration rise above this figure for any sample taken, revise work procedures and engineering controls to lower concentration.
2. Outside Work Area: If any air sample taken outside of the Work Area exceeds 30 ug/m³, immediately and automatically stop all work except corrective action necessary to address elevated concentrations. If it is determined by Owner or IH Consultant that the elevated concentration was the result of a failure of Work Area isolation measures or Contractor work methods, initiate the following actions:
 - a) Erect additional critical barriers to isolate the affected area
 - b) Install HEPA filtration negative air units in affected area
 - c) Decontaminate the affected area in accordance with appropriate cleaning procedures.
 - d) Require that respiratory protection and personal protective equipment is used in affected area until area is cleared for re-occupancy in accordance with the work area clearance requirements.
3. Effect on Contract Sum: Complete corrective work with no change in the Contract Price or Sum if high airborne fiber counts were caused by Contractor activities.

D. Analytical Methods: Lead in air sample analysis will be performed using the NIOSH 7082 method at an off-site laboratory. Also see Work Area Clearance section

E. OSHA Monitoring and Additional Testing:

1. Additional Testing: The Contractor may conduct his own air monitoring and laboratory testing. If he elects to do this the cost of such air monitoring and laboratory testing shall be at no additional cost to Owner.
2. OSHA Compliance and Ambient Area Monitoring: Contractor must provide for collection and laboratory analysis services of Contractor's OSHA personal exposure samples, including daily TWA and STEL monitoring for lead.

1.13 WORKER PROTECTION

- A. Before exposure to lead-contaminated dust, provide workers with a comprehensive medical examination as required by 29 CFR 1926.62 (I) (1) (i) & (ii). The examination shall not be required if adequate records show that employees have been examined as required by 29 CFR 1926.62(I) within the last year.
- B. Medical Records: Maintain complete and accurate medical records of employees in accordance with 29 CFR 1910.20.
- C. Training: Train each employee performing paint removal, disposal, and air sampling operations prior to the time of initial job assignment, in accordance with 29 CFR 1926.62.
- D. Training Certification: Submit certificates signed and dated by the CIH and by each employee stating that the employee has received training.

E. Respiratory Protection Program:

- a. Furnish each employee required to wear a negative pressure respirator or other appropriate type with a respirator fit test at the time of initial fitting and at least every 6 months thereafter as required by 29 CFR 1926.62.
- b. Establish and implement a respiratory protection program as required by 29 CFR 1910.134, 29 CFR 1910.1025, and 29 CFR 1926.62.
- c. Hazard Communication Program: Establish and implement a Hazard Communication Program as required by 29 CFR 1910.1200.

F. Hazardous Waste Management: The Hazardous Waste Management plan shall comply with applicable requirements of Federal, State, and local hazardous waste regulations and address:

- a. Identification of hazardous wastes associated with the work.
- b. Estimated quantities of wastes to be generated and disposed of.
- c. Names and qualifications of each contractor that will be transporting, storing, treating, and disposing of the wastes. Include the facility location and a 24-hour point of contact.
- d. Names and qualifications (experience and training) of personnel who will be working on-site with hazardous wastes.
- e. List of waste handling equipment to be used in performing the work, to include cleaning, volume reduction, and transport equipment.
- f. Spill prevention, containment, and cleanup contingency measures to be implemented.
- g. Work plan and schedule for waste containment, removal and disposal. Wastes shall be cleaned up and containerized daily.
- h. Cost for hazardous waste disposal according to this plan.

G. Safety and Health Compliance:

- a. In addition to the detailed requirements of this specification, comply with laws, ordinances, rules, and regulations of federal, state, and local authorities regarding removing, handling, storing, transporting, and disposing of lead waste materials. Comply with the applicable requirements of the current issue of 29 CFR 1910.1025. Submit matters regarding interpretation of standards to the Contracting Officer for resolution before starting work.
- b. Where specification requirements and the referenced documents vary, the most stringent requirements shall apply.

PART 2 - PRODUCTS

2.1 PRODUCTS

- O. Provide OWNER with SDS for any materials to be used on sight in accordance with OSHA regulations. Coordinate the approval and use of any such materials, not limited to approval

regarding compatibility with any scheduled replacement materials as applicable. All SDSs shall be GHS compliant per OSHA regulations 1910.1200.

PART 3 – EXECUTION

3.1 TEMPORARY ENCLOSURES

A. Control Access: Isolate the Work Area to prevent entry by building occupants and the public into Work Area. Notify the Owner of all doors and other openings that must be secured to isolate Work Area. Maintain safety access to stairwells and building exits. Construct work area containments and isolation barriers as required allowing for Owner operations and as approved by Owner.

1. Secured Access: Arrange Work Area so that the only access into Work Area is through securable doors to personnel and equipment decontamination units.
2. Solid Construction Barriers: Provide solid construction barriers as indicated by Owner to prohibit unauthorized access and visibility by adjacent occupants and public. At a minimum provide solid barriers as necessary to isolate all work areas with abatement activity from portions of the building to maintain normal Owner operations.
3. Provide Warning Signs at each door and barrier leading to Work Area reading as follows:

Legend:

DANGER
KEEP OUT
BEYOND THIS POINT
CONSTRUCTION WORK
IN PROGRESS

4. Immediately inside door (leading to Work Area) and outside all accessible critical barriers post a manufactured lead danger sign, approximately 20 inches by 14 inches, displaying the following legend with letter sizes and styles of a visibility required by 29 CFR 1926:

LEGEND

LEAD HAZARD
KEEP OUT
AUTHORIZED PERSONNEL ONLY
RESPIRATORS AND PROTECTIVE CLOTHING
ARE REQUIRED IN THIS AREA

- B. Boundary Requirements: Provide physical boundaries around the lead control area by roping off the area designated on the drawings or providing curtains, portable partitions or other enclosures to ensure that airborne concentrations of lead will not reach 30 micrograms per cubic meter of air outside of the lead control area.
- C. Heating, Ventilating and Air Conditioning (HVAC) Systems: Shut down, lock out, and isolate HVAC systems that supply, exhaust, or pass through the lead control areas. Seal intake and exhaust vents in the lead control area with 6-mil plastic sheet and tape. Seal seams in HVAC components that pass through the lead control area.
- D. Change Room and Shower Facilities: Provide clean change rooms and shower facilities within the physical boundary around the designated lead control area in accordance with requirements of 29 CFR 1926.62.

E. Mechanical Ventilation System:

- a. Use adequate ventilation to control personnel exposure to lead in accordance with 29 CFR 1926.57.
 - b. To the extent feasible, use fixed local exhaust ventilation connected to HEPA filters or other collection systems. Local exhaust ventilation systems shall be designed, constructed, installed, and maintained in accordance with ANSI Z9.2.
 - c. If air from exhaust ventilation is recirculated into the work place, the system shall have a high efficiency filter with reliable back-up filter and controls to monitor the concentration of lead in the return air and to bypass the recirculation system automatically if it fails. Air may be recirculated only where exhaust to the outside is not feasible.
- F. Personnel Protection: Personnel shall wear and use protective clothing and equipment as specified herein. Eating, smoking, or drinking is not permitted in the lead control area. No one will be permitted in the lead control area unless they have been given appropriate training and protective equipment.
- G. Warning Signs: Provide warning signs at approaches to lead control areas. Locate signs at such a distance that personnel may read the sign and take the necessary precautions before entering the area. Signs shall comply with the requirements of 29 CFR 1926.62.

3.2 LEAD CONTAMINATED DUST CLEANUP

- A. Clean all debris that may be encountered during work impacting surfaces where LP is present from the floor area and elevated surfaces using a combination of HEPA vacuuming and wet wiping methods. All designated wood walls and other building components designated for disposal within the work area will be removed and disposed in accordance with this specification.
- B. Perform continuous cleaning in work area. This work will be repeated until all visual debris has been removed from substrate. Do not allow dry sweeping in work area. Continually mist work area with water to contain lead contaminated dust dispersal during lead enclosure work and debris collection process. All waste generated during the removal process will be packaged into appropriate waste containers and segregated for testing for proper disposal or disposal as hazardous waste.
- C. Maintain all work area isolation and controls during work of this section. The Contractor shall conduct ongoing inspections of the work area, adjacent areas and surrounding areas, as applicable, for containment breaches, leaks or other containment failures. In the event breaches or potential breaches are identified, immediately repair the containment barriers as needed and complete all clean up and decontamination work.
- D. Other Safety: As applicable, comply with all appropriate safety procedures during Work in accordance with industry standards and all applicable OSHA regulations including but not limited to: confined space work safety procedures in accordance with 29CFR Part 1910.146; proper personal protective equipment; worker safety training and written programs per current OSHA requirements; fall protection; lockout tag out; and take precautions to avoid burns and heat stress when working in areas of hot equipment and excessive heat as applicable.

3.3 DISPOSAL

- A. All lead contaminated waste material will be sampled for lead content using Toxicity Characteristic Leaching Procedures (TCLP) testing to determine if the material meets the definition of a lead hazardous waste in accordance with 40 CFR 261. Resulting waste that does not meet the definition of a lead hazardous waste will be disposed of in accordance with all local, state and federal regulations. Waste which meets the definition of a lead hazardous waste will be disposed of as follows;
- a. Collect lead-contaminated waste, scrap, debris, bags, containers, equipment, and lead-contaminated clothing which may produce airborne concentrations of lead particles. Label the containers in accordance with 29 CFR 1926.62. Dispose of lead-contaminated waste material at an EPA approved hazardous waste treatment, storage, or disposal facility.
 - b. Store waste materials in U.S. Department of Transportation (49 CFR 178) approved 55-gallon drums. Properly label each drum to identify the type of waste (49 CFR 172) and the date the drum was filled. The Owner or an authorized representative will assign an area for interim storage of waste-containing drums. Do not store hazardous waste drums in interim storage longer than 90 calendar days from the date affixed to each drum.
 - c. Handle, store, transport, and dispose lead or lead-contaminated waste in accordance with 40 CFR 260, 40 CFR 261, 40 CFR 262, 40 CFR 263, 40 CFR 264, and 40 CFR 265. Comply with land disposal restriction notification requirements as required by 40 CFR 268.
 - d. Disposal Documentation Submit written evidence that the hazardous waste treatment, storage, or disposal facility (TSD) is approved for lead disposal by the EPA and state or local regulatory agencies. Submit one copy of the completed manifest, signed and dated by the initial transporter in accordance with 40 CFR 262.

3.4 WORK AREA CLEARANCE

- A. Contractor shall perform on going and clearance work area inspections as needed to ensure compliance with this specification and all applicable regulations. IH Consultant will also perform clearance testing following completion of Contractor's work and cleanup efforts. IH Consultant shall perform final dust wipe and air sampling for each LP work area as follows:
1. Visual inspection of surfaces shows no visible paint remaining on substrates
 2. No visible dust or paint debris present
 3. Airborne concentrations of lead have been reduced to below detectable limits, and
 4. Surface dust wipe samples must meet the US Department of Housing and Development Guidelines for the Evaluation and Control of Lead Based Paint Hazards in Housing clearance standard for dust of 40 ug/ft² on floors, 250ug/ft² on interior window sills and 400 ug/ft² on interior window wells.

END

**RSTATE OF NEW HAMPSHIRE
THE ADJUTANT GENERAL'S DEPARTMENT**

**EXHIBIT B, P37 AGREEMENT
THE CONTRACT PRICE, METHOD OF PAYMENT AND TERMS OF PAYMENT**

**SUBJECT: TO PROVIDE LEAD REMEDIATION AND RELATED WORK
BERLIN, MANCHESTER AND NASHUA READINESS CENTERS**

The Contract Price

The Adjutant General's Department will pay the contractor a maximum total of \$ 159,200.00. This amount shall not be exceeded without issuance of an amendment to this agreement and approval by the Governor and Executive Council of the State of New Hampshire.

The undersigned, having carefully examined the specifications for the referenced services, hereby proposes to furnish all materials and to perform all work for the above-captioned project in strict accordance with said specifications for the following price amount.

Total price for materials	\$ 88,650.00
Total price for labor:	\$ 70,550.00
Total contract price:	\$159,200.00

Method of Payment

Payment will be made within 30 days after receipt of a proper invoice.

Payment shall be made by mailing a bank draft to the address specified in the General Provisions 1.4 of this agreement.

Invoices will be submitted by the contractor to:

The Adjutant General's Department
BA Office
4 Pembroke Road, Bldg. C
Concord, NH 03301-5652

Terms of Payment

The Adjutant General's Department will pay the contractor the noted above after the work performed is accepted as complete by The Adjutant General's Department.

**STATE OF NEW HAMPSHIRE
THE ADJUTANT GENERAL'S DEPARTMENT**

EXHIBIT C, SPECIAL PROVISIONS

**SUBJECT: Lead Remediation and Related Work – Berlin, Manchester
and Nashua Readiness Centers**

The following special provisions modify, change, delete or add to the General Provisions of the agreement. Where any part of the General Provisions is modified or voided by these Special Provisions, the unaltered provisions for that part shall remain in effect.

1. This agreement is funded, wholly or in part, by monies of the Federal Government of the United States; therefore, all parts and provisions of this agreement that refer to contract which are funded in any part by the federal government are applicable to this agreement.

2. The term "Contracting Officer" as used in this agreement shall mean the State's Contracting Officer as is specified at item #1.9 of the General Provisions of this agreement or his authorized representative. No individual shall be an authorized representative of the Contracting Officer unless he or she is so appointed in writing by the Contracting Officer, in which case such written appointment shall be provided to the Contractor.

3. The Contractor shall be responsible to correct, at his own cost and expense, defective work, or damaged property when defects and damage are caused by the Contractor's employees, equipment or supplies. The Contracting Officer may withhold all, or part of, payments due to the Contractor until defective work or damaged property caused by the Contractor, his employees, equipment or materials, is placed in satisfactory condition

4. **General Provisions** are amended as follows:

a. **Provision 7. PERSONNEL sub-part 7.2:** Delete the period at the end of the provision, and add the following:

"or who is a National Guardsperson or who is a federal employee of the National Guard."

b. **Provision 9. DATA: ACCESS; CONFIDENTIALITY; PRESERVATION:** Add the following sub-part:

9.4 Between the Effective Date and three (3) years after the Completion Date, as often as the State or Federal Government shall demand, the Contractor shall make available for audit purposes, all records that pertain to this Agreement. Upon demand the contractor shall provide copies of such documents which may include invoices, payrolls, records of personnel, and other information relating to all matters covered in this agreement.

c. Provision 14. INSURANCE AND BOND: *Add* the following sub-sub-part:

14.1.3 Insurance against all claims arising from the Contractor's use of automobiles in the conduct of this agreement, in amounts of not less than \$250,000.00 per person bodily injury liability, \$500,000.00 per occurrence bodily injury liability and \$50,000.00 property damage liability.

5. GOVERNING REGULATIONS:

Title 2 Code of Federal Regulations (CFR) Part 200, and **NGR 5-1**, shall govern this Agreement and include the following terms and conditions:

Nondiscrimination.

The Grantee covenants and agrees that no person shall be subject to discrimination or denied benefits in connection with the State's performance under the MCA. Accordingly, and to the extent applicable, the Grantee covenants and agrees to comply with the following national policies prohibiting discrimination:

- a. On the basis of race, color or national origin, in Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d et seq.), as implemented by DoD regulations at 32 CFR Part 195.
- b. On the basis of race, color or national origin, in Executive Order 11246 as implemented by Department of Labor regulations at 41 CFR Chapter 60.
- c. On the basis of sex or blindness, in Title IX of the Education Amendments of 1972 (20 U.S.C. Section 1681, et seq.), as implemented by DoD regulations at 32 CFR Part 196.
- d. On the basis of age, in The Age Discrimination Act of 1975 (42 U.S.C. Section 6101, et seq.), as implemented by Department of Health and Human Services regulations at 45 CFR Part 90.
- e. On the basis of handicap, in Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as implemented by Department of Justice regulations at 28 CFR part 41 and DoD regulations at 32 CFR Part 56.

Lobbying.

- a. The state covenants and agrees that it will not expend any funds appropriated by Congress to pay any person for influencing or attempting to influence an officer or employee of any agency, or a Member of Congress in connection with any of the following covered federal actions. The awarding of any federal contract; the making of any federal grant; the making of any federal loan; the entering into of any CA; and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or Cooperative Agreement.

b. The Final Rule, New Restrictions on Lobbying, issued by the Office of Management and Budget and the Department of Defense (32 CFR Part 28) to implement the provisions of Section 319 of Public Law 101-121 (31 U.S.C. Section 1352) is incorporated by reference and the state agrees to comply with all the provisions thereof, including any amendments to the Interim Final Rule that may hereafter be issued.

Drug-Free work Place.

The Grantee covenants and agrees to comply with the requirements regarding drug-free workplace requirements in of 32 CFR Part 26, which implements Section 5151-5160 of the Drug-Free Workplace act of 1988 (Public Law 100-690, Title V, Subtitle D; 41 U.S.C. 701, et seq.).

Environmental Protection.

a. The Grantee covenants and agrees that its performance under this Agreement shall comply with:

- (1) The requirements of Section 114 of the Clean Air Act (42 U.S.C. Section 7414);
- (2) Section 308 of the Federal Water Pollution Control Act (33 U.S.C. Section 1318), that relates generally to inspection, monitoring, entry reports, and information, and with all regulations and guidelines issued thereunder;
- (3) The Resources Conservation and Recovery Act (RCRA);
- (4) The Comprehensive Environmental Response, Compensation and Liabilities Act (CERCLA);
- (5) The National Environmental Policy Act (NEPA);
- (6) The Solid Waste Disposal Act (SWDA));
- (7) The applicable provisions of the Clean Air Act (42 U.S.C. 7401, et seq.) and Clean Water Act (33 U.S.C. 1251, et seq.), as implemented by Executive Order 11738 and Environmental Protection Agency (EPA) rules at 40 CFR Part 31;
- (8) To identify any impact this award may have on the quality of the human environment and provide help as needed to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C. 4321, et seq.) and any applicable federal, state or local environmental regulation.

b. In accordance with the EPA rules, the parties further agree that the Grantee shall also identify to the awarding agency (NGB) any impact this award may have on:

- (1) The quality of the human environment, and provide help the agency may need to comply with the National Environmental Policy Act (NEPA, at 42 U.S.C 4321, et seq.) and to prepare Environment Impact Statements or other required environmental documentation. In such cases, the recipient agrees to take no action that will have an adverse environmental impact (e.g., physical disturbance of a site such as breaking of ground) until the agency provides written notification of compliance with the environmental impact analysis process.

(2) Flood-prone areas, and provide help the agency may need to comply with the National Flood Insurance Act of 1968 and Flood Disaster Protection Act of 1973 (42 U.S.C. 4001, et seq.), which require flood insurance, when available, for federally assisted construction or acquisition in flood-prone areas.

(3) Coastal zones, and provide help the agency may need to comply with the Coastal Zone Management Act of 1972 (16 U.S.C. 1451, et seq.), concerning protection of U.S. coastal resources.

(4) Coastal barriers, and provide help the agency may need to comply with the Coastal Barriers Resource Act (16 U.S.C. 3501 et seq.), concerning preservation of barrier resources.

(5) Any existing or proposed component of the National Wild and Scenic Rivers System, and provide help the agency may need to comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. 1271 et seq.).

(6) Underground sources of drinking water in areas that have an aquifer that is the sole or principal drinking water source, and provide help the agency may need to comply with the Safe Drinking Water Act (42 U.S.C. 300H-3).

Use of United States Flag Carriers.

a. The state covenants and agrees that travel supported by U.S. Government funds under this agreement shall use U.S.-flag air carriers (air carriers holding certificates under 49 U.S.C. 41102) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) and the inter-operative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

b. The state agrees that it will comply with the Cargo Preference Act of 1954 (46 U.S.C. Chapter 553), as implemented by Department of Transportation regulation at 46 CFR 381.7, and 46 CFR 381.7(b).

Debarment and Suspension.

Non-federal entities and contractors are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, sub awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. The grantee agrees to comply with the DOD implementation of 2 CFR Part 180 (at 2 CFR Part 1125) by checking the Excluded Parties List System (EPLS) at www.sam.gov to verify contractor eligibility to receive contracts and subcontracts resulting from this Agreement. The grantee and sub recipients shall not solicit offers from, nor award contracts to contractors listed in EPLS. This verification shall be documented in the grantee and sub recipient contract files, and shall be subject to audit by the grantor and Federal/State audit agencies

Buy American Act.

The state covenants and agrees that it will not expend any funds appropriated by Congress without complying with The Buy American Act (41 U.S.C.10a et seq.). The Buy American Act gives preference to domestic end products and domestic construction material. In addition, the Memorandum of Understanding between the United States of America and the European Economic Community (EEC) on Government Procurement, and the North American Free Trade Agreement (NAFTA), provide that EEC and NAFTA end products and construction materials are exempted from application of the Buy American Act.

Uniform Relocation Assistance and real Property Acquisition Policies.

The state covenants and agrees that it will comply with CFR 49 part 24, which implements the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. Section 4601 et seq.) and provides for fair and equitable treatment of persons displaced by federally assisted programs or persons whose property is acquired as a result of such programs.

Copeland "Anti-Kickback" Act.

The state covenants and agrees that it will comply with the Copeland "Anti-Kickback" Act (18 U.S.C. Section 874) as supplemented in Department of Labor regulations (29 CFR Part 3). As applied to this agreement, the Copeland "Anti-Kickback" Act makes it unlawful to induce, by force, intimidation, threat of procuring dismissal from employment, or otherwise, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment.

Contract Work Hours and Safety Standards Act.

The state covenants and agrees that it will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5). As applied to this agreement, the Contract Work Hours and Safety Standards Act specifies that no laborer or mechanic doing any part of the work contemplated by this agreement shall be required or permitted to work more than 40 hours in any workweek unless paid for all additional hours at not less than 1.5 times the basic rate of pay.

STATE OF NEW HAMPSHIRE
THE ADJUTANT GENERAL'S DEPARTMENT

EXHIBIT D - Environmental Management System
Notice for Contractors and Contractor employees

The New Hampshire Army National Guard (NHARNG) has implemented an environmental Management System (eMS), in accordance with Executive Orders 13423 and 13514, to guide its operations in an environmentally sound manner. Under its eMS, the NHARNG has identified significant activities, products or services that can interact with the environment (known as aspects) and potential environmental impacts from its operations. The significant environmental aspects are listed below:

- Energy Use
- Vehicle Travel (fleet) Between Work Stations

These significant aspects and their associated impacts are closely monitored by the NHARNG. Further, the NHARNG is tracking the success of the implementation plans established to achieve the NHARNG's objectives.

For the purposes of this notice, applicability is limited to those actions that the contractor or subsequent employees are likely to perform on NHARNG properties.

The primary purpose of this notice is to communicate the three basic tenets of the NHARNG's eMS policy:

- eMS (ISO 14001) is the management system the NHARNG uses to implement the Adjutant General's Environmental Policy;
- The eMS Environmental Policy commits the NHARNG to comply with environmental laws and regulations, to prevent pollution and to promote continual improvement of the eMS; and
- Contractors are responsible for knowing the environmental impacts of their services, and must understand the management requirements for any activities that could affect any of NHARNG's significant aspects, or that could result in potential environmental impacts.

Energy Use

The NHARNG is committed to reducing its consumption of energy. Reducing energy consumption may be realized by turning off electrical equipment when not in use, or reducing heating temperatures/increasing cooling temperatures, using alternative fuels (if available, such as E85 or biodiesel), etc. Contracts that include the use or installation of equipment will seek the most energy efficient technology within the scope of the contract.

Vehicle Travel (fleet) Between Work Stations

The NHARNG is committed to preventing pollution through monitoring of Federal GSA Fleet vehicle usage. Usage of fleet vehicles by contractors is prohibited.

Significant aspects likely to be affected by contractor's activities, products, or services:
(To be discussed at the Kickoff meeting)

Review of specific contract provisions related to environmental aspects:
(To be discussed at the Kickoff meeting)

Contact Information:

The Adjutant General's Dept. Environmental Staff (603) 227-1439

Resources Provided Upon Contractor Request:

NHARNG Integrated Cultural Resources Management Plan (ICRMP)

NHNG Green Procurement Plan

Facility Specific Integrated Contingency Plans (ICPs); established for the State Military Reservation, Manchester RC / FMS, Army Aviation Support Facility (AASF)

NHARNG Hazardous Waste Management Plan

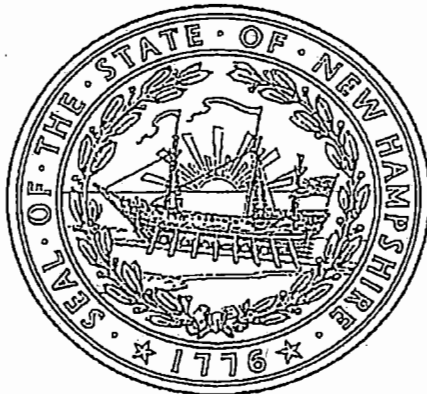
State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that DEC-TAM CORPORATION is a Massachusetts Profit Corporation registered to transact business in New Hampshire on January 19, 1984. 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: 75143

Certificate Number : 0004085992



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 19th day of April A.D. 2018.

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

William M. Gardner
Secretary of State



Dec-Tam Corporation

Special Meeting April 18, 2018

A special Meeting of the Corporation was held at Corporate Offices,
50 Concord Street, North Reading, Massachusetts.

The meeting was called to order at 1:30pm by Brian Fitzsimons, President.
All shareholders were present or represented.

Upon motion duly made and seconded, it was voted:

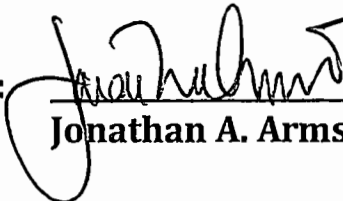
To allow Jonathan A. Arms and Steven Dolfe
to utilize the signature stamp for corporate checks up to \$50,000,
contingent upon a second person being present
and to sign the witness sheet for all uses of the signature stamp.

To allow Jonathan A. Arms to sign contracts, regulatory forms, bids, lien waivers,
and corporate license applications on behalf of the Corporation.

To allow Brenton D. Morgenstern to sign contracts (after review by Jonathan A. Arms)
and to sign regulatory forms, bids, lien waivers,
and corporate license applications on behalf of the Corporation.

There being no further business to be discussed, the meeting adjourned at 1:45pm.

ATTEST:

 4/18/2018
Jonathan A. Arms, Secretary

NOTEPAD:

HOLDER CODE NHADJ-1
INSURED'S NAME Dec-Tam Corporation;

DECTA-1
OP ID: AT

PAGE 2
Date 05/02/2018

INSURED LIMITS ARE NO GREATER THAN THOSE REQUIRED BY WRITTEN CONTRACT."
State of New Hampshire as additional insured.

Username

[Forgot Username?](#)

Password

[Forgot Password?](#)

[Log In](#)
[Create an Account](#)

ALERT: You must submit a [notarized letter](#) appointing the authorized Entity Administrator before your registration will be activated. This requirement now applies to both new and existing entities. Read [our FAQs](#) to learn more about this process change.

Search Results

Current Search Terms: dec-tam corporation*

Your search for ""dec-tam"corporation*" returned the following results...

Notice: This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

Entity	DEC-TAM CORPORATION	Status: Active
DUNS: 031370190	CAGE Code: 1GF71	View Details
Has Active Exclusion?: No	DoDAAC:	
Expiration Date: 01/09/2018	Debt Subject to Offset? No	
Purpose of Registration: All Awards		

*Department
Dec-Tam*



- Search Records
- Data Access
- Check Status
- About
- Help
- Disclaimers
- Accessibility
- Privacy Policy
- FAPIIS.gov
- GSA.gov/IAE
- GSA.gov
- USA.gov

IBM v1.P.13.20180427-1347
 WWW7

This is a U.S. General Services Administration Federal Government computer system that is "FOR OFFICIAL USE ONLY." This system is subject to monitoring. Individuals found performing unauthorized activities are subject to disciplinary action including criminal prosecution.



NATIONAL GUARD BUREAU
111 SOUTH GEORGE MASON DRIVE
ARLINGTON VA 22204-1373

NGB-ZA

6 December 2016

MEMORANDUM FOR The Adjutants General of all States, Puerto Rico, the US Virgin Islands, Guam, and the Commanding General of the District of Columbia

SUBJECT: Supplemental Guidance to ARNG-CSG Memorandum, Possible Lead Dust Hazard in Army National Guard (ARNG) Readiness Centers

1. References.

a. Office of the Inspector General, Department of Defense, Audit Report Number 99-250, Construction and Rehabilitation of Reserve Components Indoor Small Arms Firing Ranges, September 1999.

b. NG Pam 415-12 (Army National Guard Facility Allowances), 1 June 2011 (current NG Pam 415-12 is dated 25 January 2015).

c. NG PAM 420-15 (Guidelines and Procedures for Rehabilitation and Conversion of Indoor Firing Ranges), 3 November 2006.

d. Memorandum, ARNG-CSG, 23 September 2015, subject: Supplemental Guidance to ARNG-CSG Memorandum, Possible Lead Dust Hazard in Army National Guard (ARNG) Readiness Centers.

2. Effective immediately, the use of federal weapons or ammunition on firing ranges inside readiness centers is prohibited. All indoor firing ranges (IFR) attached to readiness centers, whether Federally owned or State owned and Federally supported, are to be closed, and community events in readiness centers that require lead remediation are to be discontinued.

3. The functional space allowances for indoor firing ranges in a Readiness Center were deleted effective with the publication of reference 1b in June 2011 when the training community determined that indoor firing ranges do not fulfill Army individual weapons qualification requirements and create significant risks and costs associated with industrial hygiene, human health, environmental, and safety concerns. The closures do not apply to Live Fire Shoot Houses, Modular Small Arms Ranges, or other stand-alone ranges not contained or attached to readiness centers.

4. It is imperative to establish the existence and status of all IFR and initiate remediation of lead contamination. The following tasks must be accomplished:

NGB-ZA

SUBJECT: Supplemental Guidance to ARNG-CSG Memorandum, Possible Lead Dust Hazard in Army National Guard (ARNG) Readiness Centers

a. All IFRs, regardless of classification described in reference 1d (enclosed), will be identified and recorded IAW Section 5, paragraph 4 of that reference. Suspense for identifying and recording IFRs will be 31 January 2017.

b. States are further required to provide additional information into the Real Property inventory database in the Notes and Documents section by creating a note answering the questions below. The suspense for completing the notes is 31 January 2017.

(1) Has Industrial Hygiene testing been accomplished? If yes, list testing date and results of testing.

(2) Has potential IFR hazard been fully mitigated? If no, are engineering controls or procedures in place and posted to mitigate hazard?

(3) Based on Industrial Hygiene analysis is monitoring required? If yes, is monitoring program in place?

c. All active and former IFRs will be cleaned in accordance with reference 1c. The cost of clean-up is considered to be 100 percent Federal share. Initiate clean-up in FY17 as possible with funds distributed to the State. Contaminated IFRs must be left vacant until cleaned. After cleaning, IFRs may be repurposed to meet other facilities requirements. Request that Assistant Adjutant General of each State provide a memorandum to ARNG-I&E certifying range closure and a timeline of when range clean-up will be complete.

d. Submit proposed plans for future use of former IFR space (conversion or left unused) to ARNG Installations and Environment (ARNG-I&E) for appropriate Federal assistance (per established agreement support codes) for the facility. The suspense date for submitting the plan will be 28 February 2017.

5. My point of contact is COL Erik T. Gordon, Chief, Installations and Environmental Directorate, at DSN 327-7901, 703-607-7901, or erik.t.gordon.mil@mail.mil.

Encl
as



TIMOTHY J. KADAVY
Lieutenant General, GS
Director, Army National Guard