



STATE OF NEW HAMPSHIRE
THE ADJUTANT GENERAL'S DEPARTMENT

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

20 JAK

William N. Reddel, III, Major General
The Adjutant General

Carolyn J. Protzmann, Brigadier General
Deputy Adjutant General

Stephanie L. Milender
Administrator

Phone: 603-225-1360
Fax: 603-225-1341
TDD Access: 1-800-735-2964

May 29, 2014

Her Excellency Governor Margaret Wood Hassan
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

1. The Adjutant General's Department respectfully requests approval to enter into a contract with Lakes Region Environmental Contractors, Inc. of Belmont, New Hampshire (#174288), in the amount of \$13,350.00, for the purpose of removing two (2) underground storage tanks at the State Military Reservation, Concord, New Hampshire for the period of Governor and Council approval through September 30, 2014. **100% Capital – General Funds.**
2. Further, the Adjutant General's Department requests a \$4,000.00 contingency as part of this contract for the purpose of tank content disposal and transportation for the period of Governor and Council approval through September 30, 2014. **100% Capital – General Funds.**

Funds are available in the following appropriation:

02-12-12-120030-1247000 Adjutant General

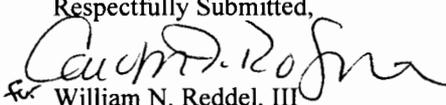
30-01200-12470000-034-500162 Underground Storage Tank Removal	\$13,350.00
30-01200-12470000-034-500162 Contingency – Tank Contents Disposal	<u>4,000.00</u>
TOTAL	<u>\$17,350.00</u>

This proposed contract is for the removal of two (2) Underground Storage Tanks (UST) on the State Military Reservation in Concord, New Hampshire. One UST is 6,000 gallons, used for #2 heating oil and the other UST is 1,000 gallons, used for gasoline. Regulation Env-Or 408.05(c) required that this UST's be removed from the ground by December 22, 2015.

The vendor, Lakes Region Environmental Contractors, Inc., was identified through Requests for Quotations where three (3) vendors submitted quotations for this work. Lakes Region Environmental Contractors, Inc. submitted the lowest cost proposal of all three (3) quotes received.

A contingency line is requested in this contract for the purpose of transportation and disposal of the UST contents, which could include gasoline, fuel oil, liquids and sludge from the tank bottoms. The Department has tried its best to use up the remaining gasoline and fuel oil, but we need to be prepared for any remaining waste that the "tank stick" has not picked up on.

The New Hampshire General Court appropriated Capital funds to the Adjutant General's Department through the Laws of 2013, Chapter 195:1(I), for this specific purpose. The contract has been approved for form, substance and execution by the Attorney General's Office.

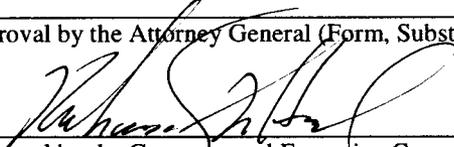
Respectfully Submitted,

for William N. Reddel, III
Major General, NHNG
The Adjutant General

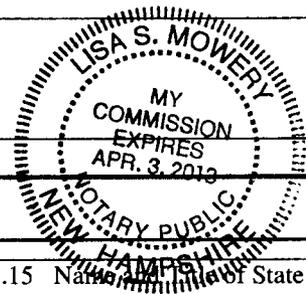
Subject: UST Removal at Buildings F and M on the SMR, Concord NH **FORM NUMBER P-37 (version 1/09)**

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name <u>Adjutant General's Department</u>		1.2 State Agency Address <u>4 Pembroke Rd, Concord NH, 03301</u>	
1.3 Contractor Name <u>Lakes Region Environmental Contractors</u>		1.4 Contractor Address <u>P.O. Box 1236, Belmont NH 03220-1236</u>	
1.5 Contractor Phone Number <u>603-267-7000</u>	1.6 Account Number <u>030-012-1247</u>	1.7 Completion Date <u>30 September 2014</u>	1.8 Price Limitation <u>NTE \$17,350.00</u>
1.9 Contracting Officer for State Agency <u>Stephanie Milender</u>		1.10 State Agency Telephone Number <u>603-225-1361</u>	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory <u>A. Roy Creley, Vice President</u>	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Belknap</u> On <u>June 2, 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 <u>Lisa S. Mowery</u> [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Lisa S. Mowery</u>			
1.14 State Agency Signature <u>Stephanie L. Milender</u>		1.15 Name and Title of State Agency Signatory <u>Stephanie L. Milender, Administrator</u>	
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: <u>6-4-14</u>			
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.

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.

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

P37 AGREEMENT

EXHIBIT A: SCOPE OF SERVICES

SUBJECT: Closure and removal of one (1) 1,000-Gallon Underground Unleaded Gasoline Tank located near Building F (State Maintenance bay) on the State Military Reservation, Concord NH

GENERAL

The Contractor will provide all labor, materials, equipment, supplies and transportation as needed to close and remove the UST as further specified in the list of potential project or as may be requested in the more specific scopes of work to be provided for cost estimates.

SERVICES TO BE PERFORMED

Provide services to properly close up to one (1) 1,000 gallon underground fuel storage tank and associated piping, including travel, equipment, labor and materials specified below;

- A) NH National Guard will provide any personnel escorts in accordance with facility requirements and will maintain a work area security presence at all times
- B) Contractor will be responsible for "premarking" the area for the excavation, per Dig Safe regulations.
- C) Contractor will obtain a utility clearance code from dig safe.
- D) Contractor will be responsible for notifying the State of New Hampshire Dept. of Environmental Services and the Concord Fire Department.
- E) Safety fence will be installed around the job site for public safety during the construction.
- F) The entrance driveway and a large section of the parking lot will have to be closed during the removal process and asphalt replacement. **Note;** *Every effort will be made to minimize the impact; however this may not be possible do to circumstances beyond our control*
- G) National Guard maintenance personnel will need to be on site before the removal process to properly shut down any boilers.
- H) Prior to our arrival the tank should be as low as possible. We should be advised as to the amount of fuel left in the tank.
- I) Disposal up to 55-gallons of gasoline/ sludge tank bottoms is included. **Note:** *any additional liquids will be charged as an extra; see rates below.*

- J) Saw cut the asphalt & concrete slab and over the top of the tank to be removed. **Note;** *this quote is based on an 8" thick pad, any increase of the pads thickness will increase the contract amount including over reinforcement rebar.*
- K) Remove and dispose of the asphalt & concrete to a recycling facility.
- L) Excavate to expose the top of the tank surface and piping.
- M) Purge the tank to a lower explosive limit of 5% or less.
- N) Cut the top of the tank open, enter to clean the interior.
- O) Certified confine space personnel with equipment will perform the tank cleanings. *(supplied air equipment will be on site during the cleaning process if required.*
- P) Excavate to remove and dispose of the tank and associated piping **Note:** *any piping that cannot be removed will be cut off, capped or plugged at the building.*
- Q) The tank & piping will disposed as scrap at a Steel Recycling Facility.
- R) The tank excavation will be backfilled with sandy fill, capped with existing loam and / or gravel and compacted. *(watering and maintenance of grass areas by others)*
- S) Any removal of frost, ledge and/or concrete "hold down" devices or the need for shoring, dewatering, or bracing may be charged as an extra if incurred.
- T) Contractor will prepare a copy Health and Safety Plan for their employees.
- U) Damage to, destruction of, or repair/replacement to any underground structure or appurtenance is not the responsibility of Contractor if not notified prior to excavation. **Note:** *relocation or supporting of utilities if required is not included.*

Soil Field Screening /Sampling & Reporting

- A) Field screening in the excavation will be performed by Contractor using a photo ionization detector for the presence of volatile organic compound. One (1) soil sample and closure reports are included in the base price. **Note;** should contamination be encountered additional sampling may be required and notification to the State of New Hampshire Department of Environmental Services. These soil samples will be charged as an extra to the contract.
- B) The State of NH Closure report and a brief summary report will be prepared and submitted by Contractor to the owner and to the State of NH Dept. of Environmental Services.

Transportation and Disposal of the Tank Contents:

- A. Contractor (or subcontractor) will prepare profiles for waste disposal.
- B. Properly transport and disposal of the tanks contents generated (liquids / sludge).
- C. Disposal of (*up to 55 gallons*) of gasoline /sludge tank bottoms, additional gallons for disposal will be charged accordingly including transportation, per rates.
- D. Prepare waste manifest for government signature to remove from base.
- E. All materials shall be disposed in accordance with Federal, state, and local laws and regulations.

Transportation and /or disposal of tank contents will be charged at the following rates above the contract amount, not included above;

Disposal of Tank Contents:

- 55 Gallon Drum (Supply, Fill, No Disposal) \$100.00 each
- 55 Gallon Drum (Supply, Fill, Disposal) \$475.00 each

Items Included

Cleaning and Sampling by an ICC Certified Tank Decommissioning Technicians as required by the State of New Hampshire Department of Environmental Services. *Env-Or 400 Administrative Rules*

Contractor will prepare a Health and Safety Plan for their employees, including Confine Space Permits as required per OSHA 29CFR 1910.146

Surface restoration (loam, seeding & landscaping) is included

3

Fuel tank permits & notification to Local & State officials

Provide documentation and digital pictures of the removal process to the owner for the New Hampshire Department of Environmental Services.

Items Not Included

Any asphalt and /or concrete replacement.

Pumping any remaining fuel from the tank to accommodate the cleaning and inspections process and /or into a transport truck will be an extra

Business and personnel loss of time and /or parking

Disposal of any additional petroleum product not included in base price above.

Crane rental and /or shoring equipment

Excessive down time do to project scheduling

Soil screening & sampling of tank excavation and piping

Soil contamination removal, disposal and / or sampling

Temporarily tank for heating and/or fueling setups

Work being performed in the winter months, protection from frost or inclement weather

Fiberglass tank disposal and /or removal of fiberglass from tanks exterior

Once the Contractors are selected the general anticipated project execution methodology will be as follows:

1. The NHAGD shall determine project needs and develop a scope of work or work with the contractor to develop a scope of work. The scope of work shall include as minimum general project information, tasks to be completed, deliverables to be provided and a timetable for completion.
2. NHAGD and the contractor shall attend a pre-work meeting to clarify the manner of conducting the work, schedule the work and layout of the work.
3. The contractor will submit invoice as specific project task with deliverables are completed and delivered to the NHAGD project manager. Invoicing for projects costs beyond the approved estimate can not be issued with out prior approval and a written notice of cost increase approval. Invoicing and payment is further outline in Exhibit B.
4. The contractor completes projects when all project tasks are accomplished in accordance with the project scope of work as determine by the NHAGD.

PERIOD OF PERFORMANCE

The period of performance will be from Governor and Executive Council Approval until completion. Dates will be agreed upon by both the NHAGD and the contractor, but no later than 30 September, 2014.

ADJUTANT GENERAL'S DEPARTMENT PRIMARY CONTACT:

The Adjutant General's Department
4 Pembroke Rd
Concord, NH 0330-5652

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

P37 AGREEMENT

EXHIBIT A: SCOPE OF SERVICES

SUBJECT: Closure and removal of one (1) 6,000-Gallon Underground # 2 Heating Oil Tank located at Building M (Concord Armory) on the State Military Reservation, Concord NH

GENERAL

The Contractor will provide all labor, materials, equipment, supplies and transportation as needed to close and remove the UST as further specified in the list of potential project or as may be requested in the more specific scopes of work to be provided for cost estimates.

SERVICES TO BE PERFORMED

Provide services to properly close up to one (1) 6,000 gallon underground fuel storage tank and associated piping, including travel, equipment, labor and materials specified below;

- A) NH National Guard will provide any personnel escorts in accordance with facility requirements and will maintain a work area security presence at all times
- B) Contractor will be responsible for "premarking" the area for the excavation, per Dig Safe regulations.
- C) Contractor will obtain a utility clearance code from dig safe.
- D) Contractor will be responsible for notifying the State of New Hampshire Dept. of Environmental Services and the Concord Fire Department.
- E) Safety fence will be installed around the job site for public safety during the construction.
- F) The entrance driveway and a large section of the parking lot will have to be closed during the removal process and asphalt replacement. **Note;** *Every effort will be made to minimize the impact; however this may not be possible do to circumstances beyond our control*
- G) National Guard maintenance personnel will need to be on site before the removal process to properly shut down any boilers.
- H) Prior to our arrival the tank should be as low as possible. We should be advised as to the amount of fuel left in the tank.
- I) Disposal up to 200-gallons of fuel oil/ sludge tank bottoms is included. **Note:** *any additional liquids will be charged as an extra; see rates below.*

- J) Saw cut the asphalt & concrete slab and over the top of the tank to be removed. **Note;** *this quote is based on an 8" thick pad, any increase of the pads thickness will increase the contract amount including over reinforcement rebar.*
- K) Remove and dispose of the asphalt & concrete to a recycling facility.
- L) Excavate to expose the top of the tank surface and piping.
- M) Purge the tank to a lower explosive limit of 5% or less.
- N) Cut the top of the tank open, enter to clean the interior.
- O) Certified confine space personnel with equipment will perform the tank cleanings. *(supplied air equipment will be on site during the cleaning process if required.)*
- P) Excavate to remove and dispose of the tank and associated piping **Note:** *any piping that cannot be removed will be cut off, capped or plugged at the building.*
- Q) The tank & piping will disposed as scrap at a Steel Recycling Facility.
- R) The tank excavation will be backfilled with sandy fill, capped with existing loam and / or gravel and compacted. *(watering and maintenance of grass areas by others)*
- S) Any removal of frost, ledge and/or concrete "hold down" devices or the need for shoring, dewatering, or bracing may be charged as an extra if incurred.
- T) Field screening in the excavation will be performed by DuBois & King Inc.

Note; should contamination be encountered notification to the State of New Hampshire Department of Environmental Services will be required by DuBois & King Inc.

- U) The State of NH Closure report and a brief summary report will be prepared and submitted by DuBois & King Inc. to the owner and the State of NH Dept. of Environmental Services.
- V) Contractor will prepare a copy Health and Safety Plan for their employees.
- W) Damage to, destruction of, or repair/replacement to any underground structure or appurtenance is not the responsibility of contractor if not notified prior to excavation. **Note:** *relocation or supporting of utilities if required is not included.*

Transportation and Disposal of the Tank Contents:

- A. Contractor (or subcontractor) will prepare profiles for waste disposal.
- B. Properly transport and disposal of the tanks contents generated (liquids / sludge).
- C. Disposal of *(up to 200 gallons)* of fuel oil /sludge tank bottoms, additional gallons for disposal will be charged accordingly including transportation, per rates.
- D. Prepare waste manifest for government signature to remove from base.
- E. All materials shall be disposed in accordance with Federal, state, and local laws and regulations.

Transportation and /or disposal of tank contents will be charged at the following rates above the contract amount, not included above;

Disposal of Tank Contents:

- 55 Gallon Drum (Supply, Fill, No Disposal) \$100.00 each
- 55 Gallon Drum (Supply, Fill, Disposal) \$475.00 each

Asphalt Replacement

- A) Contractor will remove and dispose of the asphalt from the *(tank area only)* to a recycling facility.

- B) Contractor will rough grade the crushed gravel in the tank area and walkway entrance for the new asphalt replacement.
- C) Saw cut all edges and set the proper elevation for drainage including compaction of the surface.
- D) Emulsion will be used on all saw cut edges for proper adhesive.
- E) Install 2” base and 1 ½” top coat of asphalt in the walkway entrance (*asphalt will match the existing elevations*).
- F) Asphalt will only be applied during the seasonal paving months.

Items Included

- Cleaning and Sampling by an ICC Certified Tank Decommissioning Technicians as required by the State of New Hampshire Department of Environmental Services. *Env-Or 400 Administrative Rules*
- Contractor will prepare a Health and Safety Plan for their employees, including Confine Space Permits as required per OSHA 29CFR 1910.146
- Surface restoration (loam, seeding & landscaping) is included
- Crane rental as needed
- Fuel tank permits & notification to Local & State officials
- Provide documentation and digital pictures of the removal process to the owner for the New Hampshire Department of Environmental Services.

Items Not Included

- Pumping any remaining fuel oil from the tank to accommodate the cleaning and inspections process and /or into a transport truck will be an extra.
- Any removal of frost, ledge and/ or concrete “hold down” devices or the need for shoring, dewatering, or bracing may be charged as an extra if occurred or removed, including disposal.
- Business and personnel loss of time and /or parking
- Disposal of any additional petroleum product not included in base price above.
- Excessive down time do to project scheduling
- Soil screening & sampling of tank excavation and piping
- Soil contamination removal, disposal and / or sampling
- Temporarily tank for heating and/or fueling setups
- Work being performed in the winter months, protection from frost or inclement weather
- Fiberglass tank disposal and /or removal of fiberglass from tanks exterior

Once the Contractors are selected the general anticipated project execution methodology will be as follows:

1. The NHAGD shall determine project needs and develop a scope of work or work with the contractor to develop a scope of work. The scope of work shall include as a minimum general project information, tasks to be completed, deliverables to be provided and a timetable for completion.

2. NHAGD and the contractor shall attend a pre-work meeting to clarify the manner of conducting the work, schedule the work and layout of the work.
3. The contractor will submit invoice as specific project task with deliverables are completed and delivered to the NHAGD project manager. Invoicing for projects costs beyond the approved estimate can not be issued with out prior approval and a written notice of cost increase approval. Invoicing and payment is further outline in Exhibit B.
4. The contractor completes projects when all project tasks are accomplished in accordance with the project scope of work as determine by the NHAGD.

PERIOD OF PERFORMANCE

The period of performance will be from Governor and Executive Council Approval until completion. Dates will be agreed upon by both the NHAGD and the contractor, but no later than 30 September, 2014.

ADJUTANT GENERAL'S DEPARTMENT PRIMARY CONTACT:

The Adjutant General's Department
4 Pembroke Rd
Concord, NH 0330-5652

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

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

SUBJECT: Underground Storage Tank Removal

Contract Price

Tank Removals

Building M	\$9,675.00
Building F	<u>\$3,675.00</u>
	\$13,350.00 Total

Potential Tank Content Transportation and Disposal

Building M	\$2,500.00
Building F	<u>\$1,500.00</u>
	\$ 4,000.00 Total

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.

Method of Payment

Payment will be made within 15 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
1 Minuteman Way
Concord, NH 03301.

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
BUILDING F AND BUILDING M UST CLOSURE AND REMOVAL
EXHIBIT C, SPECIAL PROVISIONS**

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. 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.

2. 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 per person bodily injury liability, \$500,000 per occurrence bodily injury liability and \$50,000 property damage liability.

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 Federal 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:

HVAC (heating, ventilation & a/c)	Endangered species management
Ground vehicle maintenance & repair	AASF JP-8 use and storage
Vehicle travel (fleet) between work stations	

These five (5) significant aspects and their associated impacts will be closely monitored by the NHARNG. Objectives and associated target completion dates have been developed to reduce the environmental impacts from the two (2) shaded aspects. 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.

AASF JP-8 Use and Storage

The NHARNG is committed to reducing environmental impacts from fueling operations. If you perform on-site fueling activities at the AASF, you must be aware that this facility is covered by an Integrated Contingency Plan (ICP). Spills of fuel must be reported as indicated on the Spill Chart and Hazardous Waste Emergency Notification Form. Fueling activities may only be performed by personnel who have been trained according the functions performed. Personnel dispensing fuels are responsible for cleaning up any spills that occur during fueling activities.

HVAC (Heating, Ventilation, and A/C)

The NHARNG is committed to reducing its consumption of energy from HVAC. Reducing energy consumption from HVAC 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 HVAC Equipment will seek the most energy efficient technology within the scope of the contract.

Ground Vehicle Maintenance and Repair

The NHARNG is committed to reducing hazardous waste generation by ground vehicle maintenance and repair through pollution prevention and waste minimization. Hazardous wastes generated by your vehicle maintenance and repair activities must be disposed in accordance with contract provisions and regulatory requirements.

Endangered Species Management

The NHARNG is committed to preserving and restoring habitat and threatened and endangered species. The federally endangered Karner Blue Butterfly (KBB) is known to occur on the State Military Reservation, and habitation restoration areas are only for authorized uses. Signage is present on the SMR to identify the habitat restoration area. Use of this area is prohibited by contractors unless specifically included in your 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:

NHARNG Environmental Program Mgr.: Mr. Zachary Boyajian (603) 227-1439

NHARNG State Environmental Specialist: Ms. Eileen F. Chabot (603) 225-1211

Resources:

NHARNG Integrated Cultural Resources Management Plan (ICRMP) - Statewide
Integrated Contingency Plan (ICP) – Facility specific; established for the State Military Reservation, Hillsboro Readiness Center (RC) / Field Maintenance Shop (FMS), Littleton RC / FMS, Manchester RC / FMS, Army Aviation Support Facility (AASF)
NHARNG Hazardous Waste Management Plan (HWMP) SQG and FQG – Statewide

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 LAKES REGION ENVIRONMENTAL CONTRACTORS, INC. is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on April 22, 1993. 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 29th day of May, A.D. 2014

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

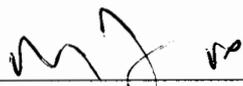
I, A. Roy Creley, Vice President of Lakes Region Environmental Contractors, Inc., hereby certify that I am the Vice President of the Lakes Region Environmental Contractors, Inc. and was at a meeting of the stockholders and directors of the corporation in Gilmanton, New Hampshire on, June 2, 2014 at which meeting all of the stockholders and directors of the corporation were present, and notice was waived, and that the following resolutions were passed by unanimous vote:

VOTED: John J. Paradise, President and A. Roy Creley, Vice President of Lakes Region Environmental Contractors hereby authorized to enter into a specific contract agreement with State of New Hampshire Adjutant General Department, 4 Pembroke Road, Concord, New Hampshire to provide services to close one (1) 1,000 gallon and one (1) 6,000 underground storage tanks.

I hereby certify that said vote has not been amended or repealed and remain in full force and affected of June 2, 2014, and that A. Roy Creley is the duly elected Vice President of this corporation.

Attest:

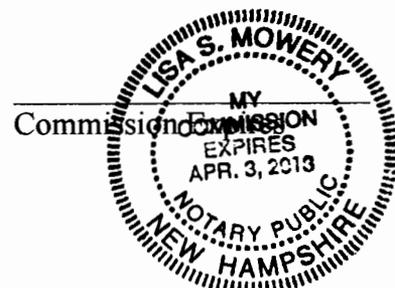
6/2/2014
Date



Vice President

The forgoing instrument was acknowledged before this 2 day June, 2014 by A. Roy Creley, the Vice President, of Lakes Region Environmental Contractors, on the behalf of the company.

Lisa S. Mowery
Notary Public





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/2/2014

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).

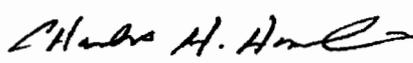
PRODUCER Infantine Insurance P. O. Box 5125 Manchester NH 03108	CONTACT NAME: Claudia Coleman	
	PHONE (A/C No. Ext): (603) 669-0704	FAX (A/C No.):
E-MAIL ADDRESS: ccoleman@infantine.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Star Indemnity Company		
INSURER B: Citizens Insurance		31534
INSURER C: Great American Ins. Co.		
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 2013-2014 Master **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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			SISIEIL70141913	11/1/2013	11/1/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Pollution Liability						PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> Professional Liability						GENERAL AGGREGATE \$ 3,000,000
	GENL AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 3,000,000
<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						\$	
B	AUTOMOBILE LIABILITY			ABV659475614	8/1/2013	8/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							Medical payments \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			SISIXNV71070413	11/1/2013	11/1/2014	EACH OCCURRENCE \$ 2,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 2,000,000
	DED <input type="checkbox"/> RETENTIONS \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			Coverage A States: CT, FL, GA, MA, ME, NH, NY, VT			<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input checked="" type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A	004472762300	11/1/2013	11/1/2014	E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Installation Floater			02IM52340	8/1/2013	8/1/2014	Deductible \$1,000 250,000
	Bailee Coverage						Deductible \$1,000 100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Close underground storage Tanks.

CERTIFICATE HOLDER Adjutant General's Department 4 Pembroke Rd Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Chuck Hamlin/CC1 

Proposal

NH Adjutant General
1 Minuteman Way
Concord, N.H. 03301

April 4, 2013

RE: Closure up to one (1) 1,000-Gallon Underground Gasoline Tank

Location; State Military Reservation (Building F)
4 Pembroke Road
Concord, New Hampshire
DES Site No: # 199406009 / UST Facility ID: # 0-111093

Description of Scope

Provide services to properly close up to one (1) 1,000 gallon underground fuel storage tank and associated piping, including travel, equipment, labor and materials specified below;

- A) NH National Guard will provide any personnel escorts in accordance with facility requirements and will maintain a work area security presence at all times
- B) Lakes Region Environmental (LRE) will be responsible for "premarking" the area for the excavation, per Dig Safe regulations.
- C) LRE will obtain a utility clearance code from dig safe.
- D) LRE will be responsible for notifying the State of New Hampshire Dept. of Environmental Services and the Concord Fire Department.
- E) Safety fence will be installed around the job site for public safety during the construction.
- F) The entrance driveway and a large section of the parking lot will have to be closed during the removal process and asphalt replacement. **Note; Every effort will be made to minimize the impact; however this may not be possible do to circumstances beyond our control**
- G) National Guard maintenance personnel will need to be on site before the removal process to properly shut down any boilers.
- H) Prior to our arrival the tank should be as low as possible. We should be advised as to the amount of fuel left in the tank.
- I) Disposal up to 55-gallons of gasoline/ sludge tank bottoms is included. **Note: any additional liquids will be charged as an extra; see rates below.**
- J) Saw cut the asphalt & concrete slab and over the top of the tank to be removed. **Note; this quote is based on an 8" thick pad, any increase of the pads thickness will increase the contract amount including over reinforcement rebar.**
- K) Remove and dispose of the asphalt & concrete to a recycling facility.
- L) Excavate to expose the top of the tank surface and piping.
- M) Purge the tank to a lower explosive limit of 5% or less.
- N) Cut the top of the tank open, enter to clean the interior.
- O) Certified confine space personnel with equipment will perform the tank cleanings.

(supplied air equipment will be on site during the cleaning process if required.

- P) Excavate to remove and dispose of the tank and associated piping **Note: any piping that cannot be removed will be cut off, capped or plugged at the building.**
- Q) The tank & piping will disposed as scrap at a Steel Recycling Facility.
- R) The tank excavation will be backfilled with sandy fill, capped with existing loam and / or gravel and compacted. *(watering and maintenance of grass areas by others)*
- S) Any removal of frost, ledge and/or concrete “hold down” devices or the need for shoring, dewatering, or bracing may be charged as an extra if incurred.
- T) LRE will prepare a copy Health and Safety Plan for their employees.
- U) Damage to, destruction of, or repair/replacement to any underground structure or appurtenance is not the responsibility of Lakes Region Environmental if not notified prior to excavation. **Note: relocation or supporting of utilities if required is not included.**

Soil Field Screening /Sampling & Reporting

- A) Field screening in the excavation will be performed by Lakes Region Environmental using a photo ionization detector for the presence of volatile organic compound. One (1) soil sample and closure reports are included in the base price.
Note; should contamination be encountered additional sampling may be required and notification to the State of New Hampshire Department of Environmental Services. These soil samples will be charged as an extra to the contract.
- B) The State of NH Closure report and a brief summary report will be prepared and submitted by Lakes Region Environmental to the owner and to the State of NH Dept. of Environmental Services.

Transportation and Disposal of the Tank Contents:

- A. *Clean Harbors Environmental Services Inc.* will prepare profiles for waste disposal.
- B. Properly transport and disposal of the tanks contents generated (liquids / sludge).
- C. Disposal of *(up to 55 gallons)* of gasoline /sludge tank bottoms, additional gallons for disposal will be charged accordingly including transportation, per rates.
- D. Prepare waste manifest for government signature to remove from base.
- E. All materials shall be disposed in accordance with Federal, state, and local laws and regulations.

Transportation and /or disposal of tank contents will be charged at the following rates above the contract amount, not included above;

Disposal of Tank Contents:

- 55 Gallon Drum (Supply, Fill, No Disposal) \$100.00 each
- ✓ • 55 Gallon Drum (Supply, Fill, Disposal) \$475.00 each

Items Included

- Cleaning and Sampling by an ICC Certified Tank Decommissioning Technicians as required by the State of New Hampshire Department of Environmental Services.
Env-Or 400 Administrative Rules
- Lakes Region Environmental will prepare a Health and Safety Plan for their employees, including Confine Space Permits as required per OSHA 29CFR 1910.146
- Surface restoration (loam, seeding & landscaping) is included

- Fuel tank permits & notification to Local & State officials
- Provide documentation and digital pictures of the removal process to the owner for the New Hampshire Department of Environmental Services.

Items Not Included

- Any asphalt and /or concrete replacement.
- Pumping any remaining fuel from the tank to accommodate the cleaning and inspections process and /or into a transport truck will be an extra
- Business and personnel loss of time and /or parking
- Disposal of any additional petroleum product not included in base price above.
- Crane rental and /or shoring equipment
- Excessive down time do to project scheduling
- Soil screening & sampling of tank excavation and piping
- Soil contamination removal, disposal and / or sampling
- Temporarily tank for heating and/or fueling setups
- Work being performed in the winter months, protection from frost or inclement weather
- Fiberglass tank disposal and /or removal of fiberglass from tanks exterior

Any additional work not listed above that may be required and/or materials will be charged as an extra to the contract. Signed approvals will be needed before work is to be done

Note; quote is based on available information.

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of: **Price: \$ 3,675.00** Balance upon completion, Net 30
Plus additional disposal cost if any and/or any additional work not included in the base price.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practice. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the proposed contract price. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Exclusive jurisdiction and venue over any disputes hereunder shall be Belknap County New Hampshire Superior Court. Damages for any and all claims for breach of this contract shall not exceed the amounts paid by the client to us under this contract.

Authorized Signature: John J. Paradise

John J. Paradise, Project Manager
jparadise@lrenvironmental.net

Note: This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal

The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the as specified. Payment will be made as outlined above.

NH Adjutant General Representative;

Signature; _____ **Date;** _____

Print: _____ **Title;** _____

PO#: _____

Proposal

NH Adjutant General
1 Minuteman Way
Concord, N.H. 03301

April 4, 2013

RE: Closure up to one (1) 6,000-Gallon Underground # 2 Heating Oil Tank

Location; State Military Reservation (Building M)
4 Pembroke Road
Concord, New Hampshire
DES Site No: # 199406009 / UST Facility ID: # 0-111093

Description of Scope

Provide services to properly close up to one (1) 6,000 gallon underground fuel storage tank and associated piping, including travel, equipment, labor and materials specified below;

- A) NH National Guard will provide any personnel escorts in accordance with facility requirements and will maintain a work area security presence at all times
- B) Lakes Region Environmental (LRE) will be responsible for "premarking" the area for the excavation, per Dig Safe regulations.
- C) LRE will obtain a utility clearance code from dig safe.
- D) LRE will be responsible for notifying the State of New Hampshire Dept. of Environmental Services and the Concord Fire Department.
- E) Safety fence will be installed around the job site for public safety during the construction.
- F) The entrance driveway and a large section of the parking lot will have to be closed during the removal process and asphalt replacement. **Note; Every effort will be made to minimize the impact; however this may not be possible do to circumstances beyond our control**
- G) National Guard maintenance personnel will need to be on site before the removal process to properly shut down any boilers.
- H) Prior to our arrival the tank should be as low as possible. We should be advised as to the amount of fuel left in the tank.
- I) Disposal up to 200-gallons of fuel oil/ sludge tank bottoms is included. **Note: any additional liquids will be charged as an extra; see rates below.**
- J) Saw cut the asphalt & concrete slab and over the top of the tank to be removed. **Note; this quote is based on an 8" thick pad, any increase of the pads thickness will increase the contract amount including over reinforcement rebar.**
- K) Remove and dispose of the asphalt & concrete to a recycling facility.
- L) Excavate to expose the top of the tank surface and piping.
- M) Purge the tank to a lower explosive limit of 5% or less.
- N) Cut the top of the tank open, enter to clean the interior.
- O) Certified confine space personnel with equipment will perform the tank cleanings. *(supplied air equipment will be on site during the cleaning process if required.*
- P) Excavate to remove and dispose of the tank and associated piping **Note: any piping that cannot be removed will be cut off, capped or plugged at the building.**

- Q) The tank & piping will be disposed as scrap at a Steel Recycling Facility.
- R) The tank excavation will be backfilled with sandy fill, capped with existing loam and / or gravel and compacted. (*watering and maintenance of grass areas by others*)
- S) Any removal of frost, ledge and/or concrete “hold down” devices or the need for shoring, dewatering, or bracing may be charged as an extra if incurred.
- T) Field screening in the excavation will be performed by DuBois & King Inc.
Note; should contamination be encountered notification to the State of New Hampshire Department of Environmental Services will be required by DuBois & King Inc.
- U) The State of NH Closure report and a brief summary report will be prepared and submitted by DuBois & King Inc. to the owner and the State of NH Dept. of Environmental Services.
- V) LRE will prepare a copy Health and Safety Plan for their employees.
- W) Damage to, destruction of, or repair/replacement to any underground structure or appurtenance is not the responsibility of Lakes Region Environmental if not notified prior to excavation. **Note:** *relocation or supporting of utilities if required is not included.*

Transportation and Disposal of the Tank Contents:

- A. *Clean Harbors Environmental Services Inc.* will prepare profiles for waste disposal.
- B. Properly transport and disposal of the tanks contents generated (liquids / sludge).
- C. Disposal of (*up to 200 gallons*) of fuel oil /sludge tank bottoms, additional gallons for disposal will be charged accordingly including transportation, per rates.
- D. Prepare waste manifest for government signature to remove from base.
- E. All materials shall be disposed in accordance with Federal, state, and local laws and regulations.

Transportation and /or disposal of tank contents will be charged at the following rates above the contract amount, not included above;

Disposal of Tank Contents:

- | | |
|--|---------------|
| • 55 Gallon Drum (Supply, Fill, No Disposal) | \$100.00 each |
| • 55 Gallon Drum (Supply, Fill, Disposal) | \$475.00 each |

Asphalt Replacement

- A) Lakes Region Environmental (LRE) will remove and dispose of the asphalt from the (*tank area only*) to a recycling facility.
- B) LRE will rough grade the crushed gravel in the tank area and walkway entrance for the new asphalt replacement.
- C) Saw cut all edges and set the proper elevation for drainage including compaction of the surface.
- D) Emulsion will be used on all saw cut edges for proper adhesive.
- E) Install 2” base and 1 ½” top coat of asphalt in the walkway entrance (*asphalt will match the existing elevations*).
- F) Asphalt will only be applied during the seasonal paving months.

Items Included

- Cleaning and Sampling by an ICC Certified Tank Decommissioning Technicians as required by the State of New Hampshire Department of Environmental Services.
Env-Or 400 Administrative Rules



160 Perry Road
 Bangor, Maine 04401
 T-207-217-6515
 T-1-888-485-3829
 FAX 207-217-6520

03/28/14 VOID AFTER 30 DAYS

From:
 Chris Gaudet
 Estimating
 T-207-327-1154
 C-207-944-9887
 E-cgaudet@gaftek.com

QUOTE ACCEPTED

 AUTHORIZED SIGNATURE

 PRINTED NAME

 DATE

To:
 Steven Hall
 MAJ, LG, NHARNG
 Facilities Branch Chief
 T-603-227-1499
 E-steven.j.hall2.mil@mail.mil

RE: Tank Removal Project, Building F NHARNG

Gaftek is pleased to quote **\$16,515.00** for the BLDG F tank removal project at the NH Army National Guard Concord, NH.

SCOPE OF WORK:

1. Supply removal of (1) existing dispenser.
2. Supply demo and off-site disposal of concrete island and tank pad.
3. Supply removal of any remaining liquids in the tank. Remaining liquids will be pumped into drums and left onsite for disposal by a hazardous material disposal company at the owner's expense. **SEE NOTE #3**
4. Supply excavation, removal, and disposal of all piping, conduit, and tank top components.
5. Supply excavation, removal, transportation, and disposal of (1) 1K GAS tank.
6. Supply purging of the tank, cutting of access hole, and on-site cleaning of the tank.
7. Supply required tank closure report by environmental engineer. **SEE NOTE #1**
8. Supply and install compacted gravel backfill material to grade, loam, and seed.
9. Supply certified tank installer, certified confined space entry personnel, and all required manpower and heavy equipment to complete the project.
10. Gaftek will contact Digsafe prior to any excavation.

NOTES:

1. There will be additional costs if contamination is encountered which requires additional days on site for the site assessment engineer and Gaftek personnel.
2. Gaftek will require 50% of the total cost (**\$8,257.50**) to schedule the project and the remainder of the project price, including any change orders upon completion. Interest will be calculated at 1.5% monthly for invoices over 30 days old.
3. Any remaining liquids in the tank must be 2" or less prior to the arrival of Gaftek personnel.

EXCLUSIONS:

1. Any out of scope work.
2. Removal and disposal of any contaminated soil.
3. Paving.
4. Excessive water removal, if required, to access the tank top.
5. Disposal of any remaining liquids or sludge removed from the tank.

Please contact me with any questions.
Chris Gaudet

BG RT JS RL EG JM



160 Perry Road
 Bangor, Maine 04401
 T-207-217-6515
 T-1-888-485-3829
 FAX 207-217-6520

03/31/14 VOID AFTER 30 DAYS

From:
 Chris Gaudet
 Estimating
 T-207-327-1154
 C-207-944-9887
 E-cgaudet@gaftek.com

QUOTE ACCEPTED

 AUTHORIZED SIGNATURE

 PRINTED NAME

 DATE

To:
 Steven Hall
 MAJ, LG, NHARNG
 Facilities Branch Chief
 T-603-227-1499
 E-steven.j.hall2.mil@mail.mil

RE: Tank Removal Project, Building M NHARNG

Gaftek is pleased to quote **\$21,840.00** for the BLDG M tank removal project at the NH Army National Guard Concord, NH.

SCOPE OF WORK:

1. Supply demo and off-site disposal of concrete tank pad and section of asphalt access road.
2. Supply removal of any remaining liquids in the tank. Remaining liquids will be pumped into drums and left onsite for disposal by a hazardous material disposal company at the owner's expense. **SEE NOTE #3**
3. Supply excavation, removal, and disposal of all piping, conduit, and tank top components.
4. Supply excavation, removal, transportation, and disposal of (1) 6K #2 OIL tank.
5. Supply purging of the tank, cutting of access hole, and on-site cleaning of the tank.
6. Supply required tank closure report by environmental engineer. **SEE NOTE #1**
7. Supply and install compacted gravel backfill material to grade, loam, and seed the tank area.
8. Supply and install up to 12" of compacted gravel base for the access road.
9. Supply asphalt patching for affected area of the access road.
10. Supply certified tank installer, certified confined space entry personnel, and all required manpower and heavy equipment to complete the project.
11. Gaftek will contact Digsafe prior to any excavation.

NOTES:

1. There will be additional costs if contamination is encountered which requires additional days on site for the site assessment engineer and Gaftek personnel.

2. Gaftek will require 50% of the total cost (**\$10,920.00**) to schedule the project and the remainder of the project price, including any change orders upon completion. Interest will be calculated at 1.5% monthly for invoices over 30 days old.
3. Any remaining liquids in the tank must be 2" or less prior to the arrival of Gaftek personnel.
4. Relocating or removal and replacement of any utilities to access the tank or related components, if required, is not included in this quote.

EXCLUSIONS:

1. Any out of scope work.
2. Removal and disposal of any contaminated soil.
3. Excessive water removal, if required, to access the tank top.
4. Disposal of any remaining liquids or sludge removed from the tank.

Please contact me with any questions.
Chris Gaudet

BG RT JS RL EG JM

GOLD EAGLE CONTRACTING, INC.

62 Black Brook Road
Meredith, NH 03253
(603)528-1991
Fax (603) 528-2224



goldeaglecontractinginc.com

FUEL TANKS AST/UST
INSTALL/REMOVE/SERVICE
SITE WORK
GEN'L CONTRACTING

Steven Hall MAJ, LG, NHARNG
NH Army National Guard
Construction & Facilities Mgt. Office
Concord, NH
steven.j.hall2.mil@mail.mil

Date: April 8, 2014
Facility: Concord Armory
Building F UST Removal
Phone (603)227-1499
cell (603)219-8493

We propose to remove and dispose of one 1,500 gallon underground steel gas tank located at building F per site walk with Paul Annisa and Steven Hall Maj. LG, NHARNG.

Measurement of payment shall be:

- 1 (A) Mob-Demobilization \$600 (not charged if Gold Eagle is awarded both contracts)
- ✓ 1 (B) tank Removal \$8,425 including 3" of product additional liquid waste disposal \$0.85/gallon and sludge waste disposal of \$245/drum if any
- 1 (C) \$140 per Square Yard, 3" thick (though should not be required)
- 1 (D) Excavation and Stockpile of soil contaminated with gas \$110/yard backfill same area with sand fill
- 1 (E) Disposal of gas contaminated soil loading and trucking \$110/yard

We propose hereby to furnish material and labor - complete in accordance with above specifications, for the sums listed above.

Payment to be made as follows: Net due 30 days from substantial job completion for 1 (A), 1 (B) & 1 (C). For 1(D) & 1 (E) payment to be made net 10 days of billing. Any additional work not listed above is to be paid as requested.

Please Note: contractor will reseed the disturbed area with standard grass seed, but as the grassed area has mostly weeds, we take no responsibility for the area after placing the seed. Also note, other projects are currently in our schedule

PLEASE READ BELOW & THE REVERSE OF THIS CONTRACT

Proposal price is subject to the following conditions which will result in additional charges if occurred:

1. Ledge, water, frost, and/or any underground service lines.
2. Clearing of snow or ice
3. Any form of site contamination such as contaminated soil.
4. Any additional work performed (upon verbal or written request)
5. Site not to agreed specifications (i.e., 110 power not readily available)
6. Any special local laws or ordinances or changes in regulations after this date.
7. Any waste disposal

PLEASE READ CONDITIONS ON THE REVERSE SIDE.

All collection fees, including attorney fees, court cost, or any expense involved in the collection of these (11/2 per month All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Contractor is to be held free of any and all liabilities. Any alteration or deviation from above specifications involving extra cost will become an extra charge over and above the estimate. All agreements contingent upon strikes. Accidents or delays beyond our control. Owner to carry fire and all other necessary insurance. Our workers are covered by Workmen's Compensation Insurance.

GOLD EAGLE CONTRACTING, INC

Glenn Woraman
AUTHORIZED SIGNATURE _____

NOTE This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal- The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

SIGNATURE _____

Date of Acceptance _____
Upon acceptance please sign and return

SIGNATURE _____

GOLD EAGLE CONTRACTING, INC.

62 Black Brook Road
Meredith, NH 03253
(603)528-1991
Fax (603) 528-2224



goldeaglecontractinginc.com

FUEL TANKS AST/UST
INSTALL/REMOVE/SERVICE
SITE WORK
GEN'L CONTRACTING

Steven Hall MAJ, LG, NHARNG
NH Army National Guard
Construction & Facilities Mgt. Office
Concord, NH
steven.j.hall2.mil@mail.mil

Date: April 8, 2014
Facility: Concord Armory
Building M UST Removal
Phone (603)227-1499
cell (603)219-8493

We propose to remove and dispose of one 6,000 gallon underground steel #2 fuel oil tank located at building M per spec as e-mailed 10/1/2013 by the addressed Steven Hall Maj. LG, NHARNG C-1 & C-2.

Measurement of payment shall be:

- 1 (A) Mob-Demobilization \$600 (not charged if Gold Eagle is awarded both contracts)
- 1 (B) tank Removal \$9,250 including 6" of product additional liquid waste disposal \$0.85/gallon and sludge waste disposal of \$245/drum if any
- 1 (C) \$140 per Square Yard, 3" thick
- 1 (D) Excavation and Stockpile of soil contaminated with #2 oil \$110/yard backfill same area with sand fill
- 1 (E) Disposal of #2 oil contaminated soil loading and trucking \$110/yard

We propose hereby to furnish material and labor - complete in accordance with above specifications, for the sums listed above.

Payment to be made as follows: Net due 30 days from substantial job completion for 1 (A), 1 (B) & 1 (C). For 1(D) & 1 (E) payment to be made net 10 days of billing. Any additional work not listed above is to be paid as requested.

Please Note: contractor will reseed the disturbed area with standard grass seed, but as the grassed area has mostly weeds, we take no responsibility for the area after placing the seed. Also note, other projects are currently in our schedule.

PLEASE READ BELOW & THE REVERSE OF THIS CONTRACT

Proposal price is subject to the following conditions which will result in additional charges if occurred:

- | | |
|--|---|
| <ol style="list-style-type: none"> 1. Ledge, water, frost, and/or any underground service lines. 2. Clearing of snow or ice 3. Any form of site contamination such as contaminated soil. 4. Any additional work performed (upon verbal or written request) | <ol style="list-style-type: none"> 5. Site not to agreed specifications (i.e., 110 power not readily available) 6. Any special local laws or ordinances or changes in regulations after this date. 7. Any waste disposal |
|--|---|

PLEASE READ CONDITIONS ON THE REVERSE SIDE.

All collection fees, including attorney fees, court cost, or any expense involved in the collection of these

(11/2 per month

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Contractor is to be held free of any and all liabilities. Any alteration or deviation from above specifications involving extra cost will become an extra charge over and above the estimate. All agreements contingent upon strikes. Accidents or delays beyond our control. Owner to carry fire and all other necessary insurance. Our workers are covered by Workmen's Compensation Insurance.

GOLD EAGLE CONTRACTING, INC

Glenn Worsman

AUTHORIZED SIGNATURE _____

NOTE This proposal may be withdrawn by us if not accepted within 30 days.

Acceptance of Proposal- The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above

SIGNATURE _____

Date of Acceptance: _____

SIGNATURE _____

Upon acceptance please sign and return

QUOTES RECEIVED FOR:
REMOVAL OF TWO UNDERGROUND STORAGE TANKS
AT THE STATE MILITARY RESERVATION
CONCORD, NEW HAMPSHIRE

<u>COMPANY NAME</u>	<u>QUOTE AMOUNT</u>
Lakes Region Environmental Contractors, Inc.	\$13,350.00
GAFTEK Petroleum Specialists	\$38,355.00
Gold Eagle Contracting, Inc.	\$17,675.00