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State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
25 Capitol Street
Concord, New Hampshire 03301
(603) 271-3201 | Office@das.nh.gov

Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

October 2, 2026

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

REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a contract with Acadia Contractors, LLC (VC# 593091), Turner, ME, to provide statewide asbestos abatement, mold remediation, and lead paint removal services, in an amount up to and not to exceed $2,250,000.00, effective upon Governor and Executive Council approval through September 30, 2031, with the option to extend for up to an additional two years.

Funding will be provided through individual agency expenditures, none of which shall be permitted unless sufficient appropriated funds exist to cover the expense.

EXPLANATION

The Department of Administrative Services, through the Bureau of Purchase and Property (BoPP), issued Request for Bid (RFB) 3126-26 to establish statewide contracts for asbestos abatement, mold remediation, and lead paint removal services. These services are necessary to keep State buildings safe and healthy for employees and the public. A total of 8 compliant responses were received. The intent of the RFB was to create a multi-award contract structure that will ensure adequate availability for simultaneous agency needs. The award was issued to every vendor that offered the lowest or 2nd lowest rates for each category in each county. The multi-award criteria resulted in the below five vendors being selected.

One Source Environmental, LLC	Envirovantage, Inc.	Alpine Environmental Inc.
Prism Response LLC d/b/a Alloy	Acadia Contractors, LLC	

Requested approval of this contract will ensure agencies have uninterrupted access to licensed professionals who can safely remove asbestos, mold, and lead. These services are needed to support construction and renovation projects, address unexpected environmental issues, comply with local, state, and federal regulations, and keep State-owned buildings operating without interruption. Each project requires a Request for Quote (RFQ) to be issued to each contracted vendor, ensuring agencies always use the lowest cost vendor. Without this contract, agencies would be forced to source contractors individually—often during urgent or

time-sensitive situations—leading to increased costs, delayed projects, disruptions to public services, and greater safety and compliance risks.

The recommended price limitation of $2,250,000 is based on the State's historical spending patterns supported by internal tracking reports. The price limitation includes a contingency of approximately 25%, to ensure adequate capacity for unplanned or emergency cleanup needs, as well as any unexpected future projects that may arise over the contract term.

Contract financials	
Estimated annual spend	$357,091.57
Estimated 5-year term spend	$1,785,457.85
Add allowance for unexpected needs	$464,542.15
Price limitation	$2,250,000.00

Based on the foregoing, I am respectfully recommending approval of the contract with Acadia Contractors, LLC.

Respectfully submitted,

Charles M. Arlinghaus
Commissioner

Division of Procurement Support Services
Bureau of Purchase Property

Gary S. Lunetta
Director
(603) 271-2201

Bid Description	Asbestos Abatement, Mold Remediation, and Lead Paint Removal Services	Agency	RFB Bid Summary Statewide
RFB#	3126-26	Requisition#	N/A
Agent Name	Jonah Rosa	Bid Closing	4/9/2026 at 1:15 pm

Indicates Award: ☐

EnviroVantage, Inc.	
Estimated annual spend	$357,091.57
Estimated term spend	$1,785,457.85
Add allowance for contingency	$464,542.15
Recommended price limitation	$2,250,000.00

Alpine Environmental	
Estimated annual spend	$357,091.57
Estimated term spend	$1,785,457.85
Add allowance for contingency	$464,542.15
Recommended price limitation	$2,250,000.00

Acadia Contractors, LLC	
Estimated annual spend	$357,091.57
Estimated term spend	$1,785,457.85
Add allowance for contingency	$464,542.15
Recommended price limitation	$2,250,000.00

One Source Environmental, LLC	
Estimated annual spend	$357,091.57
Estimated term spend	$1,785,457.85
Add allowance for contingency	$464,542.15
Recommended price limitation	$2,250,000.00

Prism Response LLC d/b/a Alloy	
Estimated annual spend	$357,091.57
Estimated term spend	$1,785,457.85
Add allowance for contingency	$464,542.15
Recommended price limitation	$2,250,000.00

Recommendation Summary (Multi-Award Scenario)	
Statewide Contract or Amendment	Multi-Award Statewide Contract
Term of Contract	5 years with option to extend for up to 2 years
Price Limitation For All Four Contracts	$11,250,000.00
Number of Compliant Solicitations	8
Number of Sourced bidders	13
Number of NIGP Vendors Sourced	165
Number of non-responsive bidders	170
P-37 Checklist Complete	Yes
D&B Report On File	Yes
Confirmed Vendor is not debarred or	Yes
Method of Payment (P-card/ACH)	ACH or P-Card
FOB Delivered	Yes
Special Notes: The estimated annual spend is based on actual spend data from the previous contracts.	

Worker Rates	Normal Business Hours (Monday through Friday, 8:00 am to 4:30 pm) *excludes State holidays							
	EnviroVantage, Inc.	One Source Environmental, LLC	ACM Group Inc.	JH Spain Commercial Services, LLC	Alpine Environmental	Prism Response LLC d/b/a Alloy	Acadia Contractors, LLC	F.W. Webb Company
Coos	$87.50	$99.38	$105.00	$118.00	$122.50	$118.75	$120.00	$287.50
Belknap	$87.50	$99.38	$105.00	$105.00	$110.00	$118.75	$120.00	$239.58
Carroll	$87.50	$99.38	$105.00	$118.00	$122.50	$118.75	$120.00	$287.50
Grafton	$87.50	$99.38	$105.00	$118.00	$122.50	$118.75	$120.00	$287.50
Cheshire	$87.50	$99.38	$105.00	$105.00	$122.50	$118.75	$120.00	$205.36
Sullivan	$87.50	$99.38	$105.00	$105.00	$122.50	$118.75	$120.00	$239.58
Strafford	$68.75	$99.38	$105.00	$105.00	$110.00	$118.75	$120.00	$205.36
Rockingham	$68.75	$99.38	$105.00	$105.00	$110.00	$118.75	$120.00	$179.69
Merrimack	$68.75	$99.38	$105.00	$105.00	$110.00	$118.75	$120.00	$179.69
Hillsborough	$68.75	$99.38	$105.00	$105.00	$110.00	$118.75	$120.00	$179.69

Worker Rates	After Normal Business Hours (Monday through Friday, 4:31 pm to 7:59 am) *excludes State holidays							
	EnviroVantage, Inc.	One Source Environmental, LLC	JH Spain Commercial Services, LLC	Alpine Environmental	Prism Response LLC d/b/a Alloy	Acadia Contractors, LLC	ACM Group Inc.	F.W. Webb Company
Coos	$92.50	$99.38	$118.00	$122.50	$118.75	$140.00	$155.00	$495.94
Belknap	$92.50	$99.38	$105.00	$110.00	$118.75	$140.00	$155.00	$413.28
Carroll	$92.50	$99.38	$118.00	$122.50	$118.75	$140.00	$155.00	$495.94
Grafton	$92.50	$99.38	$118.00	$122.50	$118.75	$140.00	$155.00	$495.94
Cheshire	$92.50	$99.38	$105.00	$122.50	$118.75	$140.00	$155.00	$354.24
Sullivan	$92.50	$99.38	$105.00	$122.50	$118.75	$140.00	$155.00	$413.28
Strafford	$73.75	$99.38	$105.00	$110.00	$118.75	$140.00	$155.00	$354.24
Rockingham	$73.75	$99.38	$105.00	$110.00	$118.75	$140.00	$155.00	$309.96
Merrimack	$73.75	$99.38	$105.00	$110.00	$118.75	$140.00	$155.00	$309.96
Hillsborough	$73.75	$99.38	$105.00	$110.00	$118.75	$140.00	$155.00	$309.96

Worker Rates	Saturday, Sunday, and Holidays (8:00 am to 4:30 pm)							
	One Source Environmental, LLC	Alpine Environmental	Prism Response LLC d/b/a Alloy	Acadia Contractors, LLC	JH Spain Commercial Services, LLC	EnviroVantage, Inc.	ACM Group Inc.	F.W. Webb Company
Coos	$109.38	$122.50	$137.50	$140.00	$165.00	$175.00	$210.00	$661.25
Belknap	$109.38	$110.00	$137.50	$140.00	$150.00	$175.00	$210.00	$551.04
Carroll	$109.38	$122.50	$137.50	$140.00	$165.00	$175.00	$210.00	$661.25
Grafton	$109.38	$122.50	$137.50	$140.00	$165.00	$175.00	$210.00	$661.25
Cheshire	$109.38	$122.50	$137.50	$140.00	$150.00	$175.00	$210.00	$472.32
Sullivan	$109.38	$122.50	$137.50	$140.00	$150.00	$175.00	$210.00	$551.04
Strafford	$109.38	$110.00	$137.50	$140.00	$150.00	$137.50	$210.00	$472.32
Rockingham	$109.38	$110.00	$137.50	$140.00	$150.00	$137.50	$210.00	$413.28
Merrimack	$109.38	$110.00	$137.50	$140.00	$150.00	$137.50	$210.00	$413.28
Hillsborough	$109.38	$110.00	$137.50	$140.00	$150.00	$137.50	$210.00	$413.28

Worker Rates	Saturday, Sunday, and Holidays (4:31 pm to 7:59 am)							
	One Source Environmental, LLC	Alpine Environmental	Prism Response LLC d/b/a Alloy	Acadia Contractors, LLC	JH Spain Commercial Services, LLC	EnviroVantage, Inc.	ACM Group Inc.	F.W. Webb Company
Coos	$99.38	$122.50	$137.50	$140.00	$165.00	$175.00	$210.00	$760.44
Belknap	$99.38	$110.00	$137.50	$140.00	$150.00	$175.00	$210.00	$633.70
Carroll	$99.38	$122.50	$137.50	$140.00	$165.00	$175.00	$210.00	$760.44
Grafton	$99.38	$122.50	$137.50	$140.00	$165.00	$175.00	$210.00	$760.44
Cheshire	$99.38	$122.50	$137.50	$140.00	$150.00	$175.00	$210.00	$543.17
Sullivan	$99.38	$122.50	$137.50	$140.00	$150.00	$175.00	$210.00	$633.70
Strafford	$99.38	$110.00	$137.50	$140.00	$150.00	$137.50	$210.00	$543.17
Rockingham	$99.38	$110.00	$137.50	$140.00	$150.00	$137.50	$210.00	$475.27
Merrimack	$99.38	$110.00	$137.50	$140.00	$150.00	$137.50	$210.00	$475.27
Hillsborough	$99.38	$110.00	$137.50	$140.00	$150.00	$137.50	$210.00	$475.27

Supervisor Rates	Normal Business Hours (Monday through Friday 8:00 am to 4:30 pm) *excludes State holidays							
	Acadia Contractors, LLC	One Source Environmental, LLC	Prism Response LLC d/b/a Alloy	EnviroVantage, Inc.	Alpine Environmental	ACM Group Inc.	JH Spain Commercial Services, LLC	F.W. Webb Company
Coos	$40.00	$62.50	$62.50	$81.25	$122.50	$125.00	$143.00	$299.00
Belknap	$40.00	$62.50	$62.50	$68.75	$110.00	$125.00	$130.00	$249.17
Carroll	$40.00	$62.50	$62.50	$68.75	$122.50	$125.00	$143.00	$299.00
Grafton	$40.00	$62.50	$62.50	$81.25	$122.50	$125.00	$143.00	$299.00
Cheshire	$90.00	$62.50	$62.50	$81.25	$122.50	$125.00	$130.00	$213.57
Sullivan	$90.00	$62.50	$62.50	$81.25	$122.50	$125.00	$130.00	$249.17
Strafford	$40.00	$62.50	$62.50	$62.50	$110.00	$125.00	$130.00	$213.57
Rockingham	$40.00	$62.50	$62.50	$62.50	$110.00	$125.00	$130.00	$186.88
Merrimack	$40.00	$62.50	$62.50	$62.50	$110.00	$125.00	$130.00	$186.88
Hillsborough	$40.00	$62.50	$62.50	$62.50	$110.00	$125.00	$130.00	$186.88

Supervisor Rates	After Normal Business Hours (Monday through Fridays 4:31 pm to 7:59 am) *excludes State holidays							
	Acadia Contractors, LLC	One Source Environmental, LLC	Prism Response LLC d/b/a Alloy	EnviroVantage, Inc.	Alpine Environmental	JH Spain Commercial Services, LLC	ACM Group Inc.	F.W. Webb Company
Coos	$40.00	$62.50	$68.75	$86.25	$122.50	$143.00	$190.00	$515.78
Belknap	$40.00	$62.50	$68.75	$73.75	$110.00	$130.00	$190.00	$429.81
Carroll	$40.00	$62.50	$68.75	$73.75	$122.50	$143.00	$190.00	$515.78
Grafton	$40.00	$62.50	$68.75	$86.25	$122.50	$143.00	$190.00	$515.78
Cheshire	$90.00	$62.50	$68.75	$86.25	$122.50	$130.00	$190.00	$368.41
Sullivan	$90.00	$62.50	$68.75	$86.25	$122.50	$130.00	$190.00	$429.81
Strafford	$40.00	$62.50	$68.75	$67.50	$110.00	$130.00	$190.00	$368.41
Rockingham	$40.00	$62.50	$68.75	$67.50	$110.00	$130.00	$190.00	$322.36
Merrimack	$40.00	$62.50	$68.75	$67.50	$110.00	$130.00	$190.00	$322.36
Hillsborough	$40.00	$62.50	$68.75	$67.50	$110.00	$130.00	$190.00	$322.36

Supervisor Rates	Saturday, Sunday, and Holidays (8:00 am to 4:30 pm)							
	Acadia Contractors, LLC	One Source Environmental, LLC	Prism Response LLC d/b/a Alloy	Alpine Environmental	EnviroVantage, Inc.	JH Spain Commercial Services, LLC	ACM Group Inc.	F.W. Webb Company
Coos	$40.00	$75.00	$81.25	$122.50	$162.50	$190.00	$250.00	$687.70
Belknap	$40.00	$75.00	$81.25	$110.00	$137.50	$175.00	$250.00	$573.08
Carroll	$40.00	$75.00	$81.25	$122.50	$137.50	$190.00	$250.00	$687.70
Grafton	$40.00	$75.00	$81.25	$122.50	$162.50	$190.00	$250.00	$687.70
Cheshire	$90.00	$75.00	$81.25	$122.50	$162.50	$175.00	$250.00	$491.21
Sullivan	$90.00	$75.00	$81.25	$122.50	$162.50	$175.00	$250.00	$573.08
Strafford	$40.00	$75.00	$81.25	$110.00	$125.00	$175.00	$250.00	$491.21
Rockingham	$40.00	$75.00	$81.25	$110.00	$125.00	$175.00	$250.00	$429.81
Merrimack	$40.00	$75.00	$81.25	$110.00	$125.00	$175.00	$250.00	$429.81
Hillsborough	$40.00	$75.00	$81.25	$110.00	$125.00	$175.00	$250.00	$429.81

Supervisor Rates	Saturday, Sunday, and Holidays (4:31 pm to 7:59 am)							
	Acadia Contractors, LLC	One Source Environmental, LLC	Prism Response LLC d/b/a Alloy	Alpine Environmental	EnviroVantage, Inc.	ACM Group Inc.	JH Spain Commercial Services, LLC	F.W. Webb Company
Coos	$40.00	$75.00	$81.25	$122.50	$162.50	$250.00	$190.00	$790.86
Belknap	$40.00	$75.00	$81.25	$110.00	$137.50	$250.00	$175.00	$659.05
Carroll	$40.00	$75.00	$81.25	$122.50	$137.50	$250.00	$190.00	$790.86
Grafton	$40.00	$75.00	$81.25	$122.50	$162.50	$250.00	$190.00	$790.86
Cheshire	$90.00	$75.00	$81.25	$122.50	$162.50	$250.00	$175.00	$564.90
Sullivan	$90.00	$75.00	$81.25	$122.50	$162.50	$250.00	$175.00	$659.05
Strafford	$40.00	$75.00	$81.25	$110.00	$125.00	$250.00	$175.00	$564.90
Rockingham	$40.00	$75.00	$81.25	$110.00	$125.00	$250.00	$175.00	$494.28
Merrimack	$40.00	$75.00	$81.25	$110.00	$125.00	$250.00	$175.00	$494.28
Hillsborough	$40.00	$75.00	$81.25	$110.00	$125.00	$250.00	$175.00	$494.28

Mobilization Fee	Mobilization fee includes 3-Chamber Decon Unit Setup w/full working shower, water heater & water filter; Hepa Filtered Negative Air unit & assoc. exhaust tubing; HEPA Vacuums; GFCI, water hose, extension cords, rags & assorted hand tools							
	EnviroVantage, Inc.	Alpine Environmental	One Source Environmental, LLC	Acadia Contractors, LLC	Prism Response LLC d/b/a Alloy	JH Spain Commercial Services, LLC	F.W. Webb Company	ACM Group Inc.
Coos	$75.00	$100.00	$1,000.00	$1,000.00	$1,200.00	$1,750.00	$4,398.75	$5,000.00
Belknap	$75.00	$100.00	$1,000.00	$1,000.00	$1,200.00	$1,750.00	$4,398.75	$5,000.00
Carroll	$75.00	$100.00	$1,000.00	$1,000.00	$1,200.00	$1,750.00	$4,398.75	$5,000.00
Grafton	$75.00	$100.00	$1,000.00	$1,000.00	$1,200.00	$1,750.00	$4,398.75	$5,000.00
Cheshire	$75.00	$100.00	$1,000.00	$1,000.00	$1,200.00	$1,750.00	$3,392.50	$5,000.00
Sullivan	$75.00	$100.00	$1,000.00	$1,000.00	$1,200.00	$1,750.00	$3,825.00	$5,000.00
Strafford	$75.00	$100.00	$1,000.00	$1,000.00	$1,200.00	$1,750.00	$3,825.00	$4,000.00
Rockingham	$75.00	$100.00	$1,000.00	$1,000.00	$1,200.00	$1,750.00	$3,825.00	$4,000.00
Merrimack	$75.00	$100.00	$1,000.00	$1,000.00	$1,200.00	$1,750.00	$3,825.00	$4,000.00
Hillsborough	$75.00	$100.00	$1,000.00	$1,000.00	$1,200.00	$1,750.00	$3,825.00	$4,000.00

Disposal Fee	Asbestos Waste (per bag)							
	Acadia Contractors, LLC	Prism Response LLC d/b/a Alloy	JH Spain Commercial Services, LLC	One Source Environmental, LLC	EnviroVantage, Inc.	Alpine Environmental	ACM Group Inc.	F.W. Webb Company
Coos	$9.00	$10.00	$25.00	$30.00	$50.00	$55.00	$85.00	$86.25
Belknap	$9.00	$10.00	$25.00	$30.00	$50.00	$45.00	$85.00	$86.25
Carroll	$9.00	$10.00	$25.00	$30.00	$50.00	$55.00	$85.00	$86.25
Grafton	$9.00	$10.00	$25.00	$30.00	$50.00	$55.00	$85.00	$86.25
Cheshire	$9.00	$10.00	$25.00	$30.00	$50.00	$55.00	$85.00	$86.25
Sullivan	$9.00	$10.00	$25.00	$30.00	$50.00	$55.00	$85.00	$86.25
Strafford	$9.00	$10.00	$25.00	$30.00	$50.00	$45.00	$75.00	$86.25
Rockingham	$9.00	$10.00	$25.00	$30.00	$50.00	$45.00	$75.00	$86.25
Merrimack	$9.00	$10.00	$25.00	$30.00	$50.00	$45.00	$75.00	$86.25
Hillsborough	$9.00	$10.00	$25.00	$30.00	$50.00	$45.00	$75.00	$86.25

Disposal Fee	General Construction & Demolition Waste (per dumpster)							
	One Source Environmental, LLC	Alpine Environmental	Prism Response LLC d/b/a Alloy	EnviroVantage, Inc.	JH Spain Commercial Services, LLC	F.W. Webb Company	ACM Group Inc.	Acadia Contractors, LLC
Coos	$900.00	$1,200.00	$1,350.00	$1,500.00	$1,500.00	$1,725.00	$1,800.00	$1,800.00
Belknap	$900.00	$1,100.00	$1,350.00	$1,500.00	$1,500.00	$1,725.00	$1,800.00	$1,800.00
Carroll	$900.00	$1,200.00	$1,350.00	$1,500.00	$1,500.00	$1,725.00	$1,800.00	$1,800.00
Grafton	$900.00	$1,200.00	$1,350.00	$1,500.00	$1,500.00	$1,725.00	$1,800.00	$1,800.00
Cheshire	$900.00	$1,200.00	$1,350.00	$1,500.00	$1,500.00	$1,725.00	$1,800.00	$1,800.00
Sullivan	$900.00	$1,200.00	$1,350.00	$1,500.00	$1,500.00	$1,725.00	$1,800.00	$1,800.00
Strafford	$900.00	$1,100.00	$1,350.00	$1,500.00	$1,500.00	$1,725.00	$1,800.00	$1,800.00
Rockingham	$900.00	$1,100.00	$1,350.00	$1,500.00	$1,500.00	$1,725.00	$1,800.00	$1,800.00
Merrimack	$900.00	$1,100.00	$1,350.00	$1,500.00	$1,500.00	$1,725.00	$1,800.00	$1,800.00
Hillsborough	$900.00	$1,100.00	$1,350.00	$1,500.00	$1,500.00	$1,725.00	$1,800.00	$1,800.00

Disposal Fee	Asbestos Waste (per dumpster)							
	One Source Environmental, LLC	EnviroVantage, Inc.	Alpine Environmental	JH Spain Commercial Services, LLC	Acadia Contractors, LLC	Prism Response LLC d/b/a Alloy	ACM Group Inc.	F.W. Webb Company
Coos	$2,400.00	$3,200.00	$4,400.00	$5,000.00	$5,200.00	$5,800.00	$7,000.00	$8,625.00
Belknap	$2,400.00	$3,200.00	$4,200.00	$5,000.00	$5,200.00	$5,800.00	$7,000.00	$8,625.00
Carroll	$2,400.00	$3,200.00	$4,400.00	$5,000.00	$5,200.00	$5,800.00	$7,000.00	$8,625.00
Grafton	$2,400.00	$3,200.00	$4,400.00	$5,000.00	$5,200.00	$5,800.00	$7,000.00	$8,625.00
Cheshire	$2,400.00	$3,200.00	$4,400.00	$5,000.00	$5,200.00	$5,800.00	$7,000.00	$8,625.00
Sullivan	$2,400.00	$3,200.00	$4,400.00	$5,000.00	$5,200.00	$5,800.00	$7,000.00	$8,625.00
Strafford	$2,400.00	$3,200.00	$4,200.00	$5,000.00	$5,200.00	$5,800.00	$6,000.00	$8,625.00
Rockingham	$2,400.00	$3,200.00	$4,200.00	$5,000.00	$5,200.00	$5,800.00	$6,000.00	$8,625.00
Merrimack	$2,400.00	$3,200.00	$4,200.00	$5,000.00	$5,200.00	$5,800.00	$6,000.00	$8,625.00
Hillsborough	$2,400.00	$3,200.00	$4,200.00	$5,000.00	$5,200.00	$5,800.00	$6,000.00	$8,625.00

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 – Contract #8003962

1.1 State Agency Name Department of Administrative Services Bureau of Purchase and Property		1.2 State Agency Address 25 Capitol Street Concord, NH 03301	
1.3 Contractor Name Acadia Contractors, LLC		1.4 Contractor Address 780 Auburn Rd, Turner, ME 04282	
1.5 Contractor Phone Number [redacted] 207-225-5400	1.6 Account Unit and Class Various	1.7 Completion Date September 30, 2031	1.8 Price Limitation $2,250,000
1.9 Contracting Officer for State Agency Gary Lunetta, Director		1.10 State Agency Telephone Number (603) 271-2009	
1.11 Contractor Signature Dillon Pratt Date: 9/25/26		1.12 Name and Title of Contractor Signatory Dillon Pratt, President	
1.13 State Agency Signature Date: 10.15.24		1.14 Name and Title of State Agency Signatory Charles M. Arlinghaus, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: J.D. Lavallee		On: 10/20/2026	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

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

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof and shall be the only and the complete compensation to the Contractor for the Services.

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

5.4 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

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8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

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

10.2 All data and any Property which has been received from the State, or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and
14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.
15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation")*.
15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CHOICE OF LAW AND FORUM.
19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.
19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

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

23. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

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

26. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

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EXHIBIT A - SPECIAL PROVISIONS

There are no special provisions of this contract.

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EXHIBIT B - SCOPE OF SERVICES

1. **INTRODUCTION:**
   1.1. Acadia Contractors, LLC (hereinafter referred to as the "Contractor") hereby agrees to provide the State of New Hampshire (hereinafter referred to as the "State"), Department of Administrative Services, with Asbestos Abatement, Mold Remediation, and Lead Paint Removal Services in accordance with the bid submission in response to State Request for Bid #3126-26 and as described herein.

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

3. **TERM OF CONTRACT:**
   3.1. The term of the contract shall commence on October 1, 2026, or upon approval of the Governor and Executive Council, whichever is later, through September 30, 2031.
   3.2. The contract may be extended for up to an additional two (2) years thereafter under the same terms, conditions, and pricing structure upon the mutual agreement between the Contractor and the State with the approval of the Governor and Executive Council.
   3.3. The State of New Hampshire reserves the right to add or delete locations/equipment throughout the term of the contract. For the addition of a new location or new equipment, a requesting agency through the Division of Procurement and Support Services shall submit a request for quote (RFQ) including a detailed scope of work to the contractor. Quotes shall be in accordance with pricing and service requirements contained herein and no service shall be performed until documented acceptance by the State is received. The Contract may be amended, by agreement of the parties, effective upon approval of the commissioner of the Department of Administrative Services or designee, without further approval needed by the Governor and Executive Council as long as the price limitation is unchanged or decreased as a result of the new or deleted locations/equipment.
   3.4. The maximum term of the Contract (including all extensions) cannot exceed seven (7) years.

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

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

6. **SPECIFICATIONS:**
   6.1. Complete specifications required are detailed in the SCOPE OF SERVICES section of this Contract.

7. **SPECIFICATION COMPLIANCE:**
   7.1. Contractor shall meet or exceed the required specifications as written. The State of New Hampshire shall be the sole determining factor of what meets or exceeds the required specifications.

8. **SCOPE OF SERVICES:**
   8.1. Contractor shall supply all labor, tools, transportation, materials, equipment and permits as necessary and required to perform services as described herein.
   8.2. Contractor shall provide material safety data sheets with the delivery of any and all products covered by RSA 277-A, the "Worker's Right to Know Act."
   8.3. PART 1 – GENERAL:

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8.3.1. Scope of services document shall be modified by the Industrial Hygiene (IH) Consultant to reflect the specific scope of work for each project.

8.3.2. The Contractor shall provide pricing to the State of New Hampshire based on compliance regulations outlined below for each requested project, based on the Scope of Services document as modified by IH Consultant for the project. This work section is not intended for lead-based paint abatement activity as defined by NH Administrative Rule He-P 1600 in response to State issued abatement orders or abatement activity specific to those rules.

8.3.3. The Contractor shall visually identify and quantify other hazardous or regulated wastes (e.g., Mercury switches, PCB ballasts, lead containing paint (LCP), solvents, acids, and insecticides) within the structure(s) on the site or parcel related to the abatement project. The Contractor shall assume responsibility to oversee and sign the Waste Shipment Record (WSR) - documents as well as submitting copies to the appropriate ENV-A 1800 OR CURRENT VERSION representative. Inspection report, preparation of abatement plan, and scope of work for an asbestos removal - contract, inspection of asbestos removal, and certification that appropriate environmental agencies and compliance with appropriate environmental regulations shall be part of this work.

8.3.4. The work areas may or may not have other regulated or hazardous materials present that are not covered in the Section. Contractor's OSHA-competent person shall also inspect the workplace for other potential hazardous building material during the initial inspection. Contractor will use only qualified, trained (and certified if required) workers to properly remove, package, transport, and dispose (or recycle) of such material in strict compliance with all local, State, and federal requirements as approved by State and as identified in the Project Scope of Work document prepared for each work request.

8.4. RELATED DOCUMENTS:

8.4.1. The Contractor is advised to thoroughly review the documents referenced in this Section. Strict adherence to the asbestos, lead containing paint, mold and hazardous materials, noise, air and water pollution regulations and requirements is required.

8.4.1.1. Code of Federal Regulations:

8.4.1.1.1. 29 CFR 1926.134, Respiratory Protection

8.4.1.1.2. 29 CFR 1926, Construction Industry

8.4.1.1.3. 29 CFR 1910, "Occupational Safety and Health Standards" (General Industry Standards)

8.4.1.1.4. 29 CFR 1910.146, "Permit Required Confined Space"

8.4.1.1.5. 29 CFR 1910.1020, Access to Employee Exposure and Medical Records

8.4.1.1.6. 29 CFR 1910.1200, Hazard Communication

8.4.1.1.7. 29 CFR 1926.62, Lead in Construction

8.4.1.1.8. 29 CFR 1926.1101, Occupational Exposure to Asbestos, Tremolite, Anthophyllite, and Actinolite; Final Rules

8.4.1.1.9. Asbestos School Hazard Abatement Reauthorization Act of 1990

8.4.1.1.10. Asbestos Hazard Emergency Response Act (AHERA)

8.4.1.1.11. 40 CFR 763 Sub-Part E, Asbestos Containing Materials in Schools

8.4.1.1.12. 40 CFR 61, National Emissions Standard of Hazardous Air Pollutants (NESHAPS), Sub-Part M

8.4.1.1.13. 40 CFR Part 745, EPA Lead Renovation, Repair and Painting (RRP) Rule

8.4.1.1.14. 40 CFR Parts 260-273 and Part 268, Hazardous Waste Regulations

8.4.1.1.15. 49 CFR Parts 171-180, Hazardous Material Regulations

8.4.1.2. OSHA Booklet 3126 "Working with Lead in the Construction Industry".

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

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

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8.4.1.5. Steel Structures Painting Council

8.4.2. State of NH Administrative Rules:

8.4.2.1. Env-Hw 100-1300, "Hazardous Waste Management"

8.4.2.2. Env-A 1800, "Asbestos Management and Control"

8.4.2.3. Env-Sw 900, "Management of Certain Wastes"

8.4.2.4. Env-Sw 2100, "Management and Control of Asbestos Disposal Sites Not Operated After July 9, 1981

8.4.2.5. State rules, regulations, and statutes not limited to NH RSA 141-E, 149-M and 147-A.

8.4.3. Local Town, City or County bylaws, rules and regulations

8.4.4. General provisions of the Contract, including General and Supplementary Conditions apply to the work of each of the Specification.

8.5. PROJECT SCOPE-OF-WORK – ASBESTOS ABATEMENT, MOLD REMEDIATION OR LEAD CONTAINING PAINT REMOVAL SERVICES:

8.5.1. General: All Asbestos abatement, mold remediation and lead containing paint (LP) related work is to be completed in accordance with the requirements set forth herein. The scope-of-work includes the removal, transport, equipment (i.e., lifts and dumpsters) and disposal of designated asbestos containing material (ACM), mold and lead containing paint (LP) materials, located at the work site as defined in the Scope of Services document as prepared by State and IH Consultant. All work is to be completed in agreement of agency per project. It is essential that all work be phased and scheduled as required to facilitate New Hampshire's renovation and upgrade work. All work is to be completed in strict accordance with applicable local, State, and federal codes and the requirements in this specification and Contract documents.

8.5.2. Methods to decontaminate fungi from surfaces are not currently codified. Industry guidelines require that porous building materials, which have moisture damage and mold contamination be properly packaged and disposed of by trained personnel with appropriated personal protective equipment (PPE) and engineering controls. Porous materials which are contaminated and left in place can become a reservoir for future fungal growth if exposed to moisture of high levels of humidity. Non-porous materials may be cleaned, disinfected and thoroughly dried. The NY City Department of Health & Mental Hygiene Guidelines on Assessment and Remediation of Fungi in Indoor Environments and the Institute of Inspection Cleaning and Restoration Certification IICRC S520 Standard and Reference Guide for Professional Mold Remediation and IIRCS500 Standard for Professional Water Damage Restoration are reference as guidelines. Workers used to compete this work shall be thoroughly trained on these methods and potential hazards associated with these work activities.

8.5.3. Contract Documents: Indicate the work of the Contract and related requirements and conditions that have an impact on the project. This specification, along with other construction specification sections and drawings, and Project Scope of Work document shall be considered part of the Contract documents.

8.5.4. A summary of work to be completed is provided below and includes an inventory of ACM and LCP material to be removed, packaged, transported, and disposed of in accordance with the Contract Documents.

8.5.5. Please note any ACM, LCP or hazardous material scheduled to remain in the work area or work site following completion of work by Contractor. Care must be taken to avoid disturbance of these materials throughout the duration of the project. Contractor shall also provide drawings showing locations of ACM, LCP or hazardous materials not removed in the Work Area as part of Contractor's work.

8.5.6. Reference full inspection reports for discussions and additional information and limitations of New Hampshire's survey for each work area and work site.

ACM, LCP, HAZARDOUS MATERIAL	Location	Approximate Quantity
	SAMPLE	

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8.5.7. ACM or LCP OR HAZARDOUS MATERIAL REMOVAL WORK LISTING (to be edited by IH Consultant for each project Scope of Work).

8.5.8. The work areas have or may have other regulated or hazardous materials present that are not covered in the scope of work, including but not limited to, polychlorinated biphenyl (PCB)-containing materials, mercury, guano, other hazardous materials, and universal waste. Contractor's OSHA-competent person shall also inspect the workplace for other potential hazardous building material during the work. If encountered during the work, immediately notify Owner's Representative. Use only qualified, trained (and certified, if required), workers to properly remove, package, transport, and dispose (or recycle) of such material in strict compliance with all local, State, and federal requirements as approved by State and as identified in the Project Scope of Work document prepared for each work request.

8.6. WORK SCHEDULES:

8.6.1. All work shall be completed in accordance with the schedule requirements as indicated by the State of New Hampshire.

8.6.2. All work shall be strictly coordinated and scheduled by the Contractor as indicated by and in cooperation with the State of New Hampshire and the State of New Hampshire's Industrial Hygiene consultant (IH Consultant). Work will be phased as required to facilitate the State of New Hampshire's operations, general occupancy of the site, and general construction activity. Contractor must provide proposed daily schedules to the State of New Hampshire and IH Consultant for each phase of work and each State of New Hampshire work request. Adequate advance notice must be provided to the State of New Hampshire and the IH Consultant prior to any schedule changes. Start and completion dates for the work and specific phasing requirements must be submitted to the State of New Hampshire and the IH Consultant for approval.

8.7. Contractor ESTIMATES:

8.7.1. Contractor pricing must be based on the Contractor 's field measurements and assessment of the conditions and requirements of the work, in addition to requirements of the specification. Listings of ACM, Mold, LCP as well as non-ACMs and noted conditions for the work areas provided by the State of New Hampshire are intended for informational purposes to assist the Contractor in the Contractor 's delineation of the work. It is the responsibility of the Contractor to verify all such project information as necessary to satisfy the Contractor as to the requirements of the work for each specific phase of the project. The Contractor must notify the State of New Hampshire 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 the State of New Hampshire, the Contractor is responsible for the removal of all designated ACM, LCP and hazardous materials so designated by the State of New Hampshire.

8.8. EXISTING CONDITIONS:

8.8.1. Prior to commencement of work, inspect areas in which work will be performed. Prepare a listing of damage to structure, surfaces, non-ACM insulations, equipment or surrounding properties 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 containment and abatement and general housecleaning. Use care to prevent damages to existing surfaces during installation of solid barriers, critical barriers, and primary isolation barriers. 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.

8.9. POTENTIAL ASBESTOS AND LCP MATERIAL HAZARD:

8.9.1. The disturbance or dislocation of ACM or LCP may cause asbestos fibers, lead dust particles to be released into the buildings' atmosphere or outside environment, thereby creating a potential health hazard to workers and building occupants. Apprize all workers, supervisory personnel, subcontractors, and consultants who will be at the job site of the seriousness of the hazard and of proper work procedures that must be followed.

8.9.2. Where in the performance of the work, workers, supervisory personnel, subcontractors, or consultants may encounter, disturb, or otherwise function in the immediate vicinity of any identified ACM fibers or lead dust particles take appropriate continuous measures as necessary to protect all building occupants from the potential hazard of exposure to airborne ACM or LCP. Such measures shall include the procedures and methods described herein, and compliance with regulations of applicable federal, State, and local agencies.

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Complete and coordinate with the State of New Hampshire as applicable, all communication of hazards in strict accordance with 29 CFR 1926 and other applicable State and federal regulations for ACM fibers and LCP particles, PCB ballasts, mercury, fluorescent light bulbs, and other anticipated hazards. The Contractor shall coordinate with the State of New Hampshire and the IH Consultant to review all existing inspection records and testing results as needed.

8.10. POTENTIAL MOLD HAZARD:

8.10.1. The remediation of mold and mold-contaminated materials may cause mold spores and other contaminants to be released into the buildings' atmosphere. Mold, mold spores and or mold byproducts are present almost everywhere in indoor and outdoor environments. Mold, mold spores and/or mold byproducts that have been released into the atmosphere may create potential health hazards to occupants. The Contractor shall apprise all employees at the site, workers, supervisory personnel, subcontractors and consultants who will be at the job site of the potential hazards and of the proper work procedures that must be followed.

8.10.2. Varying concentrations and species of fungi are commonly present within our environment. In most situations there are no adverse health effects. However, elevated concentrations of fungi and their various metabolic by products can lead to allergic or toxic reactions and infections in susceptible populations of people. There are currently no regulatory guidelines indicating safe or acceptable concentrations of these biological materials.

8.10.3. Current federal and State regulations do not cover fugal (mold) decontamination methods and procedures and clean-up standards. Industry guidelines treat fungi as a biological particulate contaminant, and as such, abatement engineering controls to prevent or reduce the spread of contamination follow along those accepted in the asbestos and lead abatement industries and are common to the construction industry where controlling air contaminants is required to protect indoor air quality.

8.11. CONTRACTOR USE OF PREMISES:

8.11.1. The Contractor shall limit the use of the site to the work indicated, to allow for the State of New Hampshire operations and general construction activity. 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 noted by the State of New Hampshire. Provide additional barriers and site security as needed to accommodate such access.

8.11.2. Install Solid Construction Barriers: Provide solid construction barriers as indicated by the State of New Hampshire 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 that is conducted during periods of operation.

8.11.3. Provide Warning Signs at each door and barrier leading to Work Area reading as follows:

DANGER
KEEP OUT
BEYOND THIS POINT CONSTRUCTION WORK IN PROGRESS

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

DANGER
ASBESTOS/LEAD
CANCER AND LUNG DISEASE HAZARD AUTHORIZED PERSONNEL ONLY
RESPIRATORS AND PROTECTIVE CLOTHING ARE REQUIRED IN THIS AREA

OR:

DANGER
MOLD-CONTAMINATION HAZARD AUTHORIZED PERSONNEL ONLY

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RESPIRATORS AND PROTECTIVE CLOTHING ARE REQUIRED IN THIS AREA

8.11.4. If the Critical or Primary Barrier falls or is breached in any manner, stop work immediately and repair the breach as required. Do not start work until authorized by the IH Consultant. Any contamination and/or suspect contamination, as determined by the State of New Hampshire and the IH Consultant, resulting from a breach in the barriers or other neglect by the Contractor shall be thoroughly abated in accordance with this Specification at no additional cost to the State of New Hampshire

8.12. STOP WORK:

8.12.1. If the State of New Hampshire 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 the State of New Hampshire and the IH Consultant.

8.13. PROJECT COORDINATION:

8.13.1. Administrative and Supervisory Personnel:

8.13.1.1. **Supervisor:** Provide a full-time Supervisor (NH-certified asbestos abatement supervisor) who is experienced in administration and supervision of asbestos abatement and LCP materials projects including work practices, protective measures for building and personnel, disposal procedures, etc. This person is the Contractor's Representative responsible for compliance with all applicable federal, State, and local regulations, particularly those relating to ACM.

8.13.1.2. Experience and Training: The Supervisor must have completed a course at an EPA Training Center or equivalent certificate course in asbestos abatement procedures and have had a minimum of five (5) years on-the-job training in asbestos abatement procedures. The Supervisor must also have adequate experience working on similar projects.

8.13.1.3. Accreditation/Qualifications: The Supervisor is to be (1) a Competent Person as required by OSHA in 29 CFR 1926, and (2) accredited and certified in accordance with the AHERA regulation 40 CFR Part 763, Subpart E, Appendix C; (3) certified in accordance with NH Asbestos Management Rules, Chapter Env-A 1800 and (4) able to communicate in English both orally and in writing.

8.14. Pre-Construction Conference:

8.14.1. An initial progress meeting recognized as "Pre-Construction Conference" will be convened by the State of New Hampshire 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, as applicable.

8.15. Daily Log:

8.15.1. Daily Log: Maintain at the work area a daily log documenting the dates and time of but not limited to, the following items:

8.15.1.1. Visitations; authorized and unauthorized

8.15.1.2. Personnel entering and leaving the work area (name, certification, expirations) – use specification form.

8.15.1.3. Special or unusual events, i.e., barrier breaching, equipment failures, accidents

8.15.1.4. Documentation of (1) daily inspections and test results, (2) removal of any sheet plastic barriers,

8.15.1.5. (3) inspections prior to application of encapsulation, enclosure or any other operation that will conceal the condition of ACMs and LCPs material or the substrate from which such materials have been removed, (4) removal of waste materials from work area and site, including exact number of waste bags/containers, (5) decontamination of work area and equipment, and (6) final inspection/air test results.

8.16. STANDARDS:

8.16.1. Applicability of Standards: It is the Contractor's responsibility to complete all work in accordance with (or exceeding) all applicable industry standards and guidelines. Except where Contract Documents include more stringent requirements, all applicable construction industry standards have the same force and effect as if bound or copied directly into Contract Documents. Standards are made a part of the Contract Documents

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by reference. Where compliance with an industry standard is required, comply with the most current standards in effect as of date of Contract Documents.

8.16.2. Conflicting Requirements: Where compliance with two or more standards is specified, and they establish different or conflicting requirements for minimum quantities or quality levels, the most stringent requirement will be enforced, unless the Contract Documents indicate otherwise. Refer to the State of New Hampshire and IH Consultant any requirements that are different or conflicting; outline the more stringent requirement before proceeding.

8.16.3. Comply with applicable standards including, but not limited to, American National Standards Institute (ANSI) standards and American Society for Testing and Materials (ASTM) standards.

8.17. DEFINITIONS:

8.17.1. General: Definitions contained in this Article are not necessarily complete but are general to the extent that they are not defined more explicitly elsewhere in the Contract Documents.

8.17.2. Approve: The term "approved," where used in conjunction with the State of New Hampshire or the IH Consultant's action on the Contractor's submittals, applications, and requests, is limited to the responsibilities and duties of the IH Consultant as indicated in the Contract Documents. Such approval or acceptances do not express or claim any certification of completeness, compliance, or approval of programs and documentation, including but not limited to review of analytical results, historical information, and interpretations. Such approval shall not release the Contractor from responsibility to fulfill Contract Document requirements, unless otherwise provided in the Contract Documents.

8.17.3. Manifest: "Manifest" as defined in RSA 147-A:2.

8.17.4. Indicated: This term refers to graphic representations, notes or schedules on the drawings, or other paragraphs or schedules in specifications, and similar requirements in Contract Documents. Where terms such as "shown," "noted," "scheduled," and "specified" are used, it is to help locate the reference; no limitation on location is intended except as specifically noted.

8.17.5. Directed: Terms such as "directed", "requested", "authorized", "selected", "approved", "required", and "permitted" mean "directed by the State of New Hampshire's representative", "requested by the "IH Consultant", and similar phrases. However, no implied meaning shall be interpreted to extend the IH Consultant's responsibility into the Contractor's area of construction supervision.

8.17.6. Regulation: The term "Regulations" includes laws, statutes, ordinances, and lawful orders issued by authorities having jurisdiction, as well as rules, conventions and agreements within the construction industry that control performance of the Work, whether they are lawfully imposed by authorities having jurisdiction or not.

8.17.7. Furnish: The term "furnish" is used to mean "supply and deliver to the project site, ready for unloading, unpacking, assembly, installation, and similar operations."

8.17.8. Install: The term "install" is used to describe operations at project site including the actual "unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning and similar operations."

8.17.9. Provide: The term "provide" means "to furnish and install, complete and ready for the intended use."

8.17.10. Installer: An "Installer" is an entity engaged by the Contractor, either as an employee, subcontractor or sub-subcontractor for performance of a particular construction activity, including installation, erection, application and similar operations. Installers are required to be experienced in the operations they are engaged to perform.

8.17.11. The term "experienced," when used with the term "Installer" means having a minimum of 5 previous projects similar in size and scope to this project, and familiar with the precautions required, and has complied with requirements of the authority having jurisdiction.

8.17.12. Project Site is the space available to the Contractor for performance of the work, either exclusively or in conjunction with others performing other construction as part of the project.

8.17.13. Testing Laboratories: A "testing laboratory" is an independent entity engaged to perform specific inspections or tests, either at the project site or elsewhere, and to report on, and, if required, to interpret, results of those inspections or tests.

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8.17.14. IH Consultant: This is the entity employed or engaged as Industrial Hygiene (IH) Consultant as described in the Contract Documents. All references to the State of New Hampshire's Consultant, Air Monitoring Consultant, or Consultant regarding Asbestos abatement LCP materials work in the Contract Documents in all cases refer to the IH Consultant. The IH Consultant will represent the State of New Hampshire during project and until final payment is due. The State of New Hampshire's representative may also constitute other persons representing the State of New Hampshire, other than the IH Consultant or consultants, as indicated by the State of New Hampshire. The State of New Hampshire's instructions to the Contractor will be made directly to the Contractor or forwarded through the IH Consultant.

8.17.15. Supervisor: This is the Contractor's Representative at the work site. This person will be the Competent Person required by OSHA in 29 CFR 1926 and Supervisor/Supervisor as required by the State of New Hampshire. Provide a licensed Supervisor at each individual work site during work.

8.18. NOTICES:

8.18.1. U.S. Environmental Protection Agency:

8.18.1.1. Send proper written notification as required by USEPA National Emission Standards for Hazardous Air Pollutants (NESHAPS), Regulations (40 CFR 61, Subpart M) to the regional Asbestos, NESHAPS Contact - Reno/Demo Clerk - at least 10 working days prior to beginning any work which will directly or indirectly result in disturbance of ACM or LCP materials. Post notifications at job site.

8.18.2. State and Local Agencies:

8.18.2.1. Contractor shall send written notification as required by State and local regulations prior to beginning any work on ACM. At least 10 working days prior to the start of work, submit appropriate notification in accordance with Env-A 1800 to the New Hampshire Department of Environmental Services, Air Resources Division, 29 Hazen Drive P.O. Box 95, Concord, NH 03302-0095. Post notifications at job site.

8.18.2.2. Notify all local emergency agencies of the abatement work to be completed as required. Obtain all necessary building permits as required.

8.19. Permits:

8.19.1. All ACM waste is to be transported by an entity maintaining a current "DOT Common Hauler Permit" specifically for ACM, and the transport must be documented by a Waste Ship Record submitted to NHDES in accordance with Env-A 1800.

8.19.2. NHDES must be notified of hazardous waste activity of any kind, a RCRA C Site Identification Form must be submitted before conducting these activities. NHDES Administrative Rule Env-Hw100-1300 must be followed.

8.20. Licenses:

8.20.1. Maintain current licenses as required by applicable State and local jurisdictions for the removal, transporting, disposal or other regulated activity relative to the work of this contract. Post all worker licenses at work area entrance.

8.21. Posting and Filing of Regulations:

8.21.1. Posting and Filing of Regulations: Post all notices required by applicable federal, State, and local regulations. Maintain at least one (1) copy of applicable federal, State, and local regulations and standards at each job site. Post copies of the specification at the job site.

8.22. SUBMITTAL REQUIREMENTS:

8.22.1. Schedule:

8.22.1.1. Submittals will be provided by the Contractor and 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. Submit ongoing submittals as required herein and as specified by the State of New Hampshire and the IH Consultant. Provide at the job site a copy of all current submittal packages and related documentation. Ongoing submittals will also be submitted as required for the Pre-construction and Closeouts and may not be limited to:

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8.22.1.1.1. Schedule updating or modifications as needed, including description and explanations as applicable.

8.22.1.1.2. Revise proposed methods of work procedures as required. Requests for revisions in work procedures must be approved by the State of New Hampshire and the IH Consultant. Depending on the scope of revisions and what was included in the original notification, this could require revisions to the original notification IAW Env-A 1800

8.22.1.1.3. Updated notifications and permitting.

8.22.1.1.4. Updated licenses and training records for all personnel at the site or for new personnel to work at the site

8.22.2. Submittal Preparation:

8.22.2.1. Package and furnish each submittal appropriately and include statements detailing minor variations and limitations. Include Contractor's certification that the submittal information complies with the Contract Document and Specification requirements. Two complete copies of each submittal package shall be furnished to State of New Hampshire in accordance with the schedules stated herein.

8.22.2.2. 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.

8.22.2.3. Do not include, as part of the Submittal Package required herein, other documents not specifically detailed herein. Additional submittal documentation to be provided by the Contractor as the Contractor deems appropriate shall be submitted as a separate supplemental submittal package and marked as such.

8.22.2.4. Submittal packages that do not meet the requirements herein may not be accepted and will be returned to the Contractor for re-submission.

8.22.2.5. By "approval" or acceptance of submittals, the State of New Hampshire and the 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, and interpretations.

8.22.2.6. Contractor is solely responsible for compliance with Specification and regulatory requirements associated with the work and submittal documentation.

8.22.3. Preconstruction Submittal Documentation

8.22.3.1. Provide the following Preconstruction Submittal Documentation prior to the start of each phase of work as indicated by IH Consultant:

8.22.3.1.1. Notifications: Copies of dated EPA, State, and local notifications.

8.22.3.1.2. Waste Hauler and Landfill Permits and notifications. Submit names, address, and licenses for the waste hauler and disposal facilities.

8.22.3.1.3. Names, addresses, experience, and references for any subcontractors the Contractor proposes to utilize for Work. State if any subcontractor asbestos workers or supervisors are to be used or whether only Contractor employees.

8.22.3.1.4. Names and 24-hour phone numbers/pagers for Supervisor and other key personnel for the Contractor.

8.22.3.1.5. List of personnel to be on-site. Copies of all company, Supervisor, and worker licenses and certifications required and in accordance with this Specification. Copies of current training certificates for workers and Supervisors.

8.22.3.1.6. Report from Medical Examination: conducted within last 12 months as part of compliance with OSHA medical surveillance requirements for each worker who is to enter the Work Area.

8.22.3.1.7. Notarized Certifications: Submit certification signed by an officer of the asbestos abatement contracting firm and notarized that exposure measurements, medical

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surveillance, and worker training records are being kept in conformance with 29 CFR 1926. Certify the dates for primary and secondary HEPA filter changes for neg. air units.

8.22.3.1.8. Respiratory Protection Schedule: Submit level of respiratory protection intended 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. Copy of written respiratory protection program.

8.22.3.1.9. Proposed schedule and phasing, containment layouts, and summary of approach and detail of any special work procedures to be used if not included or addressed in the scope of service specification.

8.22.3.1.10. Safety Data Sheets: for all materials to be used on-site not limited to encapsulants, spray adhesives, etc. Note: It is Contractor's responsibility to notify other Contractors in accordance with applicable OSHA regulations.

8.22.3.1.11. 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.

8.22.3.1.12. 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.

8.22.3.1.13. Other submittals required by the Contract Documents or as indicated by the State of New Hampshire.

8.22.4. Closeout Submittals

8.22.4.1. At a minimum, the following Closeout Submittals will be provided upon substantial completion of each phase and prior to final completion of each phase of work.

8.22.4.2. Copies of daily logs in accordance with this specification; Copies of analytical results and calculations for all air sampling completed by the Contractor during the project. Copies of specification daily sign in sheets.

8.22.4.3. A copy of each 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: In accordance with NESHAPS, submit all waste manifest documentation within 35 days from transport of waste from the site (provide interim submittals during the work as needed to comply with federal regulations).

8.22.4.4. Copy of the Pre-construction Submittals for the work. Do not submit personnel training and licensing documentation (other than daily log information) unless the information is not included in the original Preconstruction Submittal Documentation. Other submittals required by Contract Documents.

8.23. AIR MONITORING:

8.23.1. Work Area Isolation: The purpose of the State of New Hampshire and the IH Consultant air monitoring is to aid in the detection of faults in the work area isolation such as:

8.23.1.1. Contamination of areas outside of the work area isolation barriers

8.23.1.2. Failure of filtration or rupture in the differential pressure system

8.23.1.3. Contamination of air outside the building envelope with airborne Asbestos/LCP/Hazardous Material fibers.

8.23.2. Should any of the above occur immediately cease Asbestos, Lead Containing Paint material abatement activities until the fault is corrected. Do not recommence work until authorized by the IH Consultant.

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8.23.3. IH Consultant may monitor airborne fiber counts in the Work Area. The purpose of this air monitoring will be to detect airborne Asbestos/LCP/Hazardous Material 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 fibers.

8.24. Clearance Air Monitoring:

8.24.1. Work Area Clearance: To determine if the elevated airborne fiber counts encountered during project operations have been reduced to an acceptable level, the IH Consultant will sample and analyze air per applicable regulations and this specification. Contractor must provide at least 48 hours advance notice to the IH Consultant for any clearance testing or other inspections required, or for any changes to existing schedules.

8.25. Stop Action Levels:

8.25.1. Inside Work Area: Maintain an average airborne count in the Work Area of less than 0.10 fibers per cubic centimeter. If the fiber counts rise above this figure for any sample taken, revise work procedures to lower fiber counts. In this event, stop all work, leave pressure differential system in operation, and coordinate with the State of New Hampshire and the IH Consultant as needed.

8.25.2. Outside Work Area: If any air sample taken outside of the Work Area exceeds the base line concentration levels, immediately and automatically stop all work except corrective action.

8.25.3. If it is determined by the IH Consultant that the high reading was the result of a failure of Work Area isolation measures, initiate the following actions:

8.25.3.1. Immediately erect new critical barriers as set forth herein to isolate the affected area from the balance of the building. Erect Critical Barriers at the next existing structural isolation of the involved space (e.g., wall, ceiling, floor).

8.25.3.2. Decontaminate the affected area in accordance with the procedures stated herein.

8.25.3.3. Require that respiratory protection as set forth herein be worn in affected area until area is cleared for re-occupancy in accordance with the work area clearance requirements.

8.25.3.4. Leave Critical Barriers in place until completion of work and ensure that the operation of the pressure differential system in the Work Area results in a flow of air from the balance of the building into the affected area.

8.25.3.5. If the exit from the clean room of the personnel decontamination unit enters the affected area, establish a decontamination facility consisting of a Shower Room and Changing Room as set forth herein at entry point to affected area.

8.25.3.6. After Certification of Visual Inspection in the Work Area remove critical barriers separating the work area from the affected area. Final air samples will be taken within the entire area.

8.25.4. If the high reading was the result of other causes initiate corrective action as determined by the State of New Hampshire and IH Consultant.

8.25.5. Effect on Contract Sum: Complete corrective work with no change in the Contract Sum if high airborne fiber counts were caused by Contractor's activities. The Contract Sum and schedule will be adjusted for additional work caused by high airborne fiber counts beyond the Contractor's control.

8.26. Analytical Methods:

8.26.1. The State of New Hampshire reserves the right to use either phase contrast microscopy (PCM) and/or transmission electron microscopy (TEM) to analyze air samples. PCM analysis will be performed using the NIOSH 7400 method at the job site or at an off-site laboratory. TEM will be used as the State of New Hampshire deems necessary and for analysis of samples collected for air clearance purposes. All TEM analysis will be performed using the analysis method set forth in the AHERA regulation 40 CFR Part 763 App. A or as determined by IH Consultant depending on conditions of the testing and work.

8.27. Schedule of Air Samples:

8.27.1. Prior to the start of work: The IH Consultant may collect air samples to establish a base line before start of work. Base line is an action level expressed in fibers per cubic centimeter that is twenty-five percent greater than the largest of the following:

8.27.1.1. Average of the PCM samples collected outside each Work Area

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8.27.1.2. Average of the PCM samples collected outside the building

8.27.1.3. 0.01 fibers per cubic centimeter for Asbestos

8.27.2. Daily: From start of work involving Temporary Enclosures through the work of Project Decontamination, IH Consultant may be collecting samples on a regular basis. Sampling will be completed inside and outside of the work area.

8.27.2.1. At HEPA Exhaust areas

8.27.2.2. Non-work-area portions of the building adjacent to Critical Barriers

8.27.2.3. At entrance to the Decontamination Unit Clean Room

8.27.2.4. At least one sample outside the building

8.27.2.5. Adjacent occupied areas of the building Clearances: See the Air Clearance Requirements.

8.28. Laboratory Testing:

8.28.1. The services of a testing laboratory will be employed by the State of New Hampshire or the IH Consultant to perform laboratory analyses of the air samples. A microscope and technician will be set up at the job site, or samples will be sent daily by overnight mail, so that verbal reports on air samples (PCM analysis) can be obtained within 24 hours (Monday through Friday). The Contractor will have access to all air monitoring tests and results. Results of all air monitoring tests will be available at the job site on a daily basis. Also see the requirements for air clearance testing. TEM sample analysis may take longer than 24 hours.

8.29. OSHA Monitoring and Additional Testing:

8.29.1. Contractor will conduct personal breathing zone air monitoring in accordance with 29 CFR 126.1101 and/or 29 CFR 1926.62, and in accordance with project specifications during the course of all asbestos or lead related work.

8.30. TEMPORARY FACILITIES:

8.30.1. Provide temporary connection to existing building utilities or provide temporary facilities as required herein or as necessary to carry out the work. The State of New Hampshire must approve all connections to utilities and facility components. Provide temporary portable water and power sources for all exterior work as indicated and coordinated with the State of New Hampshire.

8.31. Water Service

8.31.1. Temporary Water Service Connection: All connections to the State of New Hampshire's water system shall include back-flow protection. Valves shall be temperature and pressure rated for operation of the temperatures and pressures encountered. After completion of use, connections and fittings shall be removed without damage or alteration to existing water piping and equipment. Leaking or dripping valves, on fresh water supply lines outside the work area only, shall be piped to the nearest drain or located over an existing sink or grade where water will not damage existing finishes or equipment.

8.31.2. Water Hoses: Employ heavy-duty abrasion-resistant hoses with a pressure rating greater than the maximum pressure of the water distribution system to provide water into each work area and to each Decontamination Unit. Provide fittings as required to allow for connection to existing wall hydrants or spouts, as well as temporary water heating equipment, branch piping, showers, shut-off nozzles and equipment.

8.31.3. Hot Water: as approved by the State of New Hampshire, may be secured from the building hot water system, provided back-flow protection is installed at point of connection as described in this section under Temporary Water Service connection, and if authorized in writing by the State of New Hampshire.

8.32. Electrical Service:

8.32.1. General: Comply with applicable OSHA, NEMA, NECA and UL standards and governing regulations for materials and layout of temporary electric service. Provide temporary power panels and extensions as required. Ground Fault Protection: Equip all circuits for any purpose entering Work Area with ground fault circuit interrupters (GFCI). Locate GFCI's exterior to Work Area so that all circuits are protected prior to entry to Work Area. Provide circuit breaker type ground fault circuit interrupters (GFCI) equipped with test button and reset switch for all circuits to be used for any purpose in work area, decontamination units, exterior, or as otherwise required by national electrical code, OSHA or other authority. Locate in panel exterior to Work Area.

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8.32.2. Electrical Power Cords: Use only grounded extension cords; use "hard-service" cords where exposed to abrasion and traffic. Use single lengths or use waterproof connectors to connect separate lengths of electric cords, if single lengths will not reach areas of work. Provide sufficient power cords to complete the Work and for the IH Consultant to use as required for the performance of air monitoring and clearance testing.

8.32.3. Voltage Differences: Provide identification warning signs at power outlets that are other than 110-120 volt power. Provide polarized outlets for plug-in type outlets, to prevent insertion of 110-120 volt plugs into higher voltage outlets. Dry type transformers shall be provided where required to provide voltages necessary for work operations.

8.32.4. Lamps and Light Fixtures: Provide general service incandescent lamps or fluorescent lamps of wattage indicated or required for adequate illumination as required by the work or this section. Protect lamps with guard cages or tempered glass enclosures, where fixtures are exposed to breakage by construction operations. Provide vapor tight fixtures in work area and decontamination units. Provide exterior fixtures where fixtures are exposed to the weather or moisture.

8.33. First Aid:

8.33.1. First Aid Supplies: Comply with governing regulations and recognized recommendations within the construction industry.

8.34. Fire Extinguishers:

8.34.1. Fire Extinguishers: Provide Type "A" fire extinguishers for temporary offices and similar spaces where there is minimal danger of electrical or grease-oil-flammable liquid fires. In other locations provide type "ABC" dry chemical extinguishers, or a combination of several extinguishers of NFPA recommended types for the exposures in each case.

8.35. Execution:

8.35.1. General: Use qualified tradesmen for installation of temporary services and facilities. Locate temporary services and facilities where they will serve the entire project adequately and result in minimum interference with the performance of the Work. Coordinate all such work with the State of New Hampshire.

8.35.1.1. Require that tradesmen be licensed as required by local authorities.

8.35.1.2. Relocate, modify and extend services and facilities as required during the course of work so as to accommodate the entire work of the project.

8.36. PRESSURE DIFFERENTIAL AND AIR CIRCULATION SYSTEM:

8.36.1. Continuously monitor and record the pressure differential between the Work Area and the building outside of the Work Area. Maintain accurate records of time and locations of testing on-site and in daily logs.

8.36.2. HEPA Filtered Fan Units: Supply the required number of HEPA filtered fan units to the site in accordance with specifications. Units must meet the requirements of all applicable regulations and standards.

8.37. WORKER PROTECTION:

8.37.1. Comply with respiratory protection requirements as specified in this specification and applicable regulations. Provide worker protection as required by the most stringent OSHA and/or EPA regulations and industry standards applicable to the work. The following procedures are minimums to be adhered to regardless of fiber count in the Work Area.

8.38. Worker Training:

8.38.1. All asbestos abatement supervisors and workers are to be accredited and certified in accordance with Env-A 1800, 29 CFR 1926.1101 and 40 CFR 763. All lead related activities are to be conducted by personnel trained in accordance with 29 CFR 2926.62.

8.38.2. Train all workers in accordance with 29 CFR Part 1926 on the workplace hazards present at the site, including but not limited to confined space entry, lock-out/tag-out, hazard communication, fall hazards, and other general construction hazards anticipated for the work.

8.39. Medical Examinations:

8.39.1. Provide medical examinations for all workers who may encounter an asbestos airborne fiber level of 0.1 f/cc or greater for an 8 hour TWA and an airborne fiber concentration of lead containing paint in excess of 50 µg/m3 averaged over an 8-hour period. In the absence of specific airborne fiber data provide medical

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examinations for all workers who will enter the Work Area for any reason. Examination shall at a minimum meet OSHA requirements as set forth in 29 CFR 1926 and 29 CFR 1910.20. In addition, provide an evaluation of the individual's ability to work in environments capable of producing heat stress in the worker.

8.40. Protective Clothing:

8.40.1. Coveralls: Provide cloth full-body coveralls and hats and require that they be worn by all workers in the Work Area. Require that workers change out of coverall in the Equipment Room of the Personnel Decontamination Unit. Dispose of coverall as Asbestos and LCP waste at completion of all work.

8.40.2. Other: Provide other personal protective equipment as required by OSHA regulations and industry standards, not limited to hard hats, eye protective (goggles), gloves, fall safety, and footwear.

8.41. Entering Work Area:

8.41.1. Each time Work Area is entered, remove all street clothes in the changing (clean) room of the personnel decontamination unit and put on new disposable coverall, new head cover, and a clean respirator. Proceed through shower room to equipment room and put on work boots. Only properly licensed/certified personnel shall enter the decontamination unit and work area. All personnel entering the work area must post their State license at the decontamination unit entrance.

8.42. Decontamination Procedures:

8.42.1. Require all workers to adhere to the following personal decontamination procedures whenever they leave the Work Area:

8.42.1.1. HEPA vacuum all gross debris from the protective clothing prior to entering the equipment room of the decontamination unit. When exiting area, remove disposable coveralls, disposable head covers, and disposable footwear covers or boots in the equipment room.

8.42.1.2. Still wearing respirators, proceed to showers. Showering is mandatory. Care must be taken to follow reasonable procedures in removing the respirator to avoid Asbestos or LCP fibers while showering. The following procedure is required as a minimum:

8.42.1.3. Carefully wash face piece of respirator inside and out. Each worker leaving the work area must shower completely with soap and water. Rinse thoroughly. Proceed from shower to clean room and change into street clothes or into new disposable work items.

8.43. Within Work Area:

8.43.1. Require that workers NOT eat, drink, smoke, chew tobacco or gum, or apply cosmetics in the Work Area. Maintain proper use of personnel protective equipment.

8.44. Respiratory Protection:

8.44.1. Provide sufficient respiratory protection in accordance with applicable OSHA requirements in addition to ANSI, NIOSH, and MSHA standards. Select proper level of protection based on personnel exposure monitoring and the applicable OSHA Permissible Exposure Limits.

8.44.2. Instruct and train each worker involved in asbestos or LCP material work or maintenance and repair of asbestos or LCP materials in proper respiratory use and require that each worker always wear a respirator, properly fitted on the face in the Work Area from the start of any operation which may cause airborne asbestos fibers or lead particles until the Work Area is completely decontaminated. Use respiratory protection appropriate for the fiber level encountered and as required for other toxic or oxygen-deficient situations encountered.

8.44.3. Except to the extent that more stringent requirements are written directly into the Contract Documents, the following regulations and standards have the same force and effect (and are made a part of the Contract Documents by reference) as if copied directly into the Contract Documents, or as if published copies were bound herewith. Where there is a conflict in requirements set forth in these regulations and standards, meet the more stringent requirement.

8.44.3.1. OSHA - U.S. Department of Labor Occupational Safety and Health Administration, Safety and Health Standards 29 CFR 1910, Section 1001 and Section 1910.134. 29 CFR 1926.

8.44.3.2. CGA -Compressed Gas Association, Inc., New York, Pamphlet CGA G-7,"Compressed Air for Human Respiration", and Specification CGA G-7.1 "Commodity Specification for Air".

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8.44.3.3. ANSI - American National Standard Practices for Respiratory Protection, ANSI Z88.2-1992, and most current revisions.

8.44.3.4. NIOSH - National Institute for Occupational Safety and Health MSHA - Mine Safety and Health Administration

8.44.3.5. Respiratory Protection: Provide sufficient respiratory protection in accordance with applicable OSHA requirements in addition to ANSI and NIOSH standards. Select proper level of protection based on personnel exposure monitoring and the applicable OSHA Permissible Exposure Limits. Require that respiratory protection be used at all times that there is any possibility of disturbance of Asbestos or LCP containing materials whether intentional or accidental.

8.44.4. Require that a respirator be worn by anyone in a Work Area at all times, regardless of activity, until the area has been cleared for re-occupancy.

8.44.5. Regardless of Airborne Fiber Levels: The minimum level of respiratory protection used must be half-face negative pressure respirator with high efficiency filters during pre-cleaning and abatement of no friable ACM and PAPR's during abatement of friable ACM. Provide and complete all necessary fit testing for respiratory protection in strict accordance with applicable OSHA regulations.

8.44.6. In the event that applicable OSHA PEL's (8-hour TWA and 30-minute STEL) or are exceeded, stop work. Do not recommence work until work procedures, including use of engineering controls, are modified to maintain exposures within the acceptable PEL's.

8.45. TEMPORARY ENCLOSURES:

8.45.1. Work areas are to be considered contaminated during the work and shall be completely isolated from other parts of the building such that fibers cannot pass through or beyond the perimeters of the work area and into non work areas. Should areas beyond the work area become contaminated with Asbestos fibers or LCP particles as a result of the Contractor's work, the Contractor shall be responsible for cleaning non-work areas as required. All costs including cleaning, decontaminating, monitoring, and testing shall be borne by the Contractor.

8.45.2. Contractor shall construct temporary containment enclosures in each work area as required in the Contract Documents and as required by the State of New Hampshire or the IH Consultant. Prior to proceeding with work of each of the following Specification Sections, coordinate and complete inspections of the work in progress with the IH Consultant as indicated and requested by the State of New Hampshire and the IH Consultant. Proceed with work sequentially as listed or indicated.

8.45.3. Prior to conducting pre-cleaning work, completely isolate the Work Area from other parts of the building so as to prevent ACM or LCP fibers, particles or debris from passing beyond the isolated area. Should the area beyond the Work Area(s) become contaminated with ACM or LCP fibers, particles, or debris as a consequence of the work, clean those areas in accordance with the decontamination and cleaning procedures indicated in this Specification. Perform all such required cleaning or decontamination at no additional cost to the State of New Hampshire.

8.45.4. Place all tools, scaffolding, staging, etc. necessary for the work in the area to be isolated prior to completion of Work Area isolation. The State of New Hampshire and/or the State of New Hampshire's representative will remove of all uncontaminated, non-fixed equipment, furniture, and other items from the Work Areas.

8.45.5. Disable ventilating systems or any other system bringing air into or out of the Work Area. Disable system by disconnecting wires, removing circuit breakers, by lockable switch or other positive means that will prevent accidental premature restarting of equipment.

8.45.6. Complete all lock-out and tag-out of power and air handling systems to, and within, the Work Area. Coordinate all lock-out and tag-out with the State of New Hampshire. Provide lock-out and tag-out in strict accordance of applicable OSHA regulations. Complete lock-out and tagging of all other equipment and systems as needed to complete the work in a safe manner. Coordinate with the State of New Hampshire and local fire department authorities the handling of heat and smoke detectors in the work areas, including sealing of detectors during work and removal of seals at the completion of work or shifts.

8.46. REGULATED ACM:

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8.46.1. All ACM to be removed during the Work of the Contract Documents shall be handled as Regulated ACM (RACM). This is based on the types of ACM present, conditions of the material, anticipated impact of removal and decontamination methods, and other related conditions.

8.47. REGULATORY REQUIREMENTS:

8.47.1. Conform to applicable OSHA, EPA, and NHDES regulations related to execution of the work governing material handling, safety procedures related to sampling and testing. Provide control methods appropriate for the work and in compliance with regulations for sampling of materials containing hazardous substances.

8.47.2. Obtain required permits from local, State, and federal authorities as required by regulations.

8.47.3. Do not close or obstruct egress width to any building or site exit.

8.48. EMERGENCY AND NON-EMERGENCY RESPONSE:

8.48.1. If an event poses a significant and immediate threat to human health, to the environment or business operation, then the event is considered an emergency. The State will determine if an emergency exists.

8.48.2. The Contractor shall respond to a non-emergency event within a maximum of four (4) hours unless a greater time is approved by the agency using the Contractor's services. The State agency will determine if a release is a non-emergency.

8.48.3. The State and Contractor shall agree to the choice of the method to be used in addressing the testing/monitoring or abatement of a site prior to commencement of the work.

8.48.4. The Contractor shall have the capability to provide a satisfactory initial response to any reported emergency petroleum release or spill in the State of New Hampshire.

8.48.5. The 24-hour manned emergency telephone number for the State of New Hampshire is 603-271- 4381. The NHDES telephone number for the Waste Management Division – Spill Response & Complaint Investigation Section is 603-271-3899; (8am to 4pm, Mon- Fri.)

8.48.6. The Contractor shall maintain a 24-hour per day, 7 days per week response capability.

8.48.7. When an event occurs, the agency contact person shall notify the Contractor by telephone, providing the best available information regarding the release. If possible, this will include the location, a brief description of the impacted area, name and contact phone number of responsible party, and a preliminary list of the resources that may be required.

8.48.8. The Contractor may be supervised by representatives of the State.

8.49. DISPOSAL OF ASBESTOS CONTAINING MATERIAL OR LEAD CONTAINING PAINT WASTE MATERIAL:

8.49.1. Asbestos Fibers/Lead Dust or Particles -containing waste materials and debris which is packaged in accordance with the provisions of this Specification may be disposed of at designated sanitary landfills when certain precautions are taken not limited to: notice to appropriate EPA Regional Offices and notice and permit from appropriate State and local agencies are completed.

8.49.2. Waste disposal site(s) must be properly licensed, permitted, and qualified to accept and handle ACM waste in accordance with all applicable local, State, and federal codes and regulations.

8.49.3. All transportation and disposal of ACM, LCP material hazardous waste and universal waste should be in accordance with Env-Hw100-1300 and all applicable federal regulations.

8.49.4. Disposal:

8.49.5. Comply with the following sections during all phases of this work: worker protection requirements and respiratory protection requirements. All waste is to be hauled by a waste hauler with all required licenses form all State and local authority with jurisdiction.

8.49.6. Carefully load all containerized asbestos fibers/lead dust or particles-containing waste material on sealed and lined trucks or other appropriate vehicles for transport. Exercise care before and during transport, to ensure that no unauthorized persons have access to the materials.

8.49.7. All materials are to be properly containerized in one of the following: (1) Two 6 mil disposal bags, or (2) Two 6 mil disposal bags and a fiberboard drum, or (3) as otherwise indicated in the final approved site plan for exterior work. Do not store disposal bagged material outside of the work area. Take bags or drums from the work area directly to a sealed truck or dumpster. Glove bags shall not be used as waste disposal bags.

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The State of New Hampshire will provide a designated location for placement of proper waste dumpster. Waste dumpster(s) will not be allowed to remain at the job site for longer than 72 hours upon completion of each phase (work area) of work by the Contractor. Do not transport disposal bagged materials on open trucks. Label drums with same warning labels as bags. Uncontaminated drums may be reused. Treat drums that have been contaminated as asbestos/lead -containing waste and dispose of in accordance with this specification. During loading and unloading, properly demarcate and label dumpster on all 4 sides. Dumpster shall be sealed, labeled and locked during all non-loading periods. Line waste dumpster with a minimum of 2 layers of 6 mil polyethylene sheeting and such that a minimum total of 20 mils of lining exists (including waste bags).

8.49.8. In accordance with NESHAPs and State regulations, advise the landfill operator or processor in advance of transport, of the quantity of material to be delivered. At disposal site unload containerized waste: At a disposal site, sealed plastic bags may be carefully unloaded from the truck. If bags are broken or damaged, leave in truck and clean entire truck and contents using procedures set forth herein. Retain receipts from landfill or processor for materials disposed of. At completion of hauling and disposal of each load submit copy of waste manifest, chain of custody form, and landfill receipt to the State of New Hampshire and the IH Consultant. Properly package, transport and dispose (or recycle) all any hazardous waste generated during the abatement work in accordance with the most current local, State and federal rules and regulations.

8.49.9. Coordinate with the State of New Hampshire and the State of New Hampshire's representatives for existing EPA hazardous waste generator number or obtain new identified number(s) in accordance with current regulations.

8.49.10. Provide copy of waste shipment record (complete to date) to the State of New Hampshire and the IH Consultant prior to removing waste from the site. Provide final copy of completed waste shipment record to the State of New Hampshire and the IH Consultant within 30 days of removing waste from the site.

8.50. Site Location Work Area:

ASBESTOS FIBERS/LEAD DUST OR PARTICLES CONTRACTOR DAILY SIGN IN SHEET

Contractor Name: _____ Date: _____

NH Entity License No.: _____ Expiration Date: _____

Site Supervisor Name: _____ NH Supv. Certification License No: _____

Site Supervisor Training No/Expiration: _____ NH Certification Exp: _____

Work Area: _____

Activity Performed During Shift: _____

Name	NH Certification Number	Certification Expiration	Training Number	Train Expiration
		SAMPLE		

9. **ADDITIONAL REQUIREMENTS:**

9.1. Unless otherwise stated in the Scope of Services, all services performed under this Contract(s) shall be performed between the hours of 8:00 A.M. and 4:00 P.M. for State business days, unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. The State requires ten-day advance knowledge of said work schedules to provide security and access to respective work areas. No premium charges shall be paid for any off-hour work.

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

9.3. The State shall require correction of defective work or damages to any part of a building or its appurtenances when caused by the Contractor's employees, equipment, or supplies. The Contractor shall replace in satisfactory

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condition all defective work and damages rendered thereby or any other damages incurred. Upon failure of the Contractor to proceed promptly with the necessary corrections, the State may withhold any amount necessary to correct all defective work or damages from payments to the Contractor.

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

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

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

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

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

9.9. If sub-contractors are to be utilized, please include information regarding the proposed sub-contractors including the name of the company, their address, contact person and three references for clients they are currently servicing. Approval by the State must be received prior to a sub-contractor starting any work.

9.10. Adm 606.05 states, if the Contractor fails to furnish items in accordance with all requirements or specifications of the Contract or other term or condition of purchase, including delivery terms, and if the purchasing agent is, as a result thereof, compelled to purchase similar items from another source with or without competitive bidding, the original Contractor shall be liable to the state for any excess costs.

10. WARRANTY REQUIREMENTS:

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

11. ACCOUNT REPRESENTATIVE:

11.1. The Contractor shall assign a dedicated account representative and a backup in their absence who will be responsible for the daily administration of this Contract. The account representative shall be familiar with all Contract requirements to ensure compliance with the terms of the Contract. The account representative shall respond by phone or email to Client Agency inquiries within 24 hours of initial contact or the next business day if after normal business hours. The account representative's responsibilities shall include but not be limited to:

11.1.1. Coordinate business review meeting(s) either virtually or on-site with the State held at a cadence requested by the State.

11.1.2. Provide recommended process and productivity improvements related to potential cost savings to the State for consideration quarterly.

11.1.3. Provide information and product offerings to bring the latest industry ideas and trends to the State as applicable.

11.1.4. Provide training on the use of the Contractor's portal as needed with no charge to the State.

12. ESTABLISHMENT OF ACCOUNTS:

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

13. ELIGIBLE PARTICIPANTS:

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

14. AUDITS AND ACCOUNTING:

14.1. The Contractor shall allow representatives of the State of New Hampshire to have complete access to all records for the purpose of determining compliance with the terms and conditions of the Contract and for monitoring the Contract.

14.2. At intervals during the contract term, and prior to the termination of the contract, the Contractor may be required to provide a complete and accurate accounting of all products and quantities ordered by each agency and institution and by political sub-divisions and authorized non-profit organizations.

15. USAGE REPORTING:

15.1. The Contractor shall submit a quarterly and annual usage report for analysis for each state agency or eligible participant. Reports are due no later than 30 days after the end of each calendar quarter to Devin Lahey at the Bureau of Purchase and Property and sent electronic to Devin.M.Lahey@DAS.NH.Gov. At a minimum, the Report shall include:

15.1.1. Contract Number

15.1.2. Utilizing Agency and Eligible Participant

15.1.3. Services/Products Purchased (showing the manufacturer, item, part number, and the final cost.)

15.1.4. Total Cost of all Services/Products Purchased. Ability to sort by agency/eligible participant.

15.1.5. In Excel format

16. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR:

16.1. The Contractor shall provide all Asbestos Abatement, Mold Remediation, and Lead Paint Removal services strictly pursuant to, and in conformity with, the specifications described in State RFB 3126-26, as described herein, and under the terms of this Contract.

16.2. It is the responsibility of the Contractor to maintain this contract and New Hampshire Vendor Registration with up to date contact information.

16.3. Contract specific contact information (Sales contact, Contractor contract manager, etc.) shall be sent to the State's Contracting Office listed in Box 1.9 of Form P-37.

16.4. Additionally, all updates i.e., telephone numbers, contact names, email addresses, W9, tax identification numbers are required to be current through a formal electronic submission to the Bureau of Purchase and Property at: https://das.nh.gov/purchasing/vendorregistration/(S(q0fzcv55qhaeqs45jpyq5i45))/welcome.aspx.

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

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

17. ENVIRONMENTALLY FRIENDLY PRODUCTS:

17.1. In accordance with State of New Hampshire RSA 9-C, the Bureau of Purchase and Property has an obligation to put into practice the interdependent principles of waste reduction, recycling, and recycled products purchasing. Contractors should supply environmentally preferable materials that meet performance requirements wherever practical in the fulfillment of this regulation. Environmentally preferable products and services have characteristics that include, but are not limited to, the following:

17.1.1. Energy or water efficient

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17.1.2. Reusable

17.1.3. Recyclable

17.1.4. Contains postconsumer recycled materials

17.1.5. Produces fewer polluting byproducts or safety hazards during manufacture, use, or disposal

17.1.6. Certified by an independent, third-party eco-label (e.g., Green Seal, EcoLogo, etc.)

17.2. Suppliers citing environmentally preferred product claims shall follow the Federal Trade Commission's Green Marketing Guidelines and provide proper certification or detailed information on environmental benefits, durability, and recyclable properties.

17.3. Whenever possible, Contractors shall eliminate PVC or polystyrene due to environmental and human health concerns. Contractors must notify the State if a product contains mercury and/or PFAS.

17.4. To promote fuel efficiency and reduce greenhouse gases and air pollution, Contractors are encouraged to use a SmartWay Transport/Carrier Partner for the shipment or transport of products. A list of SmartWay Transport partners can be found here: https://www.epa.gov/smartway/smartway-partner-list.

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

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

19. CONFIDENTIALITY & CRIMINAL RECORD:

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

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EXHIBIT C - METHOD OF PAYMENT

20. CONTRACT PRICE:

20.1. The Contractor hereby agrees to provide Asbestos Abatement, Mold Remediation, and Lead Paint Removal services in strict compliance with the terms and conditions specified in Exhibit B for an amount up to and not to exceed a price of $2,250,000; this figure shall not be considered a guaranteed or minimum figure; however, it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37 Block 1.7.

21. PRICING STRUCTURE:

County	Worker			
	Normal Business Hours (Monday through Friday; 8:00 am to 4:30 pm) *excludes State holidays	After Normal Business Hours (Monday through Friday; 4:31 pm to 7:59 am) *excludes State holidays	Saturday, Sunday, and Holidays (8:00 am to 4:30 pm)	Saturday, Sunday, and Holidays (4:31 pm to 7:59 am)
Coos	$120.00	$140.00	$140.00	$140.00
Belknap	$120.00	$140.00	$140.00	$140.00
Carroll	$120.00	$140.00	$140.00	$140.00
Grafton	$120.00	$140.00	$140.00	$140.00
Cheshire	$120.00	$140.00	$140.00	$140.00
Sullivan	$120.00	$140.00	$140.00	$140.00
Strafford	$120.00	$140.00	$140.00	$140.00
Rockingham	$120.00	$140.00	$140.00	$140.00
Merrimack	$120.00	$140.00	$140.00	$140.00
Hillsborough	$120.00	$140.00	$140.00	$140.00

County	Supervisor			
	Normal Business Hours (Monday through Friday; 8:00 am to 4:30 pm) *excludes State holidays	After Normal Business Hours (Monday through Friday; 4:31 pm to 7:59 am) *excludes State holidays	Saturday, Sunday, and Holidays (8:00 am to 4:30 pm)	Saturday, Sunday, and Holidays (4:31 pm to 7:59 am)
Coos	$40.00	$40.00	$40.00	$40.00
Belknap	$40.00	$40.00	$40.00	$40.00
Carroll	$40.00	$40.00	$40.00	$40.00
Grafton	$40.00	$40.00	$40.00	$40.00
Cheshire	$90.00	$90.00	$90.00	$90.00
Sullivan	$90.00	$90.00	$90.00	$90.00
Strafford	$40.00	$40.00	$40.00	$40.00
Rockingham	$40.00	$40.00	$40.00	$40.00
Merrimack	$40.00	$40.00	$40.00	$40.00
Hillsborough	$40.00	$40.00	$40.00	$40.00

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County	Mobilization Fee	Disposal Fees		
		General Construction & Demolition Waste (per dumpster)	Asbestos Waste (per bag)	Asbestos Waste (per dumpster)
Coos	$1,000.00	$1,800.00	$9.00	$5,200.00
Belknap	$1,000.00	$1,800.00	$9.00	$5,200.00
Carroll	$1,000.00	$1,800.00	$9.00	$5,200.00
Grafton	$1,000.00	$1,800.00	$9.00	$5,200.00
Cheshire	$1,000.00	$1,800.00	$9.00	$5,200.00
Sullivan	$1,000.00	$1,800.00	$9.00	$5,200.00
Strafford	$1,000.00	$1,800.00	$9.00	$5,200.00
Rockingham	$1,000.00	$1,800.00	$9.00	$5,200.00
Merrimack	$1,000.00	$1,800.00	$9.00	$5,200.00
Hillsborough	$1,000.00	$1,800.00	$9.00	$5,200.00

*Mobilization fee includes 3-Chamber Decon unit Setup w/ full working shower, water heater & water filter, Hepa Filtered Negative Air unit & assoc. exhaust tubing; HEPA Vacuums; GFCI, water hose, extension cords, rags & assorted hand tools.

22. PRICE ADJUSTMENTS:

22.1. On the anniversary date of this contract and annually thereafter, the Contractor may request price adjustment, either upward or downward, keyed to the industry changes or general trade. Written notice of an impending price increase, including substantiation for it, must be submitted in writing to Devin Lahey at the Bureau of Purchase & Property, 25 Capitol Street, Concord, NH 03301, or via email Devin.M.Lahey@DAS.NH.Gov no less than thirty (30) days prior to the effective date of said price increase. **Increases shall not exceed 3%.** The State reserves the right to reject any price increases it deems unreasonable. If parties to the contract cannot agree on renewal terms, it is hereby understood that the contract will be rebid.

23. PRICING QUOTATIONS FOR INDIVIDUAL PROJECTS:

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

24. INVOICE:

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

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

24.3. The invoice shall be sent to the address of the using agency under agreement.

25. TERMS OF PAYMENT:

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

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

Contractor Initials DP

Date 9/25/26

State of New Hampshire
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that ACADIA CONTRACTORS, LLC is a Maine Limited Liability Company registered to transact business in New Hampshire on April 02, 2010. 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: **628659**
Certificate Number: **0008030536**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 23rd day of September A.D. 2026.

David M. Scanlan
Secretary of State



ACADIA CONTRACTORS LLC
780 Auburn Road
Turner, ME 04282
(207) 225-5400

Sole Member LLC Certification of Authority

I, Dillon Pratt, hereby certify that I am the Sole Member of Acadia Contractors, LLC which is registered with the Secretary of State under RSA 349. I certify that I am the sole owner of my business.

I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the business. This authority **shall remain valid for thirty (30)** days from the date of this Corporate Resolution.

DATED: 9/25/26

ATTEST: Dillon Pratt

ACADCON-01 KLECLERC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 9/25/2026

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

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

PRODUCER	CONTACT NAME:	
United Insurance - Rumford 19 Congress Street Rumford, ME 04276	PHONE (A/C, No, Ext): (207) 364-3766	FAX (A/C, No): (207) 364-4516
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Colony Ins Co	39993
INSURER B : MMG Insurance Company	15997
INSURER C : Maine Employers Mutual Insurance Co	11149
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Acadia Contractors LLC
780 Auburn Rd.
Turner, ME 04282

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR			PACEC4245659	7/17/2026	7/17/2027	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:						PROF. Liability	$ 1,000,000
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO			KA12007476	7/17/2026	7/17/2027	BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	$ 4,000,000
	EXCESS LIAB CLAIMS-MADE			EXCC4245660	7/17/2026	7/17/2027	AGGREGATE	$ 4,000,000
	DED RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N Y	N/A		1810060030	7/16/2026	7/16/2027	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	Worker's Comp- NH			5101800941	7/16/2026	7/16/2027	Policy Limit	1,000,000
A	Contractor Pollution			PACEC4245659	7/17/2026	7/17/2027	Each Occurence	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
The General Liability policy has a per project aggregate with a $10,000,000 cap.

CERTIFICATE HOLDER

State of New Hampshire
Department of Administrative Services
Division of Procurement and Support Services
25 Capitol Street
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

Kerry K Lellea

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