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# State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES

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Concord, New Hampshire 03301  
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Charles M. Arlinghaus  
Commissioner

Catherine A. Keane  
Deputy Commissioner

Sheri L. Rockburn  
Assistant Commissioner

March 22, 2023

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

## REQUESTED ACTION

Authorize the Department of Administrative Services to enter into a **Retroactive** contract with SLR International Corporation (VC#360771), Bothell, WA in the amount of \$570,943.07 for asbestos, lead and other hazardous & regulated material testing & monitoring services with the option to extend for two (2) additional one-year extensions effective upon Governor and Executive Council approval for the period February 22, 2023, through March 31, 2026.

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

## EXPLANATION

This request is **Retroactive** because the Department of Administrative Services, through the Bureau of Purchase and Property, issued request for bid (RFB) 2728-23 on January 17, 2023 with responses due on February 1, 2023. This bid reached eight vendors through the NIGP electronic sourcing platform with an additional four directly sourced. The RFB received two responses, one from SLR International Corporation and the other from the prior expired contract (Contract #8002265) incumbent, RPF Environmental. SLR International Corporation was the lowest compliant bid.

The following tables provide a detailed comparison resulting in the recommended contract price limitation, which contains an allowance of \$51,903.92 for additional services and testing that may be needed under the balance of product line provision throughout the requested contract term.

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<b>SLR International and expired contract comparison</b>			
<b>SLR estimated annual spend</b>	<b>\$173,013.05</b>	<b>Expired contract comparable spend</b>	<b>\$206,770.50</b>
<b>Estimated term spend</b>	<b>\$519,039.15</b>	<b>Expired contract resultant term spend</b>	<b>\$620,311.50</b>
<b>Add allowance for balance of product line (10%)</b>	<b>\$51,903.92</b>	<b>Add allowance for balance of product line (10%)</b>	<b>\$62,031.15</b>
<b>Total price</b>	<b>\$570,943.07</b>	<b>Expiring contract total price</b>	<b>\$682,342.65</b>
<b>Comparative cost savings</b>	<b>\$111,399.59</b>		
<b>Comparative cost savings %</b>	<b>16.50%</b>		

<b>Bid 2728-23 summary comparison for SLR International and RPF Environmental</b>			
<b>SLR International bid response</b>	<b>\$173,013.05</b>	<b>RPF Environmental bid response</b>	<b>\$198,635.00</b>
<b>Estimated term spend</b>	<b>\$519,039.15</b>	<b>Comparable term spend (RPF)</b>	<b>\$595,905.00</b>
<b>Add allowance for balance of product line (10%)</b>	<b>\$51,903.92</b>	<b>Add allowance for balance of product line (10%)</b>	<b>\$59,590.50</b>
<b>Total price</b>	<b>\$570,943.07</b>		<b>\$655,495.50</b>
<b>Comparative cost savings</b>	<b>\$84,552.43</b>		
<b>Comparative cost savings %</b>	<b>13.00%</b>		
<b>Recommended price limitation</b>	<b>\$570,943.07</b>		

This requested contract reflects a comparative cost savings of \$111,399.59 for the contract term, or 16.50%. The forecasted spend for the tables above is calculated by extending estimated annual quantities purchased compared to new rates offered under RFB 2728-23, and rates provided through the expired contract (Contract #8002265), providing a more accurate estimation of spend.

Based on the foregoing, I am respectfully recommending approval of the **Retroactive** contract with SLR International Corporation.

Respectfully submitted,



Charles M. Arlinghaus  
 Commissioner



Division of Procurement Support Services  
Bureau of Purchase Property

Gary S. Lunetta  
Director  
(603) 271-2201

RFB Bid Summary

Bid Description	CONTRACT: Asbestos, Lead and Other Hazardous & Regulated Material Testing & Monitoring Services	Agency	Statewide
RFB#	2728-23	Requisition#	N/A
Agent Name	Ryan Godin	Bid Closing	2/1/23 @ 2:00PM

Summarized financial results			
	SLR	RPF	Expiring contract
Part 1 Subtotal: Hourly rates	\$ 162,360.29	\$ 151,805.00	\$ 153,920.50
Part 2 Subtotal: cost per samples and tests	\$ 10,652.76	\$ 46,830.00	\$ 52,850.00
Total annual costs	\$ 173,013.05	\$ 198,635.00	\$ 206,770.50
Contract term total cost (3 Year)	\$ 519,039.15	\$ 595,905.00	\$ 620,311.50
Add allowance for Balance of Productline (10%)	\$51,903.92	\$59,590.50	\$ 62,031.15
Recommended price limitation	\$570,943.07	\$655,495.50	\$ 682,342.65
Projected contract term cost savings (16.50%)	\$111,399.59		

Special Notes	Please refer to page #1 of detailed bid analysis attached hereto for estimated hours associated with the contract bid basis.
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Bid Description RFB#	Asbestos lead and other testing SVCS 2728-21	Agency Revision#	Multiple N/A
Agent Name	Ryan Godin	Bid Closing	2/1/23 @ 2PM

Bureau of Purchase Property	Summary
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SLR International Corporation					RPF Environmental					Expired contract				
Part 1: Hourly Rates					Part 1: Hourly Rates					Part 1: Hourly Rates				
Estimated Annual per hourly occurrences (Across all counties)	UOM (per hour)	Product Description	Unit Cost (Hourly rate)	Extended Cost	Estimated Annual per hourly occurrences (Across all counties)	UOM (per hour)	Product Description	Unit Cost (Hourly rate)	Extended Cost	Estimated Annual per hourly occurrences (Across all counties)	UOM (per hour)	Product Description	Unit Cost (Hourly rate)	Extended Cost
517	Hour	Inspector	\$ 110.00	\$ 56,870.00	517	Hour	Inspector	\$ 68.00	\$ 35,156.00	517	Hour	Inspector	\$ 69.20	\$ 35,776.40
1323	Hour	Project Monitor	\$ 50.00	\$ 66,150.00	1323	Hour	Project Monitor	\$ 68.00	\$ 89,964.00	1323	Hour	Project Monitor	\$ 69.20	\$ 91,551.60
281	Hour	Designer/manager planner	\$ 140.00	\$ 39,340.00	281	Hour	Designer/manager planner	\$ 85.00	\$ 23,885.00	281	Hour	Designer/manager planner	\$ 84.50	\$ 23,744.50
19	Hour	Certified industrial hygienist	\$ 0.01	\$ 0.19	19	Hour	Certified industrial hygienist	\$ 100.00	\$ 1,900.00	19	Hour	Certified industrial hygienist	\$102.00	\$ 1,938.00
10	Hour	NH licensed lead assessor	\$ 0.01	\$ 0.10	10	Hour	NH licensed lead assessor	\$ 90.00	\$ 900.00	10	Hour	NH licensed lead assessor	\$91.00	\$ 910.00
Sub Total for Part 1 \$ 162,360.29					Sub Total for Part 1 \$ 151,805.00					Sub Total for Part 1 \$ 153,920.50				

SLR International Corporation					RPF Environmental					Expired contract				
Part 2: LABORATORY ANALYSIS RATE PER SAMPLE ANALYSIS FOR ALL COUNTIES					Part 2: LABORATORY ANALYSIS RATE PER SAMPLE ANALYSIS FOR ALL COUNTIES					Part 2: LABORATORY ANALYSIS RATE PER SAMPLE ANALYSIS FOR ALL COUNTIES				
Estimated Annual Quantity (Across all counties)	Unit	Sample Description	Unit Cost	Extended Cost	Estimated Annual Quantity (Across all counties)	Unit	Sample Description	Unit Cost	Extended Cost	Estimated Annual Quantity (Across all counties)	Unit	Sample Description	Unit Cost	Extended Cost
20	EA	Phase Contrast Microscopy (3-Hour)	\$ 0.01	\$ 0.20	20	EA	Phase Contrast Microscopy (3-Hour)	\$ 20.00	\$ 400.00	20	EA	Phase Contrast Microscopy (3-Hour)	\$ 20.00	\$ 400.00
350	EA	Phase Contrast Microscopy (24-Hour)	\$ 0.01	\$ 3.50	350	EA	Phase Contrast Microscopy (24-Hour)	\$ 10.00	\$ 3,500.00	350	EA	Phase Contrast Microscopy (24-Hour)	\$ 10.00	\$ 3,500.00
490	EA	Phase Contrast Microscopy (48-Hour)	\$ 0.01	\$ 4.90	490	EA	Phase Contrast Microscopy (48-Hour)	\$ 5.00	\$ 2,450.00	490	EA	Phase Contrast Microscopy (48-Hour)	\$ 5.00	\$ 2,450.00
5	EA	Transmission Electron Microscopy, AHERA (6-Hour)	\$ 0.01	\$ 0.05	5	EA	Transmission Electron Microscopy, AHERA (6-Hour)	\$ 10.00	\$ 50.00	5	EA	Transmission Electron Microscopy, AHERA (6-Hour)	\$ 10.00	\$ 50.00
5	EA	Transmission Electron Microscopy, AHERA (24-Hour)	\$ 0.01	\$ 0.05	5	EA	Transmission Electron Microscopy, AHERA (24-Hour)	\$ 10.00	\$ 50.00	5	EA	Transmission Electron Microscopy, AHERA (24-Hour)	\$ 10.00	\$ 50.00
5	EA	Transmission Electron Microscopy, AHERA (72-Hour)	\$ 0.01	\$ 0.05	5	EA	Transmission Electron Microscopy, AHERA (72-Hour)	\$ 10.00	\$ 50.00	5	EA	Transmission Electron Microscopy, AHERA (72-Hour)	\$ 10.00	\$ 50.00
5	EA	Transmission Electron Microscopy, AHERA (5-day)	\$ 0.01	\$ 0.05	5	EA	Transmission Electron Microscopy, AHERA (5-day)	\$ 10.00	\$ 50.00	5	EA	Transmission Electron Microscopy, AHERA (5-day)	\$ 10.00	\$ 50.00
5	EA	Transmission Electron Microscopy, NIOSH 7402 (6-Hour)	\$ 0.01	\$ 0.05	5	EA	Transmission Electron Microscopy, NIOSH 7402 (6-Hour)	\$ 10.00	\$ 50.00	5	EA	Transmission Electron Microscopy, NIOSH 7402 (6-Hour)	\$ 10.00	\$ 50.00
5	EA	Transmission Electron Microscopy, NIOSH 7402 (24-Hour)	\$ 0.01	\$ 0.05	5	EA	Transmission Electron Microscopy, NIOSH 7402 (24-Hour)	\$ 10.00	\$ 50.00	5	EA	Transmission Electron Microscopy, NIOSH 7402 (24-Hour)	\$ 10.00	\$ 50.00
5	EA	Transmission Electron Microscopy, NIOSH 7402 (72-Hour)	\$ 0.01	\$ 0.05	5	EA	Transmission Electron Microscopy, NIOSH 7402 (72-Hour)	\$ 10.00	\$ 50.00	5	EA	Transmission Electron Microscopy, NIOSH 7402 (72-Hour)	\$ 10.00	\$ 50.00
5	EA	Transmission Electron Microscopy, NIOSH 7402 (5-day)	\$ 0.01	\$ 0.05	5	EA	Transmission Electron Microscopy, NIOSH 7402 (5-day)	\$ 10.00	\$ 50.00	5	EA	Transmission Electron Microscopy, NIOSH 7402 (5-day)	\$ 10.00	\$ 50.00
16	EA	Polarized Light Microscopy (6-Hour)	\$ 0.01	\$ 0.16	16	EA	Polarized Light Microscopy (6-Hour)	\$ 30.00	\$ 480.00	16	EA	Polarized Light Microscopy (6-Hour)	\$ 30.00	\$ 480.00
100	EA	Polarized Light Microscopy (24-Hour)	\$ 6.00	\$ 600.00	100	EA	Polarized Light Microscopy (24-Hour)	\$ 20.00	\$ 2,000.00	100	EA	Polarized Light Microscopy (24-Hour)	\$ 20.00	\$ 2,000.00
316	EA	Polarized Light Microscopy (72-Hour)	\$ 6.00	\$ 1,896.00	316	EA	Polarized Light Microscopy (72-Hour)	\$ 15.00	\$ 4,740.00	316	EA	Polarized Light Microscopy (72-Hour)	\$ 15.00	\$ 4,740.00
432	EA	Polarized Light Microscopy (5-Day)	\$ 6.00	\$ 2,592.00	432	EA	Polarized Light Microscopy (5-Day)	\$ 15.00	\$ 6,480.00	432	EA	Polarized Light Microscopy (5-Day)	\$ 15.00	\$ 6,480.00
5	EA	PLM Point Count (24-Hour)	\$ 0.01	\$ 0.05	5	EA	PLM Point Count (24-Hour)	\$ 10.00	\$ 50.00	5	EA	PLM Point Count (24-Hour)	\$ 10.00	\$ 50.00
5	EA	PLM Point Count (72-Hour)	\$ 0.01	\$ 0.05	5	EA	PLM Point Count (72-Hour)	\$ 10.00	\$ 50.00	5	EA	PLM Point Count (72-Hour)	\$ 10.00	\$ 50.00
5	EA	PLM Point Count (5-Day)	\$ 0.01	\$ 0.05	5	EA	PLM Point Count (5-Day)	\$ 10.00	\$ 50.00	5	EA	PLM Point Count (5-Day)	\$ 10.00	\$ 50.00



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Bureau of Purchase Property

Gary S. Luwata  
Director  
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5	EA	PLM Point Count with Gravimetric (6-Hour)	\$	0.01	\$	0.05	5	EA	PLM Point Count with Gravimetric (6-Hour)	\$	35.00	\$	175.00	5	EA	PLM Point Count with Gravimetric (6-Hour)	\$	25.00	\$	125.00
5	EA	PLM Point Count with Gravimetric (24-Hour)	\$	0.01	\$	0.05	5	EA	PLM Point Count with Gravimetric (24-Hour)	\$	25.00	\$	125.00	5	EA	PLM Point Count with Gravimetric (24-Hour)	\$	25.00	\$	125.00
5	EA	PLM Point Count with Gravimetric (72-Hour)	\$	0.01	\$	0.05	5	EA	PLM Point Count with Gravimetric (72-Hour)	\$	25.00	\$	125.00	5	EA	PLM Point Count with Gravimetric (72-Hour)	\$	25.00	\$	125.00
5	EA	PLM Point Count with Gravimetric (5-Day)	\$	0.01	\$	0.05	5	EA	PLM Point Count with Gravimetric (5-Day)	\$	25.00	\$	125.00	5	EA	PLM Point Count with Gravimetric (5-Day)	\$	10.00	\$	50.00
5	EA	PLM NOB (24-Hour)	\$	0.01	\$	0.05	5	EA	PLM NOB (24-Hour)	\$	10.00	\$	50.00	5	EA	PLM NOB (24-Hour)	\$	10.00	\$	50.00
5	EA	PLM NOB (72-Hour)	\$	0.01	\$	0.05	5	EA	PLM NOB (72-Hour)	\$	10.00	\$	50.00	5	EA	PLM NOB (72-Hour)	\$	10.00	\$	50.00
5	EA	PLM NOB (5-Day)	\$	0.01	\$	0.05	5	EA	PLM NOB (5-Day)	\$	10.00	\$	50.00	5	EA	PLM NOB (5-Day)	\$	10.00	\$	50.00
5	EA	ASTM D-5755 Microvac Dust (24-Hour)	\$	0.01	\$	0.05	5	EA	ASTM D-5755 Microvac Dust (24-Hour)	\$	10.00	\$	50.00	5	EA	ASTM D-5755 Microvac Dust (24-Hour)	\$	10.00	\$	50.00
5	EA	ASTM D-5755 Microvac Dust (72-Hour)	\$	0.01	\$	0.05	5	EA	ASTM D-5755 Microvac Dust (72-Hour)	\$	10.00	\$	50.00	5	EA	ASTM D-5755 Microvac Dust (72-Hour)	\$	10.00	\$	50.00
5	EA	ASTM D-5755 Microvac Dust (5-Day)	\$	0.01	\$	0.05	5	EA	ASTM D-5755 Microvac Dust (5-Day)	\$	10.00	\$	50.00	5	EA	ASTM D-5755 Microvac Dust (5-Day)	\$	10.00	\$	50.00
5	EA	ASTM Soil Method PLM Quantitative (24-Hour)	\$	0.01	\$	0.05	5	EA	ASTM Soil Method PLM Quantitative (24-Hour)	\$	10.00	\$	50.00	5	EA	ASTM Soil Method PLM Quantitative (24-Hour)	\$	10.00	\$	50.00
5	EA	ASTM Soil Method PLM Quantitative (72-Hour)	\$	0.01	\$	0.05	5	EA	ASTM Soil Method PLM Quantitative (72-Hour)	\$	10.00	\$	50.00	5	EA	ASTM Soil Method PLM Quantitative (72-Hour)	\$	10.00	\$	50.00
5	EA	ASTM Soil Method PLM Quantitative (5-Day)	\$	0.01	\$	0.05	5	EA	ASTM Soil Method PLM Quantitative (5-Day)	\$	10.00	\$	50.00	5	EA	ASTM Soil Method PLM Quantitative (5-Day)	\$	10.00	\$	50.00
5	EA	TEM Bulk Quantitative (24-Hour)	\$	0.01	\$	0.05	5	EA	TEM Bulk Quantitative (24-Hour)	\$	10.00	\$	50.00	5	EA	TEM Bulk Quantitative (24-Hour)	\$	10.00	\$	50.00
5	EA	TEM Bulk Quantitative (72-Hour)	\$	0.01	\$	0.05	5	EA	TEM Bulk Quantitative (72-Hour)	\$	10.00	\$	50.00	5	EA	TEM Bulk Quantitative (72-Hour)	\$	10.00	\$	50.00
5	EA	TEM Bulk Quantitative (5-Day)	\$	0.01	\$	0.05	5	EA	TEM Bulk Quantitative (5-Day)	\$	10.00	\$	50.00	5	EA	TEM Bulk Quantitative (5-Day)	\$	10.00	\$	50.00
5	EA	TEM Drinking Water, EPA 100.1 or 100.2 (24-Hour)	\$	0.01	\$	0.05	5	EA	TEM Drinking Water, EPA 100.1 or 100.2 (24-Hour)	\$	10.00	\$	50.00	5	EA	TEM Drinking Water, EPA 100.1 or 100.2 (24-Hour)	\$	10.00	\$	50.00
5	EA	TEM Drinking Water, EPA 100.1 or 100.2 (72-Hour)	\$	0.01	\$	0.05	5	EA	TEM Drinking Water, EPA 100.1 or 100.2 (72-Hour)	\$	10.00	\$	50.00	5	EA	TEM Drinking Water, EPA 100.1 or 100.2 (72-Hour)	\$	10.00	\$	50.00
5	EA	TEM Drinking Water EPA 100.1 or 100.2 (5-Day)	\$	0.01	\$	0.05	5	EA	TEM Drinking Water EPA 100.1 or 100.2 (5-Day)	\$	10.00	\$	50.00	5	EA	TEM Drinking Water EPA 100.1 or 100.2 (5-Day)	\$	10.00	\$	50.00
5	EA	PLM Carb Method 435, 0.1% Level (24-Hour)	\$	0.01	\$	0.05	5	EA	PLM Carb Method 435, 0.1% Level (24-Hour)	\$	10.00	\$	50.00	5	EA	PLM Carb Method 435, 0.1% Level (24-Hour)	\$	10.00	\$	50.00
5	EA	PLM Carb Method 435, 0.1% Level (72-Hour)	\$	0.01	\$	0.05	5	EA	PLM Carb Method 435, 0.1% Level (72-Hour)	\$	10.00	\$	50.00	5	EA	PLM Carb Method 435, 0.1% Level (72-Hour)	\$	10.00	\$	50.00
5	EA	PLM Carb Method 435, 0.1% Level (5-Day)	\$	0.01	\$	0.05	5	EA	PLM Carb Method 435, 0.1% Level (5-Day)	\$	10.00	\$	50.00	5	EA	PLM Carb Method 435, 0.1% Level (5-Day)	\$	10.00	\$	50.00
5	EA	EPA Region 1 Soil Protocol, Quantitative (10-Day)	\$	0.01	\$	0.05	5	EA	EPA Region 1 Soil Protocol, Quantitative (10-Day)	\$	10.00	\$	50.00	5	EA	EPA Region 1 Soil Protocol, Quantitative (10-Day)	\$	25.00	\$	125.00
50	EA	AA Lead Dust, Chip or Soil (24-Hour)	\$	0.01	\$	0.50	50	EA	AA Lead Dust, Chip or Soil (24-Hour)	\$	25.00	\$	1,250.00	50	EA	AA Lead Dust, Chip or Soil (24-Hour)	\$	15.00	\$	750.00
50	EA	AA Lead Dust, Chip or Soil (72-Hour)	\$	0.01	\$	0.50	50	EA	AA Lead Dust, Chip or Soil (72-Hour)	\$	15.00	\$	750.00	50	EA	AA Lead Dust, Chip or Soil (72-Hour)	\$	15.00	\$	750.00
50	EA	AA Lead Dust, Chip or Soil (5-Day)	\$	0.01	\$	0.50	50	EA	AA Lead Dust, Chip or Soil (5-Day)	\$	15.00	\$	750.00	50	EA	AA Lead Dust, Chip or Soil (5-Day)	\$	85.50	\$	4,275.00
10	EA	TLCP Waste for Lead (72-Hour)	\$	0.01	\$	0.10	10	EA	TLCP Waste for Lead (72-Hour)	\$	85.50	\$	855.00	10	EA	TLCP Waste for Lead (72-Hour)	\$	10.00	\$	100.00
200	EA	Lead paint tests in-situ w/portable x-ray fluorescence (XRF) unit or paint chips.	\$	0.01	\$	2.00	200	EA	Lead paint tests in-situ w/portable x-ray fluorescence (XRF) unit or paint chips.	\$	10.00	\$	2,000.00	200	EA	Lead paint tests in-situ w/portable x-ray fluorescence (XRF) unit or paint chips.	\$	10.00	\$	2,000.00
5	EA	Air, dust samples and/or chip samples (2 day turnaround)	\$	0.01	\$	0.05	5	EA	Air, dust samples and/or chip samples (2 day turnaround)	\$	20.00	\$	100.00	5	EA	Air, dust samples and/or chip samples (2 day turnaround)	\$	20.00	\$	100.00
5	EA	Air, dust samples and/or chip samples (Next Day)	\$	0.01	\$	0.05	5	EA	Air, dust samples and/or chip samples (Next Day)	\$	25.00	\$	125.00	5	EA	Air, dust samples and/or chip samples (Next Day)	\$	35.00	\$	175.00
250	EA	Air-O-Cell Fungal Spore Analysis (7-10 day)	\$	15.00	\$	3,750.00	250	EA	Air-O-Cell Fungal Spore Analysis (7-10 day)	\$	35.00	\$	8,750.00	250	EA	Air-O-Cell Fungal Spore Analysis (7-10 day)	\$	50.00	\$	12,500.00



Division of Procurement Support Services  
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Director  
(803) 271-2001

100	EA	Air-O-Cell Fungal Spore Analysis (48 hour)	\$ 15.00	\$ 1,500.00	100	EA	Air-O-Cell Fungal Spore Analysis (48 hour)	\$ 50.00	\$ 5,000.00	100	EA	Air-O-Cell Fungal Spore Analysis (48 hour)	\$ 65.00	\$ 6,500.00
50	EA	Air-O-Cell Fungal Spore Analysis (24 hour)	\$ 6.00	\$ 300.00	50	EA	Air-O-Cell Fungal Spore Analysis (24 hour)	\$ 65.00	\$ 3,250.00	50	EA	Air-O-Cell Fungal Spore Analysis (24 hour)	\$ 35.00	\$ 1,750.00
5	EA	Direct read determinations of surface swab or tape lift For fungal spores and hyphae fragments (7-10 day)	\$ 0.01	\$ 0.05	5	EA	Direct read determinations of surface swab or tape lift For fungal spores and hyphae fragments (7-10 day)	\$ 35.00	\$ 175.00	5	EA	Direct read determinations of surface swab or tape lift For fungal spores and hyphae fragments (7-10 day)	\$ 25.00	\$ 125.00



		RFB Bid Summary				RFB Bid Summary								
5	EA	Direct read determinations of surface swab or tape lift For fungal spores and hyphae fragments (<48 HRS)	\$ 0.01	\$ 0.05	5	EA	Direct read determinations of surface swab or tape lift For fungal spores and hyphae fragments (<48 HRS)	\$ 25.00	\$ 125.00	5	EA	Direct read determinations of surface swab or tape lift For fungal spores and hyphae fragments (<48 HRS)	\$ 25.00	\$ 125.00
5	EA	Viable Fungi Analysis Single Plate (10-14 day)	\$ 0.01	\$ 0.05	5	EA	Viable Fungi Analysis Single Plate (10-14 day)	\$ 25.00	\$ 125.00	5	EA	Viable Fungi Analysis Single Plate (10-14 day)	\$ 25.00	\$ 125.00
5	EA	Viable Bacteria Analysis Single Plate (10-14 day)	\$ 0.01	\$ 0.05	5	EA	Viable Bacteria Analysis Single Plate (10-14 day)	\$ 25.00	\$ 125.00	5	EA	Viable Bacteria Analysis Single Plate (10-14 day)	\$ 25.00	\$ 125.00
5	EA	Formaldehyde in Air Analysis (7-10 day)	\$ 0.01	\$ 0.05	5	EA	Formaldehyde in Air Analysis (7-10 day)	\$ 25.00	\$ 125.00	5	EA	Formaldehyde in Air Analysis (7-10 day)	\$ 25.00	\$ 125.00
5	EA	Formaldehyde in Air Analysis (48 hour)	\$ 0.01	\$ 0.05	5	EA	Formaldehyde in Air Analysis (48 hour)	\$ 25.00	\$ 125.00	5	EA	Formaldehyde in Air Analysis (48 hour)	\$ 45.00	\$ 225.00
5	EA	VOC Screen GCMS EPA TO-15 Method (10-14 day)	\$ 0.01	\$ 0.05	5	EA	VOC Screen GCMS EPA TO-15 Method (10-14 day)	\$ 45.00	\$ 225.00	5	EA	VOC Screen GCMS EPA TO-15 Method (10-14 day)	\$ 45.00	\$ 225.00
5	EA	VOC Screen GCMS EPA TO-15 Method (48 Hr.)	\$ 0.01	\$ 0.05	5	EA	VOC Screen GCMS EPA TO-15 Method (48 Hr.)	\$ 45.00	\$ 225.00	5	EA	VOC Screen GCMS EPA TO-15 Method (48 Hr.)	\$ 25.00	\$ 125.00
5	EA	Optical Particle Identification including physical testing with Polarized Light Microscopy - Vacuum or Wipe	\$ 0.01	\$ 0.05	5	EA	Optical Particle Identification including physical testing with Polarized Light Microscopy - Vacuum or Wipe	\$ 25.00	\$ 125.00	5	EA	Optical Particle Identification including physical testing with Polarized Light Microscopy - Vacuum or Wipe	\$ 35.00	\$ 175.00
5	EA	Dust Characterization Bulk Dust (animal hair, fibrous glass, fungal matter, dust mites, pollen, skin flakes, wood chips, quartz, arthropod fragments, feathers, cellulose fibers, plant matter)	\$ 0.01	\$ 0.05	5	EA	Dust Characterization Bulk Dust (animal hair, fibrous glass, fungal matter, dust mites, pollen, skin flakes, wood chips, quartz, arthropod fragments, feathers, cellulose fibers, plant matter)	\$ 35.00	\$ 175.00	5	EA	Dust Characterization Bulk Dust (animal hair, fibrous glass, fungal matter, dust mites, pollen, skin flakes, wood chips, quartz, arthropod fragments, feathers, cellulose fibers, plant matter)	\$ 35.00	\$ 175.00
5	EA	Allergen Screen Bulk Dust: (dust mite (der p 1, der f 1), Cat (fel d 1), Dog (can f 1, can f 2), cockroach (bla g 1))	\$ 0.01	\$ 0.05	5	EA	Allergen Screen Bulk Dust: (dust mite (der p 1, der f 1), Cat (fel d 1), Dog (can f 1, can f 2), cockroach (bla g 1))	\$ 35.00	\$ 175.00	5	EA	Allergen Screen Bulk Dust: (dust mite (der p 1, der f 1), Cat (fel d 1), Dog (can f 1, can f 2), cockroach (bla g 1))	\$ 35.00	\$ 175.00
5	EA	Mouse/ Rat Allergen Bulk Dust	\$ 0.01	\$ 0.05	5	EA	Mouse/ Rat Allergen Bulk Dust	\$ 35.00	\$ 175.00	5	EA	Mouse/ Rat Allergen Bulk Dust	\$ 35.00	\$ 175.00
Sub Total Part #2			\$ 10,652.76		Sub Total Part #2			\$ 46,830.00		Sub Total Part #2			\$ 52,850.00	
Grand Total			\$ 173,013.05		Grand Total			\$ 198,635.00		Grand Total			\$ 206,770.50	

Recommendation Summary	
Statewide Contract or Amendment	Statewide Contract
Term of Contract	3
Price Limitation	\$70,943.07
Number of Solicitations Received	2
Number of Sourced bidders	4
Number of NIGP Vendors Sourced	8
Number of non-responsive bidders	N/A
P-37 Checklist Complete	Yes
D&B Report Attached	N/A
Method of Payment (P-card/ACH)	Both
FOB Delivered	Yes
Expiring Contract Price Limitation	\$682,342.65
Total Cost Savings (\$/%)	\$11,399.59 16.50% Savings

SLR International and expired contract comparison			
SLR estimated annual spend	\$ 173,013.05	Expired contract comparable spend	\$206,770.50
Estimated term spend	\$519,039.15	Expired contract resultant term spend	\$620,311.50
Add allowance for balance of product line (10%)	\$51,903.92	Add allowance for balance of product line (10%)	\$62,031.15
<b>Total price</b>	<b>\$570,943.07</b>	<b>Expiring contract total price</b>	<b>\$682,342.65</b>
<b>Comparative cost savings</b>	<b>\$111,399.59</b>		
<b>Comparative cost savings %</b>	<b>16.50%</b>		

Bid 2728-23 summary comparison for SLR International and RPF Environmental			
SLR International bid response	\$ 173,013.05	RPF Environmental bid response	\$198,635.00
Estimated term spend	\$519,039.15	Comparable term spend (RPF)	\$595,905.00
Add allowance for balance of product line (10%)	\$51,903.92	Add allowance for balance of product line (10%)	\$59,590.50
<b>Total price</b>	<b>\$570,943.07</b>		<b>\$655,495.50</b>
<b>Comparative cost savings</b>	<b>\$84,552.43</b>		
<b>Comparative cost savings %</b>	<b>13.00%</b>		
<b>Recommended price limitation</b>	<b>\$570,943.07</b>		

Special Notes: This requested contract reflects a comparative cost savings of \$111,399.59 for the contract term, or 16.50%. The forecasted spend is calculated by extending estimated annual quantities purchased compared to new rates offered under RFB 2728-23, providing a more accurate estimation of spend.


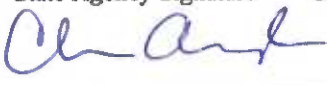

**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

<b>1.1 State Agency Name</b> Department of Administrative Services Bureau of Purchase and Property		<b>1.2 State Agency Address</b> 25 Capitol Street, Room 102 Concord, NH 03301	
<b>1.3 Contractor Name</b> SLR International Corporation		<b>1.4 Contractor Address</b> 22118 20TH AVE SE BLDG G., STE. 20 Bothell, WA, 98021	
<b>1.5 Contractor Phone Number</b>  603-942-5432	<b>1.6 Account Number</b>  Various	<b>1.7 Completion Date</b>  March 31, 2026	<b>1.8 Price Limitation</b>  \$570,943.07
<b>1.9 Contracting Officer for State Agency</b> Gary Lunetta		<b>1.10 State Agency Telephone Number</b> 603-271-3106	
<b>1.11 Contractor Signature</b>  Date: 02/22/2023		<b>1.12 Name and Title of Contractor Signatory</b> PETER C. SCHWARZ CORPORATE SECRETARY	
<b>1.13 State Agency Signature</b>  Date: 3/17/23		<b>1.14 Name and Title of State Agency Signatory</b> Charles M. Arlinghaus, Commissioner	
<b>1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b>  By: _____ Director, On: _____			
<b>1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable)</b>  By:  On: 3/21/22			
<b>1.17 Approval by the Governor and Executive Council (if applicable)</b>  G&C Item number: _____ G&C Meeting Date: _____			



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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, 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. 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 affected 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. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to 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 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all 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. 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 race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. 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 all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

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

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

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

## 8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

8.2.3 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.

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

## 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) 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) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

## 10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, 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.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. 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.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. 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 sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### 14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and 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 his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. 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 his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **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.

17. **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.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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

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

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

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

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

**EXHIBIT A**  
**SPECIAL PROVISIONS**

There are no special provisions of this Contract.

**EXHIBIT B  
SCOPE OF SERVICES**

**1. INTRODUCTION**

SLR International Corporation (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, Lead and Other Hazardous & Regulated Material Testing & Monitoring Services in accordance with the bid submission in response to State Request for Bid 2728-23 and as described herein.

**2. CONTRACT DOCUMENTS**

This Contract consists of the following documents ("Contract Documents"):

- a. State of New Hampshire Terms and Conditions, General Provisions Form P-37
- b. EXHIBIT A Special Provisions
- c. EXHIBIT B Scope of Services
- d. EXHIBIT C Method of Payment
- e. EXHIBIT D RFB 2728-23
- f. EXHIBIT E Contractor's Bid Response

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: (1) EXHIBIT A "Special Provisions," (2) Form Number P-37, (3) EXHIBIT B "Scope of Services," (4) EXHIBIT C "Method of Payment," (5) EXHIBIT D "RFB 2728-23," and (6) EXHIBIT E "Contractor's Bid Response."

**3. TERM OF CONTRACT**

The term of the contract shall commence February 22, 2023, or upon approval of the Governor and Executive Council, whichever is later (the "effective date") through March 31, 2026, a period of approximately three (3) years.

The contract may be extended for two (2) additional one-year extension terms thereafter upon the same terms, conditions and pricing structure with the approval of the Governor and Executive Council.

The maximum term of the contract (including all extensions) cannot exceed five (5) years.

**4. SCOPE OF WORK**

The Contractor shall respond to the agency's initial request within two (2) business days to schedule an appointment.

Asbestos and Hazardous & Regulated Material Testing and Monitoring Services shall be completed in a reasonable time frame as mutually agreed upon with agency and vendor. The Contractor shall submit a proposed schedule to the state agency requesting services at each facility within ten (10) days of initial request.

**ASBESTOS AND LEAD MONITORING SERVICES**

A. The Contractor shall perform the following for initial building and site inspections regarding the presence of asbestos or suspected asbestos that would result in NESHAP guidelines for monitoring services

1. The Contractor shall furnish all labor, supervision, material, equipment, insurances, permits, construction tools, and equipment necessary to perform an inspection of properties, buildings, and other structures for suspected asbestos-containing material (ACM) and/or lead containing materials.
2. The asbestos inspection and sampling shall be conducted according to AHERA guidelines (40 CFR Part 763) and 29 CFR Part 1926.1101 (OSHA). The asbestos inspection shall be performed by a State of New Hampshire Licensed Inspector.
3. The lead inspection and sampling shall be conducted by a New Hampshire Certified Lead Inspector or New Hampshire Certified Lead Risk Assessor for all residential sites and child-occupied (<6 years of age) facilities. The lead inspection and sampling in non-residential sites and non-child occupied facilities shall be conducted by inspectors having undergone manufacturer's training for portable X-ray fluorescence (XRF) analyzer equipment, paint chips or other as needed and to be utilized and supervised by a Certified Industrial Hygienist. The scope of lead and asbestos inspections will be determined based on each project request and intent pursuant to all applicable State and federal requirements (including but not limited to Title 29 Code of Federal Regulations 1926.62.
4. Work Product: As a result of the inspections and sampling, an AHERA style report for each building or property surveyed shall be submitted. The report shall include: scope of survey, survey procedures and observations, analytical methods, summary of results for asbestos containing materials (ACM) and/or lead, estimated quantities and condition of ACM/Lead, marked up floor plans or sketch provided by consultant for the building showing where the samples were taken, chain of custody for the samples taken and test results on laboratory letterhead.
5. Contractor shall provide a New Hampshire licensed Asbestos Designer to recommend the options for abatement response actions, budget estimates, bid assistance, work plan/specification development, and abatement monitoring and inspection services.

B. The Contractor shall perform the following for abatement monitoring projects:

1. At a minimum, abatement monitoring and inspection services for asbestos shall include, at a minimum, baseline air testing; ambient area air testing during the abatement; air clearance testing following abatement; PCM air sample analysis by a New Hampshire licensed laboratory; inspections of abatement Vendor work; checklist review of abatement; and vendor submittals documents and final project reporting.

2. Abatement monitoring and inspection services for lead shall include, at a minimum, being conducted by a competent person; baseline dust sampling; ambient area air testing during abatement; lead dust wipe sampling by a New Hampshire licensed lead risk assessor following lead removal work (if applicable); analysis of lead air and dust samples by a New Hampshire licensed laboratory, inspections of abatement contractor's work; checklist review of abatement contractor submittals documents; and final project reporting.

#### SUBMITTALS FOR REVIEW

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

#### REGULATORY REQUIREMENTS

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

#### SCHEDULING

- A. Perform Work of this contract at times to be scheduled with the concurrence of the state appointed Project Supervisor.
- B. Survey work in OCCUPIED AND UNOCCUPIED areas shall be arranged with the state appointed Project Supervisor. The Building Owners reserve the right to restrict the times at which the surveys may be performed. The state reserves the right to have inspections outside of the set of 7:30 PM to 4:00 PM time frame to best serve state's business operations.

#### PROJECT CONDITIONS

- A. Security: All of the Contractor's employees, subcontractors, or other related personnel who will physically be required to work in the buildings may be required to provide official government identification such as a driver's license for security check. The state appointed Project Supervisor shall approve all personnel.
- B. Non-Damage to the Work Site. Sampling for asbestos and/or lead containing material shall be performed with minimal damage to the building, including, though not limited to: structural members, ceilings, walls, windows, conduits, louvers, stairs, pipes, duct

work, insulation, light fixtures, pavements, sprinklers, heat and smoke sensors, and building grounds.

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

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

#### **FINAL REPORT FOR ABATEMENT**

The Final Report should include the following sections listed below: introduction, methodology, Project overview, analytical result and field sheets. The State has the right review draft of final report prior to final submittal.

- A. **INTRODUCTION:**  
Narrative of the scope of work with description of the services that the Contractor conducted. Including a sketch/table of what was abated by location, material quantity and method of abatement.
- B. **METHODOLOGY:**  
Description on how sampling was conducted.
- C. **PROJECT OVERVIEW:**  
Brief narrative of chronological issues that would include prepping, sensitive issues, regulatory visitors, discussion of abatement tests and inspection results, achievement of schedule or delays, injuries, and correction of deficiencies, example pictures.
- D. **ANALYTICAL RESULTS:**  
Results of air sampling on laboratory letterhead with who reviews the laboratory analytical result and authorized signature
- E. **FIELD SHEETS:**  
Completed daily field data sheets, abatement check off lists and chronological detailed field notes in a weekly manner.

#### **ACM and LEAD TESTING AND MONITORING PERSONNEL QUALIFICATION REQUIREMENTS**

- A. **General:** All personnel performing work for the State of New Hampshire shall meet all State of New Hampshire Revised Statutes concerning asbestos management, control and abatement including Chapter 141-E and NH Administrative Rule Env-A 1800 requirements for Licenses and Certification for Asbestos Professionals and US EPA ASHARA accreditation requirements.



The Contractor shall employ a full-time industrial hygienist, certified by the Board of American Industrial Hygiene (CIH), for review and supervision of all testing, analysis, recommendations and reporting.

**Asbestos:** The Contractor shall employ a NH certified asbestos management planner and/or NH-certified asbestos project designer that is experienced preparing abatement specifications and developing asbestos operations and maintenance programs and management plans.

The Contractor shall be experienced and certified to provide asbestos training (upon request) consisting of: 2-hour asbestos training for maintenance staff and construction personnel accordance with NH Administrative Rule Env-A 1800, 29 CFR Part 1926.1101 and 40 CFR Part 763.

**Lead:** licensed by NH Bureau of Radiological Health for Radioactive Source.

**NH Bureau of Radiological Health License will be required for compliance with this Contract. Contractor will provide number under Contractor Contact Information located in the CONTRACTOR CONTACT INFORMATION section.**

- B. The Contractor will establish records of analytical proficiency in air sampling and analysis and bulk sampling and analysis as follows:
1. A laboratory presently accredited by the American Industrial Hygiene Association (AIHA) for asbestos: or
  2. An analyst presently listed in the AIHA Asbestos Analysis Registry: or
  3. A person who has successfully completed NIOSH course # 582 Sampling and Evaluating Airborne Asbestos and whose in-house laboratory shows a minimum of two (2) years evidence of proficient ratings in the Proficiency Analytical Testing Program (PAT Program); and
  4. The asbestos bulk material analysis laboratory shall show evidence of proficiency rating in the National Voluntary Laboratory Accreditation Program (NVLAP) - List of Accreditation Polarized Light Microscopy Laboratories: and
  5. The analysis of bulk samples shall be performed by or under the supervision of an analyst who has successfully completed an asbestos analysis course by McCrone Research Institute, or an equivalent course as recognized as industry standard and/or National Institute of Standards and Technology's (NIST) National Voluntary Laboratory Accreditation Program (NVLAP).
- C. The Contractor shall submit documentation for the following personnel that are employed directly (or sub-contractor) and provide names, copies of all licensing and certification, and demonstrate at least three (3) years of experience performing each of the below certified tasks:

1. NH certified asbestos inspector(s)
2. NH certified asbestos abatement project designer
3. Asbestos project monitors trained/accredited pursuant to EPA 40 CFR Part 763 MAP requirements
4. NIOSH 582 trained, PAT proficient asbestos air analysts for performing same day on-site analysis at abatement sites
5. NH Asbestos Disposal Site (ADS) certified individuals and a NH Entity Certification for ADS Contractor is required for any work areas that will result in any disturbing soils.
6. ABIH certified industrial hygienist
7. NH certified asbestos management planner
8. NH Certified Lead Risk Assessor
9. NH Bureau of Radiological Health certificate for XRF radioactive source, if applicable or other means may be used
10. Certify that all of the above are full time employees of the Contractor (or sub-contractor) at award

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

**A. INSPECTOR: DUTIES AND RESPONSIBILITIES**

If required, review previous facility documentation including laboratory sample results of Identified Hazardous Building Materials (i.e. ACM, Lead Based Paint, PCB containing materials, Mercury Containing Products and other hazardous materials (OHMs)).

1. Only Perform visual inspection to identify, document or inventory materials suspected of containing asbestos (and other potential HBMs), lead paint, materials suspected to contain PCBs, and any other OHMs if State requests for specific pricing.
2. Conduct on-site lead paint inspection using portable x-ray fluorescence detection equipment or other means (non-destructive).
3. Supply reports on impact of Scope of Work (SOW). To include an estimate of the number of samples for asbestos and/or lead to be collected during the survey and a cost for those samples in accordance with the submitted rate and turnaround time (TAT) schedule.
4. Evaluate conditions and accessibility of materials containing asbestos and lead.
5. Perform other duties as required.

**B. INSPECTOR: GUIDELINES**

1. An Asbestos Inspector, Certified by the State of New Hampshire (provide certification number) shall be assigned to an individual project/work order unless otherwise approved in writing by the state appointed Project Supervisor.

2. Bulk sampling - The asbestos inspection and sampling shall be conducted according to AHERA guidelines (40 CFR Part 763). The asbestos inspection shall be performed by a State of New Hampshire Certified Asbestos Inspector. Samples for analysis shall be performed using polarized light microscopy (PLM) by an NVLAP-certified laboratory. The Stop at First Positive (SFP) method that includes the required amount of samples for compliance with AHERA, but allows the analyst the ability to stop the analysis of the remaining samples if the first sample of a group tests positive shall be used as deemed sufficient by the inspector. The Inspector shall notify the State appointed Project Supervisor if SFP method is used and recommendations for further testing as may be applicable. Friable Materials, Non-friable materials, Multi-layer surfacing materials, resilient flooring and Mastic, shall be tested by the method that will provide the most accurate sample assessment. For sample extraction, remove only the amount of materials necessary for accomplishment of the survey work required under this contract.
3. Building and Property Inspections - Provide building, facility and property inspections prior to renovation or demolition activities in accordance with OSHA, EPA NESHAP and NH Asbestos Management and Control Rules, Env-A 1800 requirements.
4. Provide site characterization and reporting for known or potential Asbestos Disposal Sites using certified inspector and certified ADS personnel, as per NH Admn. Rules Env-Sw 2100 and reference in Env-A 1800 and Env-Sw 900 as it applies to NH Inactive AD sites.
5. XRF testing shall be sufficient to meet the intended scope of the specific project, ranging from NH Risk Assessments in residential and child occupied settings, to preliminary screening for lead paint, and screening to determine potential lead hazardous waste (and to provide recommendations for lead TCLP waste stream testing)

A. PROJECT MONITOR: DUTIES AND RESPONSIBILITIES

1. Attend preconstruction conference with State and Abatement Contractor prior to start of work.
2. Conduct baseline testing for asbestos and lead as reviewed with State for project.
3. Assure and monitor abatement contractor activities inside and outside the regulated areas and perform final clearance. Please note if subcontractor is disturbing material in a manner would cause a fiber release.
4. Conduct ambient area air sampling using PCM for asbestos in accordance with NIOSH Method 7400 for asbestos work and, if lead is involved, AA laboratory analysis of ambient air samples and monitoring for lead.
5. Conduct final visual of the regulated work area, and air clearance testing for asbestos prior to re-occupancy. If lead is impacted, conduct visual inspection and surface dust testing as requested by State for project.
6. If needed and as reviewed with State, conduct additional air or material testing, including but not limited to TEM analysis, based on project and site conditions.
7. Perform other duties as required.

D. PROJECT MONITOR: GUIDELINES

1. Proficient in speaking and writing in English.
2. Complete base line air samples before work begins to document base line readings.
3. Complete air samples in surrounding areas to ensure that asbestos abatement activity is being done correctly and safely.
4. Have the ability to read and understand construction documents.
5. Prepare for signature relevant forms or plans as required by regulatory agencies as well as internal state forms, including scope of work documents.
6. Provide project monitoring for the duration of the abatement.
7. Re-occupancy clearance sampling (PCM analysis) provide laboratory analysis of each sample by Phase Contrast Microscopy to determine successful completion of abatement in accordance with standard clearance criteria (per project specific).
8. Re-occupancy clearance sampling (TEM analysis) provide laboratory analysis of each sample to determine successful completion of abatement in accordance with standard clearance criteria. If TEM analysis cannot meet the re-occupancy criteria, no further remaining samples are to be conducted until the area has been re-cleaned by the abatement Contractor (per project specific).
11. Immediately upon receipt of favorable re-occupancy clearance test results, the Project Monitor shall submit in writing to the state appointed Project Supervisor, documentation that states the area has successfully achieved the re-occupancy clearance requirements. A copy of the test results is to be attached to the documentation.

E. LABORATORY

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

F. ABATEMENT PROJECT DESIGNER & MANAGEMENT PLANNER

1. Provide review and recommendations for proper abatement options and design.
2. Provide review of inspection reports and hazard assessment. Prepare asbestos operations and maintenance programs and asbestos management plans based on requirements set forth in 40 CFR Part 763.
3. Chair and run design, construction (pre, during, post) meetings and when required, state employee information meetings. Prepare and distribute minutes of all meetings as well as interface with regulatory agencies, the state appointed Project Supervisor, State Engineers, Management and Field Personnel
4. Develop scope of work and prepare quotation/bid documents for the State of New Hampshire's approved asbestos abatement contractors. Provide review of abatement contractor plans and submittal documentation.

- G. If applicable: for projects completed for NHDOT as applicable: All reports, procedure manuals and other documents published by the Vendor shall contain a credit reference to the State and Federal Highway Administration (FHWA) such as "prepared for the State in cooperation with the United States Department of Transportation (USDOT), Federal Highway Administration". In addition, the above documents shall contain a disclaimer statement similar to "The Contents of this document reflect the views of the author, who is responsible for the facts and accuracy of the data presented herein. The contents do not necessarily reflect the official view or policies of the State or the FHWA Highway Administration. This document does not constitute a standard specification or regulation".

**Asbestos Abatement/Hazardous and Regulated Material Investigative Survey and Abatement and/or lead Inspection Services:**

The Contractor agrees to provide Asbestos Abatement/Hazardous and Regulated Material Investigative Survey and Abatement and/or lead Inspection Services. For the purpose of this proposal, "Vendor" refers to the Asbestos Abatement/Lead Hazardous and Regulated Material Investigative Survey and Abatement Inspection Vendor, as described below:

- A. The Contractor shall perform preliminary site examinations to sample and quantify suspect Asbestos-Containing Building Materials and Lead-based paint (LBP). Visually identify and quantify other hazardous or regulated wastes (e.g. Mercury switches, PCB ballasts, paint, solvents, acids, fuel, waste oil and insecticides) within the structure(s) on the site or parcel. Assume responsibility as an Agent of the state to oversee and sign the Waste shipment Record (WSR) and Hazardous Waste Manifest documents as well as submitting copies to the appropriate NHDOT representative (if applicable). Inspection reports, preparation of abatement plan and scope of work for an asbestos removal and/or LBP/Hazardous Waste contract, inspection of asbestos removal, and certification that appropriate environmental agencies and compliance with appropriate environmental regulations shall be part of this work.

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

- B. Personnel shall meet the following minimum requirements. Individuals qualified to perform multiple duties may do so.
1. Project Manager shall act as the New Hampshire Agent for all inspection services and shall be capable of preparing reports describing the results of the inspection, survey, regulatory agency notification, and certification that asbestos and LBP/Hazardous Material abatement if necessary, is complete.
  2. Project Designer shall be Environmental Protection Agency (EPA) accredited and licensed and qualified to prepare an abatement plan and scope of work for an asbestos and/or lead removal contract.

3. Inspector shall be EPA accredited/licensed and qualified to inspect asbestos and/or lead in occupied or vacant; public, commercial, or industrial buildings, including assessing the condition of asbestos, determining the Friability or Non-Friability of the material and/or recommended response actions. The Inspector shall comply with State of New Hampshire solid waste rules, hazardous waste rules and be able to visually identify and quantify hazardous materials and wastes and be able to visually identify and quantify hazardous materials and wastes.
  4. Support Staff shall be capable of providing administrative support and assistance in the preparation, editing and review of necessary documents.
  5. An abatement contractor shall not perform the services of this consultation contract.
- C. The State will furnish the following materials for each site(s).
1. Locus maps and property information with construction date(s) of structure(s) and prior use, for use by the Vendor in the prosecution of his/her preliminary examination and investigative survey.
  2. A right-of-entry, when necessary, obtained from property owners allowing access to property and permission to perform the necessary work.
- D. The following work shall be performed to determine if Asbestos, Lead-Based Paint, and/or Hazardous or Regulated waste abatements are required, prepare a scope of work for each necessary abatement.
1. Conduct preliminary examination of site(s) to determine the necessity for and extent of sampling to determine the type and quantity of Asbestos, Lead-based Paint, and Hazardous Waste and Universal Waste. Examination of site(s) shall begin within two (2) working days of receiving written notice to proceed.
  2. Inspection survey of site(s) to inspect, sample and analyze to determine the type and quantity of asbestos present at the site(s). A State representative may accompany the Contractor during the investigative survey. Sampling shall be done in accordance with 40 CFR Part 763, Model Accreditation Plan. Analysis shall be done in accordance with the National Voluntary Laboratory Accreditation Program (NVLAP), and the American Industrial Hygiene Association (AIHA) approved methods.
  3. Prepare and submit for the State's authorization, a scope of work for a Hazardous or Regulated waste Abatement Contract to be performed by another party.
  4. The Project Monitor and Abatement Contractor shall perform a walk-through of the work areas to note existing conditions.

5. Pre-removal asbestos inspection to ensure proper work area preparation and pre-removal air monitoring within each work area to establish background baseline fiber count.
6. Daily air monitoring as required determining airborne fiber concentrations, negative-pressure monitoring, effectiveness of the control methods and decontamination procedures and assurance of safe work practices. Air sampling as required for, but not limited to, background, outdoor, inside/outside of containment areas, decontamination, adjacent area, HEPA exhaust supply, and etc., (personal samples shall be excluded since this is the responsibility of the Abatement Contractor) shall be conducted according to current industry and regulatory standards. State reserves the right to receive personal samples in the weekly status report upon request.
7. Air samples shall be analyzed utilizing Phase Contrast Microscopy in accordance with the National Institute of Occupational Safety and Health (NIOSH) Analytical Method 7400. Results shall be available within one working day and shall be reviewed by the Project Manager, the Inspector, and Abatement Contractor foreman.
8. Ongoing visual inspection to ensure integrity of work area barriers, use of personnel protective equipment and decontamination units, appropriate removal procedures and other compliance issues.
9. Conduct a visual inspection and clearance testing at the completion of abatement work and cleaning. The visual inspection shall comply with the requirements of American Society for Testing and Materials (ASTM) E 1368-90, Standard Practice for Visual Inspection of Asbestos Abatement Project. Air clearance sampling Techniques as described in Appendix A to Subpart E of the Asbestos Hazardous Emergency Response Act (AHERA) regulations and NH Code of Administrative Rules Part Env-A 1800, Asbestos Management and Control.
10. The Contractor shall provide to the Abatement Contractor and the NHDOT a certification that all the abatement's are complete. This certification shall be made available within twenty-four (24) hours of abatement completions.
11. Inspection survey of site(s) to inspect, sample and analyze to determine the presence of Lead-Based Paint and to identify and characterize any other hazardous or regulated waste present at the site(s) within the scope of testing described herein. Analysis of paint surfaces shall be done in accordance with XRF methodology. Project Monitor to oversee the segregation of waste streams; Abatement Contractor to insure and track proper disposal as described below and defined by the New Hampshire Department of Environmental Services.
  1. Group I – Non-Regulated Household Chemicals/Consumer Products
  2. Group II – Universal Wastes
  3. Group III – Hazardous Waste

#### 4. Group IV – Unknown or Unidentified Material

12. Prepare a written report describing the results of the inspection survey. This report shall detail type, quantity and location of asbestos, LBP, and any hazardous or regulated wastes. Photos, plans, and estimated abatement cost, shall be submitted to the NHDOT within five (5) business days following sample analysis.
  13. Notify appropriate regulatory agencies regarding evaluation, abatement, and abatement completion.
  14. Provide to the State daily project logs and reports, air monitoring results, copies of pressure differential strip charts, visual inspection logs, copies of notification to regulatory agencies (i.e. EPA, State), and certification that the abatements are complete to the NHDOT. A copy of this final report is to be sent to the Asbestos Abatement Contractor, the Demolition Contractor, and the General Contractor if so involved.
- E. All plans, drawings, tracings, sketches, photographs, diagrams, reports and other documents prepared for this contract shall become property of the State. The Contractor is prohibited from copyrighting any documents or materials that are part of this contract.
- G. For projects completed for NHDOT or FHWA projects or Right of Way as applicable: All reports, procedure manuals and other documents published by the Contractor shall contain a credit reference to the State and Federal Highway Administration (FHWA) such as "prepared for the State in cooperation with the United States Department of Transportation (USDOT), Federal Highway Administration". In addition, the above documents shall contain a disclaimer statement similar to "The Contents of this document reflect the views of the author, who is responsible for the facts and accuracy of the data presented herein. The contents do not necessarily reflect the official view or policies of the State or the FHWA Highway Administration. This document does not constitute a standard specification or regulation".

#### EMERGENCY AND NON-EMERGENCY RESPONSE

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



- E. 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.)
- F. The Contractor shall maintain a 24-hour per day, 7 days per week response capability.
- G. 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.
- H. The Contractor may be supervised by representatives of the State.

**SPECIAL PROVISIONS**

- A. For all plans, drawings, tracings, estimates, specifications, reports, proposals, sketches, diagrams and calculations, together with all material and data theretofore furnished to the State by the Contractor, of a satisfactory nature in accordance with this Agreement, which are of use to the State, the Contractor shall be entitled to a credit determined solely by the State, based on the contract rate for the work so performed in a satisfactory manner and of use and benefit to the State.

All subcontracts shall be in writing and pre-approved by the State. A copy of each subcontract shall be submitted for the State's files.

- B. APPLICABLE PROFESSIONAL STANDARDS.

1. The Contractor agrees to follow the provisions of the professional codes or standards applicable to the services to be performed under this Agreement.

- C. REVIEW BY STATE - CONFERENCES - INSPECTIONS.

1. It is mutually agreed that all portions of the work covered by this Agreement shall be subject to the inspection of duly authorized representatives of the State, at such time or times as the State deems appropriate.

- D. REVISIONS TO REPORTS, PLANS OR DOCUMENTS.

1. The Contractor shall perform such additional work as may be necessary to correct errors in the work required under the Agreement, caused by errors and omissions by the Vendor, without undue delays and without additional cost to the State.

- E. For applicable NHDOT Projects: CLEAN AIR AND WATER ACTS. If the amount of the Agreement or subcontract thereunder exceeds \$100,000, the Contractor or subcontractor shall comply with applicable standards, orders or requirements issued under Section 306 of the Federal Clean Air Act (43 U.S.C. 1857(h)), Section 508 of the Federal Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the use under non-

exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. The Contractor or subcontractor shall report violations to the FHWA and to the U. S. Environmental Protection Agency Assistant Administrator for Enforcement (EN-329).

### Indoor Air Quality Testing Services

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

### **REPORTING**

At the conclusion of the IAQ work, a report shall be provided which meets the following minimum standards:

#### A. INTRODUCTION:

Narrative of the scope of work with description of the services that were conducted, including a table of what was tested by location.

#### B. METHODOLOGY:

Description on how sampling was conducted.

C. PROJECT OVERVIEW:

Brief narrative of chronological issues.

D. ANALYTICAL RESULTS:

Results of air sampling on laboratory letterhead with authorized signature including chain of custody.

E. FIELD SHEETS:

Completed field data sheets.

F. CONCLUSION SUMMARY:

Recommendations for resolving issue.

**SAFETY ISSUES AND COMPLIANCE REQUIREMENTS**

The safety and protection of State of NH personnel and property shall be of the utmost concern. All work shall be conducted so as to interfere as little as possible with State of NH business realizing that evaluations of spaces routinely require testing during times when buildings are occupied. The Contractor shall, at their own expense, wherever necessary or required, furnish safety devices and take such other precautions as may be necessary to protect life and property.

All work shall be performed in a manner compliant with all existing State and federal safety laws, rules, regulations and standards including but not limited to OSHA and the U.S. Department of Labor to ensure the safety of the workers as well as State of NH staff and the general public.

**ACM and LEAD TESTING AND MONITORING PERSONNEL QUALIFICATION REQUIREMENTS**

A. General: All personnel performing work for the State of New Hampshire shall meet all State of New Hampshire Revised Statutes concerning asbestos management, control and abatement including Chapter 141-E and NH Administrative Rule Env-A 1800 requirements for Licenses and Certification for Asbestos Professionals and US EPA ASHARA accreditation requirements.

The Contractor shall employ a full time industrial hygienist or subcontractor, certified by the Board of American Industrial Hygiene (CIH), for review and supervision of all testing, analysis, recommendations and reporting.

Asbestos: The Contractor shall employ a NH certified asbestos management planner and NH-certified asbestos project designer that is experienced preparing abatement specifications and developing asbestos operations and maintenance programs and management plans.

The Contractor shall be experienced and certified to provide asbestos training (upon request) consisting of: 2-hour asbestos training for maintenance staff and construction personnel accordance with NH Administrative Rule Env-A 1800, 29 CFR Part 1926.1101 and 40 CFR Part 763.  
Lead: licensed by NH Bureau of Radiological Health for Radioactive Source.

NH Bureau of Radiological Health License #467-R

- B. The Contractor will establish records of analytical proficiency in air sampling and analysis and bulk sampling and analysis as follows:
1. A laboratory presently accredited by the American Industrial Hygiene Association (AIHA) for asbestos; or
  2. An analyst presently listed in the AIHA Asbestos Analysis Registry; or
  3. A person who has successfully completed NIOSH course # 582 Sampling and Evaluating Airborne Asbestos and whose in-house laboratory shows a minimum of two (2) years evidence of proficient ratings in the Proficiency Analytical Testing Program (PAT Program); and
  4. The asbestos bulk material analysis laboratory shall show evidence of proficiency rating in the National Voluntary Laboratory Accreditation Program (NVLAP) - List of Accreditation Polarized Light Microscopy Laboratories; and
  5. The analysis of bulk samples shall be performed by or under the supervision of an analyst who has successfully completed an asbestos analysis course by McCrone Research Institute or an equivalent course as recognized as industry standard and/or National Institute of Standards and Technology's (NIST) National Voluntary Laboratory Accreditation Program (NVLAP).
- C. The Contractor shall submit documentation for the following personnel that are employed directly (or sub-contractor) and provide names, copies of all licensing and certification, and demonstrate at least three (3) years of experience performing each of the below certified tasks:
1. NH certified asbestos inspector(s)
  2. NH certified asbestos abatement project designer
  3. Asbestos project monitors trained/accredited pursuant to EPA 40 CFR Part 763 MAP requirements
  4. NIOSH 582 trained, PAT proficient asbestos air analysts for performing same day on-site analysis at abatement sites
  5. ABIH certified industrial hygienist
  6. NH Certified Asbestos Management Planner
  7. NH Certified ADS Contractor and Worker
  8. NH Certified Leas Risk Assessor
  9. NH Bureau of Radiological Health certificate for XRF radioactive source, if applicable or other means may be used
  10. Certify that all of the above are full time employees of the Contractor (or sub-contractor).

All services performed under this Contract(s) shall be performed between the hours of 7:30 A.M. and 4:00 P.M unless other arrangements are made in advance with the State. Any deviation in work hours shall be pre-approved by the Contracting Officer. 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.

The Contractor shall not commence work until a conference is held with each State agency intending to utilize the Contractor's services, at which representatives of the Contractor and the State are present. The conference will be arranged by the State agency.

The State shall require correction of any defective work and the repair of any damages to any part of a building or its appurtenances caused by the Contractor or its employees, subcontractors, equipment or supplies. The Contractor shall correct, repair, or replace all defective work, as needed.

to complete said work in satisfactory condition, and damages so caused in order to restore the building and its appurtenances to their previous condition. Upon failure of the Contractor to proceed promptly with the necessary corrections or repairs, the State may withhold any amount necessary to correct all defective work or repair all damages from payments to the Contractor.

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

Neither the Contractor nor its employees or subcontractors shall represent themselves as employees or agents of the State.

While on State property the Contractor, its employees, and its sub-contractors shall be subject to the authority and control of the State, but under no circumstances shall such persons be deemed to be employees of the State.

All personnel shall observe all regulations or special restrictions in effect at any State agency location at which services are to be provided.

The Contractor's personnel shall be allowed only in areas where services are to be provided. The use of State telephones by the Contractor, its employees, or its sub-contractors is prohibited.

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

##### **5. OBLIGATIONS AND LIABILITY OF THE CONTRACTOR**

The Contractor shall provide all services strictly pursuant to, and in conformity with, the specifications described in State RFB #2728-23, as described herein, and under the terms of this Contract.

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

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.

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\(a0fzcv55qhaeqs45jpya5i45\)\)/welcome.aspx](https://das.nh.gov/purchasing/vendorregistration/(S(a0fzcv55qhaeqs45jpya5i45))/welcome.aspx)

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.

**6. DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS**

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.

**7. CONFIDENTIALITY & CRIMINAL RECORD**

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.

**EXHIBIT C  
METHOD OF PAYMENT**

**1. CONTRACT PRICE**

The Contractor hereby agrees to provide Asbestos, Lead and Other Hazardous & Regulated Material Testing & Monitoring Services in complete compliance with the terms and conditions specified in Exhibit B for an amount up to and not to exceed a price of \$570,943.07; 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.

**2. PRICING STRUCTURE**

<b>Part 1: Hourly Rates</b>		
<b>UOM (per hour)</b>	<b>Product Description</b>	<b>Hourly Rate</b>
Hour	Inspector	<del>\$110.00</del>
Hour	Project Monitor	<del>\$50.00</del>
Hour	Designer/Manager Planner	<del>\$140.00</del>
Hour	Certified Industrial Hygienist	<del>\$0.01</del>
Hour	NH License Lead Assessor	<del>\$0.01</del>

**Part 2: LABORATORY ANALYSIS RATE PER SAMPLE ANALYSIS FOR ALL COUNTIES**

Estimated Annual Quantity (Across all counties)	Unit	Sample Description	Unit Cost
20	EA	Phase Contrast Microscopy (3-Hour)	\$ 0.01
350	EA	Phase Contrast Microscopy (24-Hour)	\$ 0.01
490	EA	Phase Contrast Microscopy (48-Hour)	\$ 0.01
5	EA	Transmission Electron Microscopy, AHERA (6-Hour)	\$ 0.01
5	EA	Transmission Electron Microscopy, AHERA (24-Hour)	\$ 0.01
5	EA	Transmission Electron Microscopy, AHERA (72-Hour)	\$ 0.01
5	EA	Transmission Electron Microscopy, AHERA (5-day)	\$ 0.01
5	EA	Transmission Electron Microscopy, NIOSH 7402 (6-Hour)	\$ 0.01
5	EA	Transmission Electron Microscopy, NIOSH 7402 (24-Hour)	\$ 0.01
5	EA	Transmission Electron Microscopy, NIOSH 7402 (72-Hour)	\$ 0.01
5	EA	Transmission Electron Microscopy, NIOSH 7402 (5-day)	\$ 0.01
16	EA	Polarized Light Microscopy (6-Hour)	\$ 0.01
100	EA	Polarized Light Microscopy (24-Hour)	\$ 6.00
316	EA	Polarized Light Microscopy (72-Hour)	\$ 6.00
432	EA	Polarized Light Microscopy (5-Day)	\$ 6.00
5	EA	PLM Point Count (24-Hour)	\$ 0.01
5	EA	PLM Point Count (72-Hour)	\$ 0.01
5	EA	PLM Point Count (5-Day)	\$ 0.01
5	EA	PLM Point Count with Gravimetric (6-Hour)	\$ 0.01
5	EA	PLM Point Count with Gravimetric (24-Hour)	\$ 0.01
5	EA	PLM Point Count with Gravimetric (72-Hour)	\$ 0.01
5	EA	PLM Point Count with Gravimetric (5-Day)	\$ 0.01
5	EA	PLM NOB (24-Hour)	\$ 0.01
5	EA	PLM NOB (72-Hour)	\$ 0.01
5	EA	PLM NOB (5-Day)	\$ 0.01
5	EA	ASTM D-5755 Microvac Dust (24-Hour)	\$ 0.01
5	EA	ASTM D-5755 Microvac Dust (72-Hour)	\$ 0.01
5	EA	ASTM D-5755 Microvac Dust (5-Day)	\$ 0.01
5	EA	ASTM Soil Method PLM Quantitative (24-Hour)	\$ 0.01
5	EA	ASTM Soil Method PLM Quantitative (72-Hour)	\$ 0.01
5	EA	ASTM Soil Method PLM Quantitative (5-Day)	\$ 0.01
5	EA	TEM Bulk Quantitative (24-Hour)	\$ 0.01
5	EA	TEM Bulk Quantitative (72-Hour)	\$ 0.01
5	EA	TEM Bulk Quantitative (5-Day)	\$ 0.01
5	EA	TEM Drinking Water, EPA 100.1 or 100.2 (24-Hour)	\$ 0.01



Estimated Annual Quantity (Across all counties)	Unit	Sample Description	Unit Cost
5	EA	TEM Drinking Water, EPA 100.1 or 100.2 (72-Hour)	\$ 0.01
5	EA	TEM Drinking Water EPA 100.1 or 100.2 (5-Day)	\$ 0.01
5	EA	PLM Carb Method 435, 0.1% Level (24-Hour)	\$ 0.01
5	EA	PLM Carb Method 435, 0.1% Level (72-Hour)	\$ 0.01
5	EA	PLM Carb Method 435, 0.1% Level (5-Day)	\$ 0.01
5	EA	EPA Region 1 Soil Protocol, Quantitative (10-Day)	\$ 0.01
50	EA	AA Lead Dust, Chip or Soil (24-Hour)	\$ 0.01
50	EA	AA Lead Dust, Chip or Soil (72-Hour)	\$ 0.01
50	EA	AA Lead Dust, Chip or Soil (5-Day)	\$ 0.01
10	EA	TLCP Waste for Lead (72-Hour)	\$ 0.01
200	EA	Lead paint tests in-situ w/portable x-ray fluorescence (XRF) unit or paint chips.	\$ 0.01
5	EA	Air, dust samples and/or chip samples (2 day turnaround)	\$ 0.01
5	EA	Air, dust samples and/or chip samples (Next Day)	\$ 0.01
250	EA	Air-O-Cell Fungal Spore Analysis (7-10 day)	\$ 1.500
100	EA	Air-O-Cell Fungal Spore Analysis (48 hour)	\$ 1.500
50	EA	Air-O-Cell Fungal Spore Analysis (24 hour)	\$ 6.00
5	EA	Direct read determinations of surface swab or tape lift For fungal spores and hyphael fragments (7-10 day)	\$ 0.01
5	EA	Direct read determinations of surface swab or tape lift for fungal spores and hyphael fragments (<48 HRS)	\$ 0.01
5	EA	Viable Fungi Analysis Single Plate (10-14 day)	\$ 0.01
5	EA	Viable Bacteria Analysis Single Plate (10-14 day)	\$ 0.01
5	EA	Formaldehyde in Air Analysis (7-10 day)	\$ 0.01
5	EA	Formaldehyde in Air Analysis (48 hour)	\$ 0.01
5	EA	VOC Screen GCMS EPA TO-15 Method (10-14 day)	\$ 0.01
5	EA	VOC Screen GCMS EPA TO-15 Method (48 Hr.)	\$ 0.01
5	EA	Optical Particle Identification including physical testing with Polarized Light Microscopy - Vacuum or Wipe	\$ 0.01
5	EA	Dust Characterization Bulk Dust (animal hair, fibrous glass, fungal matter, dust mites, pollen, skin flakes, wood chips, quartz, arthropod fragments, feathers, cellulose fibers, plant matter)	\$ 0.01
5	EA	Allergen Screen Bulk Dust: (dust mite {der p 1, der f 1}, Cat {fel d 1}, Dog {can f 1, can f 2}, cockroach {bla g 1})	\$ 0.01
5	EA	Mouse/ Rat Allergen Bulk Dust	\$ 0.01

### 3. PRICING QUOTATIONS FOR INDIVIDUAL PROJECTS

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.

### 4. INVOICE

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.

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

Invoices shall be submitted to the corresponding State agency after completion of work.

### 5. PAYMENT

Payment method (P-Card or ACH). 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.

EXHIBIT D

RFB #2728-23 is incorporated herein.

Contractor Initials PS  
Date 7/22/23

**EXHIBIT E**

Contractor's bid is incorporated herein.

Contractor Initials PS  
Date 2/22/23

# 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 SLR INTERNATIONAL CORPORATION is a Washington Profit Corporation registered to transact business in New Hampshire on August 06, 2020. 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: 848297

Certificate Number: 0006125199



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 22nd day of February A.D. 2023.

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

David M. Scanlan  
Secretary of State



I, Stephen R. Dietzko, Vice President of SLR International Corporation, a Corporation existing under the laws of the State of Washington, DO HEREBY CERTIFY that the following is a true, correct and accurate representation of a Resolution dated December 21, 2020, duly adopted by unanimous consent of the Board of Directors of SLR International Corporation in lieu of a special meeting: that Peter C. Schwarz, Secretary, is authorized to enter into, execute, and deliver any and all agreements, documents and instruments on behalf of the Company, and all other agreements, documents and certificates to be delivered by the Company pursuant thereto.

I further CERTIFY that the Resolution has not been modified, rescinded or revoked since the date on which it was enacted, and it is at present in full force and effect.

IN WITNESS WHEREFORE, the undersigned has affixed his/her signature and the Corporate Seal of the Corporation, this 22st day of February 2023.



A handwritten signature in black ink, appearing to read "Stephen R. Dietzko", written over a horizontal line.

Signed: Stephen R. Dietzko, Vice President



STATE OF NEW HAMPSHIRE BID TRANSMITTAL LETTER

Date: 01/31/23

Company Name: SLR International  
Address: 2 Commerce Drive, Suite 110  
Bedford, NH 03110

To: Point of Contact: Ryan Godin  
Telephone: (603)-271-3146  
Email: NH.Purchasing@das.nh.gov

RE: Bid Invitation Name: Asbestos, Lead and Other Hazardous & Regulated Material Testing & Monitoring Services  
Bid Number: 2728-23  
Bid Posted Date (on or by): 01/17/2023  
Bid Closing Date and Time: 02/01/2023 @ 2:00 PM (EST)  
Dear Ryan Godin:

[insert name of signor] Ryan Powell on behalf of SLR International, Inc. [insert name of entity submitting bid (collectively referred to as "Vendor") hereby submits an offer as contained in the written bid submitted herewith ("Bid") to the State of New Hampshire in response to BID # 2728-23 for Asbestos/Lead Abatement services at the price(s) quoted herein in complete accordance with the bid.

Vendor attests to the fact that:

1. The Vendor has reviewed and agreed to be bound by the Bid.
2. The Vendor has not altered any of the language or other provisions contained in the Bid document.
3. The Bid is effective for a period of 180 days from the Bid Closing date as indicated above.
4. The prices Vendor has quoted in the Bid were established without collusion with other vendors.
5. The Vendor has read and fully understands this Bid.
6. Further, in accordance with RSA 214:11-c, the undersigned Vendor certifies that neither the Vendor nor any of its subsidiaries, affiliates or principal officers (principal officers refers to individuals with management responsibility for the entity or association):
  - a. Has, within the past 2 years, been convicted of, or pleaded guilty to, a violation of RSA 356:2, RSA 356:4, or any state or federal law or county or municipal ordinance prohibiting specified bidding practices, or involving antitrust violations, which has not been annulled;
  - b. Has been prohibited, either permanently or temporarily, from participating in any public works project pursuant to RSA 638:20;
  - c. Has previously provided false, deceptive, or fraudulent information on a vendor code number application form, or any other document submitted to the state of New Hampshire, which information was not corrected as of the time of the filing a bid, proposal, or quotation;
  - d. Is currently debarred from performing work on any project of the federal government or the government of any state;
  - e. Has, within the past 2 years, failed to cure a default on any contract with the federal government or the government of any state;
  - f. Is presently subject to any order of the department of labor, the department of employment security, or any other state department, agency, board, or commission, finding that the applicant is not in compliance with the requirements of the laws or rules that the department, agency, board, or commission is charged with implementing;
  - g. Is presently subject to any sanction or penalty finally issued by the department of labor, the department of employment security, or any other state department, agency, board, or commission, which sanction or penalty has not been fully discharged or fulfilled;
  - h. Is currently serving a sentence or is subject to a continuing or unfulfilled penalty for any crime or violation noted in this section;
  - i. Has failed or neglected to advise the division of any conviction, plea of guilty, or finding relative to any crime or violation noted in this section, or of any debarment, within 30 days of such conviction, plea, finding, or debarment; or
  - j. Has been placed on the debarred parties list described in RSA 214:11-c within the past year.

Authorized Signor's Signature [Signature] Authorized Signor's Title Principal, Building Sciences

NOTARY PUBLIC/JUSTICE OF THE PEACE

COUNTY: Hillsborough STATE: NH ZIP: 03110

On the 31 day of January, 2023, personally appeared before me, the above named Ryan Powell in his/her capacity as authorized representative of \_\_\_\_\_, known to me or satisfactorily proven, and took oath that the foregoing is true and accurate to the best of his/her knowledge and belief.

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

[Signature]  
(Notary Public/Justice of the Peace)

My commission expires: 10/27/26 (Date)

Contractor Initials [Signature]  
Date 01/31/23

Alyson Onthank  
Notary Public, State of New Hampshire  
My Commission Expires Oct. 27, 2026



**REQUEST FOR BID FOR ASBESTOS/LBP/HAZARDOUS MATERIAL ABATEMENT SERVICES FOR  
THE STATE OF NEW HAMPSHIRE**

**PURPOSE:**

The purpose of this bid invitation is to establish a contract for Asbestos/Lead Based Paint/Hazardous Material Abatement & Services to the State of New Hampshire with services indicated in the SCOPE OF SERVICES and OFFER sections of this bid invitation, in accordance with the requirements of this bid invitation and any resulting contract.

**INSTRUCTIONS TO VENDOR:**

Read the entire bid invitation prior to filling it out. Complete the pricing information in the "Offer" section (detailed information on how to fill out the pricing information can be found in the "Offer" section); complete the "Vendor Contact Information" section; and finally, fill out, sign, and notarize page one of the bid invitation.

**BID SUBMITTAL:**

All bids shall be submitted on this form (or an exact copy), shall be typed or clearly printed in ink, and shall be received on or before the date and time specified on page 1 of this bid under "Bid Closing". Interested parties may submit a bid to the State of New Hampshire Bureau of Purchase and Property by email to [NH.Purchasing@DAS.NH.Gov](mailto:NH.Purchasing@DAS.NH.Gov). All bids shall be clearly marked with bid number, date due and purchasing agent's name.

**IF YOU ARE EXPERIENCING DIFFICULTIES EMAILING YOUR BID OR YOU WISH TO VERIFY THAT YOUR BID RESPONSE HAS BEEN RECEIVED, PLEASE CALL (603) 271-2201.**

The Bid Opening is open to the public online at the following:

## Microsoft Teams meeting

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 269 661 230 354

Passcode: qr7nQb

[Download Teams](#) | [Join on the web](#)

**Or call in (audio only)**

+1 603-931-4944, 855895535# United States, Concord

Phone Conference ID: 855 895 535#

[Find a local number](#) | [Reset PIN](#)

[Learn More](#) | [Meeting options](#)

This public online bid opening will not be recorded.

**BID INQUIRIES:**

Any questions, clarifications, and/or requested changes shall be submitted by an individual authorized to commit their organization to the Terms and Conditions of this bid and shall be received in writing at the Bureau of Purchase and Property no later than 12:00 PM on the date listed in the timeline below. Questions shall not be submitted to anyone other than the Purchasing Agent or his/her representative. Bidders that submit questions verbally or in writing to any other State entity or State personnel shall be found in violation of this part and may be found non-compliant.

Questions shall be submitted by E-mail to Ryan Godin at the following address:

[Ryan.M.Godin@DAS.NH.Gov](mailto:Ryan.M.Godin@DAS.NH.Gov)

Submissions shall clearly identify the bid Number, the Vendor's name and address and the name of the person submitting the question.

*RDR*  
Date *2/21/25*

**BID DUE DATE:**

All bid submissions shall be received at the Bureau of Purchase and Property no later than the date and time shown on the transmittal letter of this bid. Submissions received after the date and time specified shall be marked as "Late" and shall not be considered in the evaluation process.

All offers shall remain valid for a period of one hundred eighty (180) days from the bid due date. A vendor's disclosure or distribution of bids other than to DAS, Bureau of Purchase and Property may be grounds for disqualification.

**ADDENDA:**

In the event it becomes necessary to add to or revise any part of this bid prior to the scheduled submittal date, the NH Bureau of Purchase and Property shall post on our web site any Addenda. Before your submission and periodically prior to the RFB closing, Vendors are required to check the site for any addenda or other materials that may have been issued affecting the bid. The web site address is:

<https://apps.das.nh.gov/bidscontracts/bids.aspx>

**TIMELINE:**

The timeline below is provided as a general guideline and is subject to change. Unless stated otherwise, consider the dates below a "no later than" date.

01/17/2023	Bid Solicitation distributed on or by
01/24/2023	Last day for questions, clarifications, and/or requested changes to bid
02/01/2023	2:00 PM (EST) Bid Closing

**TERMS OF SUBMISSION:**

All material received in response to this bid shall become the property of the State and shall not be returned to the Vendor. Regardless of the Vendors selected, the State reserves the right to use any information presented in a bid response. The content of each Vendor's bid shall become public information once a contract(s) has been awarded.

A responding bid that has been completed and signed by your representative shall constitute your company's acceptance of all State of New Hampshire terms and conditions and shall legally obligate your company to these terms and conditions.

A signed response further signifies that from the time the bid is published (bid solicitation date and time) until a contract is awarded, no bidder shall offer or give, directly or indirectly, any gift, expense reimbursement, or honorarium, as defined by RSA 15-B, to any elected official, public official, public employee, constitutional official, or family member of any such official or employee who shall select, evaluate, or award the RFB.

Furthermore, a signed response signifies that any terms and/or conditions that may be or have been submitted by the Vendor are specifically null and void and are not a part of this bid invitation or any awarded purchase order, even if said terms and/or conditions contain language to the contrary.

The form P-37 Contract attached hereto shall be part of this bid and the basis for the contract(s). The successful Vendor and the State, following notification, shall promptly execute this contract form, which is to be completed by incorporating the service requirements and price conditions established by the vendor's offer.

CHAPTER ADM 600 PROCUREMENT AND PROPERTY RULES APPLY TO AND ARE MADE A PART HEREOF.

Complete bids shall be filled out on the original documents and format that are a part of this bid invitation. Vendors may submit additional paperwork with pricing, but all pricing shall be on the documents provided with this bid invitation and in the State's format.

Contractor Initials   
Date 01/31/23

**CONTRACT TERM:**

The term of the contract shall commence upon approval of the Governor and Executive Council through March 31, 2026, a period of approximately three (3) years.

The contract may be extended for up to an additional two years thereafter under the same terms, conditions and pricing structure upon the mutual agreement between the successful Vendor and the State with the approval of the Governor and Executive Council.

**CONTRACT AWARD:**

**The award shall be made to the responsible vendor meeting the criteria established in this RFB and providing the lowest costs in total for part #1 and part #2. Please reference requirements defined herein and listed on attachment #1 RFB 2728-23 Price Offer.** The State reserves the right to reject any or all bids or any part thereof and add/delete locations from the contract. If an award is made, it shall be in the form of a State of New Hampshire contract.

Any resulting contract shall become effective on the date approved by approval of the Governor and Executive Council.

**NOTIFICATION AND AWARD OF CONTRACT(S):**

Bid results shall not be given by telephone. For Vendors wishing to attend the bid closing, the names of the vendors submitting responses and pricing shall be made public. Other specific response information shall not be given out. Bid results shall be made public after final approval of the contract(s).

**Bid results may also be viewed on our website at <https://apps.das.nh.gov/bidscontracts/bids.aspx>.**

For Vendors wishing to attend the bid closing: **Names of the Vendors submitting responses and pricing shall be made public. In lieu of in person public bid openings the State shall conduct openings via electronic means until further notice.**

**LIABILITY:**

The State shall not be held liable for any costs incurred by Vendors in the preparation of bids or for work performed prior to contract issuance.

**PUBLIC DISCLOSURE OF BID OR PROPOSAL SUBMISSIONS:**

Generally, the full contents of any proposal (including all materials submitted in connection with it, such as attachments, exhibits, addenda, and vendor presentations) become public information upon completion of final contract or purchase order negotiations with the selected vendor. Certain information concerning proposals, including but not limited to scoring, is generally available to the public even before this time, in accordance with the provisions of NH RSA 21-G:37.

Confidential, commercial or financial information may be exempt from public disclosure under RSA 91-A:5, IV. Any and all information contained in or connected to a bid or proposal that a Bidder considers confidential shall be clearly designated in the following manner:

**If the Bidder considers any portion of a submission confidential, they shall provide a separate copy of the full and complete document, fully redacting those portions by blacking them out and shall note on the applicable page or pages of the document that the redacted portion or portions are "confidential." Use of any other term or method, such as stating that a document or portion thereof is "proprietary", "not for public use", or "for client's use only", is not acceptable. In addition to providing an additional fully redacted copy of the bid submission to the person listed as the point of contact on Page one (1) of this document, the identified information considered to be confidential **must** be accompanied by a separate letter stating the rationale for each item designated as confidential. In other words, the letter must specifically state why and under what legal authority each redaction has been made. Submissions which do not conform to these instructions by failing to include a redacted copy (if required), by failing to include a letter specifying the rationale for each redaction, by failing to designate redactions in the manner required by these instructions, or by including redactions which are contrary to these instructions or operative law may be rejected by the State as not conforming to the requirements of the bid or proposal. Marking or designating an entire proposal, attachment or section as confidential shall neither be accepted nor honored by**

the State. Marking an entire bid, proposal, attachment or full sections thereof confidential without taking into consideration the public's right to know shall neither be accepted nor honored by the State.

Notwithstanding any provision of this request for submission to the contrary, proposed pricing shall be subject to public disclosure REGARDLESS of whether or not marked as confidential.

If a request is made to the State by any person or entity to view or receive copies of any portion of a proposal, the State will assess what information it believes is subject to release; notify the Bidder that the request has been made; indicate what, if any, portions of the proposal or related material shall be released; and notify the Bidder of the date it plans to release the materials. To halt the release of information by the State, a Bidder must initiate and provide to the State, prior to the date specified in the notice, a court action in the Superior Court of the State of New Hampshire, at its sole expense, seeking to enjoin the release of the requested information.

By submitting a proposal, Bidders acknowledge and agree that:

- The State may disclose any and all portions of the proposal or related materials which are not marked as confidential and/or which have not been specifically explained in the letter to the person identified as the point of contact for this RFP;
- The State is not obligated to comply with a Bidder's designations regarding confidentiality and must conduct an independent analysis to assess the confidentiality of the information submitted in your proposal; and
- The State may, unless otherwise prohibited by court order, release the information on the date specified in the notice described above without any liability to a Bidder.

**TERMINATION:**

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

**VENDOR CERTIFICATIONS:**

All Vendors shall be duly registered as a vendor authorized to conduct business in the State of New Hampshire.

**STATE OF NEW HAMPSHIRE VENDOR APPLICATION:** Prior to bid award, Vendors shall have a completed **VENDOR CERTIFICATIONS:**

All Vendors shall be duly registered with the NH Bureau of Purchase and Property as State of New Hampshire vendors. All Vendors that are corporations, limited liability companies, or other limited liability business entities (this excludes sole proprietors and general partnerships) shall be duly registered with the New Hampshire Secretary of State to conduct business in the State of New Hampshire.

- **STATE OF NEW HAMPSHIRE VENDOR APPLICATION:** To be eligible for a contract award, a Vendor must have a completed Vendor Application Package on file with the NH Bureau of Purchase and Property. See the following website for information on obtaining and filing the required forms (no fee): <https://DAS.NH.Gov/Purchasing>
- **NEW HAMPSHIRE SECRETARY OF STATE REGISTRATION:** To be eligible for a contract award, a Vendor that is a corporation, limited liability company, or other limited liability business entity (this excludes sole proprietors and general partnerships) must be registered to conduct business in the State of New Hampshire **AND** in good standing with the NH Secretary of State. Please visit the following website to find out more about the requirements for registration with the NH Secretary of State: <https://sos.nh.gov/corporation-division/>
- **CONFIDENTIALITY & CRIMINAL RECORD:** If Applicable, any employee or approved subcontractor of the Vendor who will be accessing or working with records of the State of New Hampshire shall be required to sign a Confidentiality and Non-Disclosure Agreement and a Release of Criminal Record Authorization Form. These forms shall be returned to the designated State agency prior to commencing any work.
- **CERTIFICATE OF INSURANCE:**

Prior to being awarded a contract the Vendor shall be required to submit proof of comprehensive general liability insurance coverage prior to performing any services for the State. The coverage shall insure 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. Coverage shall also include State of New Hampshire workers' compensation insurance to the extent required by RSA Chapter 281-A.

**BID PRICES:**

Bid prices shall remain firm for the entire contract period and shall be in US dollars and shall include delivery and all other costs required by this bid invitation. Special charges, surcharges (including credit card transaction fees), or fuel charges of any kind (by whatever name) may not be added on at any time. Any and all charges shall be built into your bid price at the time of the bid. Unless otherwise specified, prices shall be F.O.B. DESTINATION, (included in the price bid), which means delivered to a state agency's receiving dock or other designated point as specified in this contract or subsequent purchase orders without additional charge. Shipments shall be made in order to arrive at the destination at a satisfactory time for unloading during receiving hours.

Per Administrative Rule 606.01 (e) "if there is a discrepancy between the unit price and the extension price in a response to an RFP, RFB or RFQ, the unit price shall be binding upon the vendor".

Price decreases shall become effective immediately as they become effective to the general trade or the Vendor's best/preferred customer.

**AUDITS AND ACCOUNTING:**

The successful Vendor shall allow representatives of the State of New Hampshire to have complete access to all records for the purpose of determining compliance with the terms and conditions of this bid invitation and in determining the award and for monitoring any resulting contract.

At intervals during the contract term, and prior to the termination of the contract, the successful Vendor 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.

**USAGE REPORTING:**

The successful Vendor shall be required to 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 each end of each calendar quarter Bureau of Procurement Services, Denise Rice and sent electronic to [denise.a.rice@das.nh.gov](mailto:denise.a.rice@das.nh.gov). At a minimum, the Report shall include:

- Contract Number
- Utilizing Agency and Eligible Participant
- Services/Products Purchased (showing the manufacturer, item, part number, and the final cost.)
- Recycling documentation with respect to content used in the manufacture, development and distribution process of goods and services sold. This report shall include but not be limited to:
  - Percentage of recycled materials contained within finished products
  - Percentage of waste recycled throughout the manufacturing process
  - Types and volume of packaging used for transport
  - Any associated material avoided and/or recycled as applicable under contract
  - A standardized reporting form will be provided after contract award
- Total Cost of all Services/Products Purchased. Ability to sort by agency/eligible participant.
- Preferred in Excel format

**ESTABLISHMENT OF ACCOUNTS:**

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 successful Vendor agrees to establish an account within three business days from the date the order is placed. However, there shall be no delay

*RDR*  
01/31/23

in any shipment; the agency shall receive the items ordered in accordance with the delivery time required under this bid invitation, as if an account already exists for the agency.

**ELIGIBLE PARTICIPANTS:**

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 501 c 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 successful Vendor. The State of New Hampshire assumes no liability between the successful Vendor and any of these entities.

**PAYMENT:**

Payment method (P-Card or ACH). 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 successful Vendor.

**INVOICING:**

Invoices shall be submitted to the corresponding State agency after completion of work.

**TERMS OF PAYMENT:**

Payment shall be made in full within thirty (30) days after receipt of the invoice and acceptance of the corresponding goods and/or services to the State's satisfaction.

**VENDOR RESPONSIBILITY:**

The successful Vendor shall be solely responsible for meeting all terms and conditions specified in the bid, and any resulting contract.

All State of New Hampshire bid invitations and addenda to such bid invitations are advertised on our website at: <https://apps.das.nh.gov/bidscontracts/bids.aspx>.

It is a prospective Vendor's responsibility to access our website to determine any bid invitation under which the Vendor desires to participate. It is also the Vendor's responsibility to access our website for any posted addenda.

The website is updated several times per day; it is the responsibility of the prospective Vendor to access the website frequently to ensure that no bidding opportunity or addendum is overlooked.

It is the prospective Vendor's responsibility to forward a signed copy of any addendum requiring the Vendor's signature to the Bureau of Purchase and Property with the bid response.

In preparation of a bid response, the prospective Vendor shall:

- Provide pricing information as indicated in the "Offer" section; and
- Provide all other information required for the bid response (if applicable); and
- Complete the "Vendor Contact Information" section; and
- Add applicable prospective Vendor information to the "Transmittal Letter" form, and sign the form in the space provided. The Transmittal Letter form must be signed under oath and acknowledged by a notary public or justice of the peace in order for the bid response to be considered.

It is the responsibility of the Vendor to maintain any awarded contract and New Hampshire Vendor Registration with up to date contact information.

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.

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\(a0fzcv55ahaeqs45jpya5i45\)\)/welcome.aspx](https://das.nh.gov/purchasing/vendorregistration/(S(a0fzcv55ahaeqs45jpya5i45))/welcome.aspx)

**IF AWARDED A CONTRACT:**

The successful Vendor shall complete the following sections of the attached Agreement State of New Hampshire Form #P-37:

- Section 1.3 Contractor Name
- Section 1.4 Contractor Address
- Section 1.11 Contractor Signature
- Section 1.12 Name & Title of Contractor Signatory (If Vendor is not a sole proprietor)

- Provide certificate of insurance indicating the coverage amounts required by Section 14 of the Form Number P-37.
- Provide proof of sufficient workers' compensation insurance coverage or evidence of exemption from RSA Chapter 81-A.
- If the successful Vendor is a corporation, limited liability company, or other limited liability business entity, then provide a certificate of good standing issued by the NH Secretary of State or, for a newly incorporated, formed, or registered entity, a copy of the appropriate registration document certified by the NH Secretary of State.

**SITE VISITATION:**

Prior to commencement of work, it is each Vendor's responsibility to become thoroughly familiar with the sites of the intended service, to determine everything necessary to accomplish the services. Failure of the Vendor to make a site visit does not relieve the Vendor of responsibility to fully understand what is necessary to accomplish a successful and complete service.

**SCOPE OF SERVICE:**

**ASBESTOS AND LEAD MONITORING SERVICES**

A. The Vendor shall perform the following for initial building and site inspections regarding the presence of asbestos or suspected asbestos that would result in NESHAP guidelines for monitoring services

1. The Vendor shall furnish all labor, supervision, material, equipment, insurances, permits, construction tools, and equipment necessary to perform an inspection of properties, buildings, and other structures for suspected asbestos-containing material (ACM) and/or lead containing materials.
2. The asbestos inspection and sampling shall be conducted according to AHERA guidelines (40 CFR Part 763) and 29 CFR Part 1926.1101 (OSHA). The asbestos inspection shall be performed by a State of New Hampshire Licensed Inspector.
3. The lead inspection and sampling shall be conducted by a New Hampshire Certified Lead Inspector or New Hampshire Certified Lead Risk Assessor for all residential sites and child-occupied (<6 years of age) facilities. The lead inspection and sampling in non-residential sites and non-child occupied facilities shall be conducted by inspectors having undergone manufacturer's training for portable X-ray fluorescence (XRF) analyzer equipment, paint chips or other as needed and to be utilized and supervised by a Certified Industrial Hygienist. The scope of lead and asbestos inspections will be determined based on each project request and intent pursuant to all applicable State and federal requirements (including but not limited to Title 29 Code of Federal Regulations 1926.62).
4. Work Product: As a result of the inspections and sampling, an AHERA style report for each building or property surveyed shall be submitted. The report shall include: scope of survey, survey procedures and observations, analytical methods, summary of results for asbestos containing materials (ACM) and/or lead, estimated quantities and condition of ACM/Lead,

Contractor Initials

Date

DC  
07/11/13

marked up floor plans or sketch provided by consultant for the building showing where the samples were taken, chain of custody for the samples taken and test results on laboratory letterhead.

5. Vendor shall provide a New Hampshire licensed Asbestos Designer to recommend the options for abatement response actions, budget estimates, bid assistance, work plan/specification development, and abatement monitoring and inspection services.
- B. The Vendor shall perform the following for abatement monitoring projects:
1. Abatement monitoring and inspections services for asbestos shall include at a minimum: that monitoring to be conducted by a certified asbestos project monitor, baseline air testing, ambient area air testing during the abatement, air clearance testing following abatement, PCM air sample analysis by New Hampshire licensed laboratory, inspections of abatement Vendor work, checklist review of abatement, and vendor submittals documents and final project reporting.
  2. Abatement monitoring and inspections services for lead shall include at a minimum be conducted by a competent person, baseline dust sampling, ambient area air testing during abatement, lead dust wipe sampling by a New Hampshire licensed lead risk assessor following lead removal work (if applicable), analysis of lead air and dust samples by a New Hampshire licensed laboratory, inspections of abatement contractor work, checklist review of abatement contractor submittals documents, and final project reporting.

#### **SUBMITTALS FOR REVIEW**

- A. Submit schedule of inspections for review and approval by the state appointed Project Supervisor when/if known.
- B. Submit certifications of the inspectors and assessors to be utilized for the work of the project for review and approval by the state appointed Project Supervisor.
  - a. The Vendor should submit a list of names and cert numbers when submitting a bid for the contract. Perhaps the selected Vendor is required to update the Inspector and Project Monitor lists when applicable

#### **REGULATORY REQUIREMENTS**

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

#### **SCHEDULING**

- A. Perform Work of this contract at times to be scheduled with the concurrence of the state appointed Project Supervisor.
- B. Survey work in OCCUPIED AND UNOCCUPIED areas shall be arranged with the state appointed Project Supervisor. The Building Owners reserve the right to restrict the times at which the surveys may be performed. The state reserves the right to have inspections outside of the set of 7:30 PM to 4:00 PM time frame to best serve state's business operations.



## PROJECT CONDITIONS

- A. Security: All of the successful Bidder's employees, subcontractors, or other related personnel who will physically be required to work in the buildings may be required to provide official government identification such as a driver's license for security check. The state appointed Project Supervisor shall approve all personnel.
- B. Non-Damage to the Work Site. Sampling for asbestos and/or lead containing material shall be performed with minimal damage to the building, including, though not limited to: structural members, ceilings, walls, windows, conduits, louvers, stairs, pipes, duct work, insulation, light fixtures, pavements, sprinklers, heat and smoke sensors, and building grounds.
- The Bidder is to make all efforts to limit the extent of damage to the sampled materials and stabilize sample locations with a filler compound where possible. Complete restoration and cosmetic touchup or repair is not within the scope of work
- C. Conduct inspections and surveys to accommodate Owner's occupancy requirements. Maintain building security during all hours of site occupancy. Utilize the site and building in the most efficient manner possible for execution of the work; allow for continuous occupancy and operations of the facility.

## FINAL REPORT FOR ABATEMENT

The Final Report should include the following sections listed below: introduction, methodology, Project overview, analytical result and field sheets. The State has the right review draft of final report prior to final submittal.

- A. INTRODUCTION:  
Narrative of the scope of work with description of the services that the Vendor conducted, including a sketch/table of what was abated by location, material quantity and method of abatement.
- B. METHODOLOGY:  
Description on how sampling was conducted.
- C. PROJECT OVERVIEW:  
Brief narrative of chronological issues that would include prepping, sensitive issues, regulatory visitors, discussion of abatement test and inspection results, achievement of schedule or delays, injuries, and correction of deficiencies, example pictures
- D. ANALYTICAL RESULTS:  
Results of air sampling on laboratory letterhead with who reviews the laboratory analytical result and authorized signature
- E. FIELD SHEETS:  
Completed daily field data sheets, abatement check off lists and chronological detailed field notes in a weekly manner.

## ACM and LEAD TESTING AND MONITORING PERSONNEL QUALIFICATION REQUIREMENTS

- A. General: All personnel performing work for the State of New Hampshire shall meet all State of New Hampshire Revised Statutes concerning asbestos management, control and abatement including Chapter 141-E and NH Administrative Rule Env-A 1800 requirements for Licenses and Certification for Asbestos Professionals and US EPA ASHARA accreditation requirements.

The awarded Vendor shall employ a full-time Industrial hygienist, certified by the Board of American Industrial Hygiene (CIH), for review and supervision of all testing, analysis, recommendations and reporting.

**Asbestos:** The awarded Vendor shall employ a NH certified asbestos management planner and/or NH-certified asbestos project designer that is experienced preparing abatement specifications and developing asbestos operations and maintenance programs and management plans.

The awarded Vendor shall be experienced and certified to provide asbestos training (upon request) consisting of: 2-hour asbestos training for maintenance staff and construction personnel accordance with NH Administrative Rule Env-A 1800, 29 CFR Part 1926.1101 and 40 CFR Part 763.

**Lead:** licensed by NH Bureau of Radiological Health for Radioactive Source.

**NH Bureau of Radiological Health License will be required for compliance and award of this RFB. Vendor will provide number under Vendor Contact Information located in the VENDOR CONTACT INFORMATION section.**

- B. The Vendor will establish records of analytical proficiency in air sampling and analysis and bulk sampling and analysis as follows:
1. A laboratory presently accredited by the American Industrial Hygiene Association (AIHA) for asbestos: or
  2. An analyst presently listed in the AIHA Asbestos Analysis Registry: or
  3. A person who has successfully completed NIOSH course # 582 Sampling and Evaluating Airborne Asbestos and whose in-house laboratory shows a minimum of two (2) years evidence of proficient ratings in the Proficiency Analytical Testing Program (PAT Program); and
  4. The asbestos bulk material analysis laboratory shall show evidence of proficiency rating in the National Voluntary Laboratory Accreditation Program (NVLAP) - List of Accreditation Polarized Light Microscopy Laboratories: and
  5. The analysis of bulk samples shall be performed by or under the supervision of an analyst who has successfully completed an asbestos analysis course by McCrone Research Institute, or an equivalent course as recognized as industry standard and/or National Institute of Standards and Technology's (NIST) National Voluntary Laboratory Accreditation Program (NVLAP).
- C. The Vendor shall submit with bid, documentation for the following personnel that are employed directly (or sub-contractor) and provide names, copies of all licensing and certification, and demonstrate at least three (3) years of experience performing each of the below certified tasks:
1. NH certified asbestos inspector(s)
  2. NH certified asbestos abatement project designer
  3. Asbestos project monitors trained/accredited pursuant to EPA 40 CFR Part 763 MAP requirements
  4. NIOSH 582 trained, PAT proficient asbestos air analysts for performing same day on-site analysis at abatement sites
  5. NH Asbestos Disposal Site (ADS) certified individuals and a NH Entity Certification for ADS Contractor is required for any work areas that will result in any disturbing soils.
  6. ABIH certified industrial hygienist
  7. NH certified asbestos management planner
  8. NH Certified Lead Risk Assessor
  9. NH Bureau of Radiological Health certificate for XRF radioactive source, if applicable or other means may be used
  10. Certify that all of the above are full time employees of the Vendor (or sub-contractor) at award

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

### A. INSPECTOR: DUTIES AND RESPONSIBILITIES

If required, review previous facility documentation including laboratory sample results of Identified Hazardous Building Materials (i.e. ACM, Lead Based Paint, PCB containing materials, Mercury Containing Products and other hazardous materials (OHMs)).

1. Only Perform visual inspection to identify, document or inventory materials suspected of containing asbestos (and other potential HBMs), lead paint, materials suspected to contain PCBs, and any other OHMs if State requests for specific pricing:
2. Conduct on-site lead paint inspection using portable x-ray fluorescence detection equipment or other means (non-destructive).
3. Supply reports on Impact of Scope of Work (SOW). To include an estimate of the number of samples for asbestos and/or lead to be collected during the survey and a cost for those samples in accordance with the submitted rate and turnaround time (TAT) schedule.
4. Evaluate conditions and accessibility of materials containing asbestos and lead.
5. Perform other duties as required.

### B. INSPECTOR: GUIDELINES

1. An Asbestos Inspector, Certified by the State of New Hampshire (provide certification number) shall be assigned to an individual project/work order unless otherwise approved in writing by the state appointed Project Supervisor.
2. Bulk sampling - The asbestos inspection and sampling shall be conducted according to AHERA guidelines (40 CFR Part 763). The asbestos inspection shall be performed by a State of New Hampshire Certified Asbestos Inspector. Samples for analysis shall be performed using polarized light microscopy (PLM) by an NVLAP-certified laboratory. The Stop at First Positive (SFP) method that includes the required amount of samples for compliance with AHERA, but allows the analyst the ability to stop the analysis of the remaining samples if the first sample of a group tests positive shall be used as deemed sufficient by the Inspector. The Inspector shall notify the State appointed Project Supervisor if SFP method is used and recommendations for further testing as may be applicable. Friable Materials, Non-friable materials, Multi-layer surfacing materials, resilient flooring and Mastic, shall be tested by the method that will provide the most accurate sample assessment. For sample extraction, remove only the amount of materials necessary for accomplishment of the survey work required under this contract.
3. Building and Property Inspections - Provide building, facility and property inspections prior to renovation or demolition activities in accordance with OSHA, EPA NESHAP and NH Asbestos Management and Control Rules, Env-A 1800 requirements.
4. Provide site characterization and reporting for known or potential Asbestos Disposal Sites using certified inspector and certified ADS personnel, as per NH Admn. Rules Env-Sw 2100 and reference in Env-A 1800 and Env-Sw 900 as it applies to NH Inactive AD sites.
5. XRF testing shall be sufficient to meet the intended scope of the specific project, ranging from NH Risk Assessments in residential and child occupied settings, to preliminary screening for lead paint, and screening to determine potential lead hazardous waste (and to provide recommendations for lead TCLP waste stream testing)

A. PROJECT MONITOR: DUTIES AND RESPONSIBILITIES

1. Attend preconstruction conference with State and Abatement Contractor prior to start of work.
2. Conduct baseline testing for asbestos and lead as reviewed with State for project.
3. Assure and monitor abatement contractor activities inside and outside the regulated areas and perform final clearance. Please note if subcontractor is disturbing material in a manner would cause a fiber release.
4. Conduct ambient area air sampling using PCM for asbestos in accordance with NIOSH Method 7400 for asbestos work and, if lead is involved, AA laboratory analysis of ambient air samples and monitoring for lead.
5. Conduct final visual of the regulated work area, and air clearance testing for asbestos prior to re-occupancy. If lead is impacted, conduct visual inspection and surface dust testing as requested by State for project.
6. If needed and as reviewed with State, conduct additional air or material testing, including but not limited to TEM analysis, based on project and site conditions.
7. Perform other duties as required.

D. PROJECT MONITOR: GUIDELINES

1. Proficient in speaking and writing in English.
2. Complete base line air samples before work begins to document base line readings.
3. Complete air samples in surrounding areas to ensure that asbestos abatement activity is being done correctly and safely.
4. Have the ability to read and understand construction documents.
5. Prepare for signature relevant forms or plans as required by regulatory agencies as well as internal state forms, including scope of work documents.
6. Provide project monitoring for the duration of the abatement.
7. Re-occupancy clearance sampling (PCM analysis) provide laboratory analysis of each sample by Phase Contrast Microscopy to determine successful completion of abatement in accordance with standard clearance criteria (per project specific).
8. Re-occupancy clearance sampling (TEM analysis) provide laboratory analysis of each sample to determine successful completion of abatement in accordance with standard clearance criteria. If TEM analysis cannot meet the re-occupancy criteria, no further remaining samples are to be conducted until the area has been re-cleaned by the abatement Contractor (per project specific).
11. Immediately upon receipt of favorable re-occupancy clearance test results, the Project Monitor shall submit in writing to the state appointed Project Supervisor, documentation that states the area has successfully achieved the re-occupancy clearance requirements. A copy of the test results is to be attached to the documentation.

E. LABORATORY

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

F. ABATEMENT PROJECT DESIGNER & MANAGEMENT PLANNER

1. Provide review and recommendations for proper abatement options and design.
2. Provide review of Inspection reports and hazard assessment. Prepare asbestos operations and maintenance programs and asbestos management plans based on requirements set forth in 40 CFR Part 763.

3. Chair and run design, construction (pre, during, post) meetings and when required, state employee information meetings. Prepare and distribute minutes of all meetings as well as interface with regulatory agencies, the state appointed Project Supervisor, State Engineers, Management and Field Personnel
  4. Develop scope of work and prepare quotation/bid documents for the State of New Hampshire's approved asbestos abatement contractors. Provide review of abatement contractor plans and submittal documentation.
- G. If applicable: for projects completed for NHDOT as applicable: All reports, procedure manuals and other documents published by the Vendor shall contain a credit reference to the State and Federal Highway Administration (FHWA) such as "prepared for the State in cooperation with the United States Department of Transportation (USDOT), Federal Highway Administration". In addition, the above documents shall contain a disclaimer statement similar to "The Contents of this document reflect the views of the author, who is responsible for the facts and accuracy of the data presented herein. The contents do not necessarily reflect the official view or policies of the State or the FHWA Highway Administration. This document does not constitute a standard specification or regulation".

**Asbestos Abatement/Hazardous and Regulated Material Investigative Survey and Abatement and/or lead Inspection Services:**

The Vendor agrees to provide Asbestos Abatement/Hazardous and Regulated Material Investigative Survey and Abatement and/or lead Inspection Services. For the purpose of this proposal, "Vendor" refers to the Asbestos Abatement/Lead Hazardous and Regulated Material Investigative Survey and Abatement Inspection Vendor, as described below:

- A. The Vendor shall perform preliminary site examinations to sample and quantify suspect Asbestos-Containing Building Materials and Lead-based paint (LBP). Visually identify and quantify other hazardous or regulated wastes (e.g. Mercury switches, PCB ballasts, paint, solvents, acids, fuel, waste oil and insecticides) within the structure(s) on the site or parcel. Assume responsibility as an Agent of the state to oversee and sign the Waste shipment Record (WSR) and Hazardous Waste Manifest documents as well as submitting copies to the appropriate NHDOT representative (if applicable). Inspection reports, preparation of abatement plan and scope of work for an asbestos removal and/or LBP/Hazardous Waste contract, inspection of asbestos removal, and certification that appropriate environmental agencies and compliance with appropriate environmental regulations shall be part of this work.

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

- B. Personnel shall meet the following minimum requirements. Individuals qualified to perform multiple duties may do so.
  1. Project Manager shall act as the New Hampshire Agent for all inspection services and shall be capable of preparing reports describing the results of the inspection survey, regulatory agency notification, and certification that asbestos and LBP/Hazardous Material abatement if necessary, is complete.
  2. Project Designer shall be Environmental Protection Agency (EPA) accredited and licensed and qualified to prepare an abatement plan and scope of work for an asbestos and/or lead removal contract.
  3. Inspector shall be EPA accredited/licensed and qualified to inspect asbestos and/or lead in occupied or vacant; public, commercial, or industrial buildings, including assessing the condition of asbestos, determining the Friability or Non-Friability of the material and/or

recommended response actions. The inspector shall comply with State of New Hampshire solid waste rules, hazardous waste rules and be able to visually identify and quantify hazardous materials and wastes and be able to visually identify and quantify hazardous materials and wastes.

4. Support Staff shall be capable of providing administrative support and assistance in the preparation, editing and review of necessary documents.
  5. An abatement contractor shall not perform the services of this consultation contract.
- C. The State will furnish the following materials for each site(s).
1. Locus maps and property information with construction date(s) of structure(s) and prior use, for use by the Vendor in the prosecution of his/her preliminary examination and investigative survey.
  2. A right-of-entry, when necessary, obtained from property owners allowing access to property and permission to perform the necessary work.
- D. The following work shall be performed to determine if Asbestos, Lead-Based Paint, and/or Hazardous or Regulated waste abatements are required, prepare a scope of work for each necessary abatement.
1. Conduct preliminary examination of site(s) to determine the necessity for and extent of sampling to determine the type and quantity of Asbestos, Lead-based Paint, and Hazardous Waste and Universal Waste. Examination of site(s) shall begin within two (2) working days of receiving written notice to proceed.
  2. Inspection survey of site(s) to inspect, sample and analyze to determine the type and quantity of asbestos present at the site(s). A State representative may accompany the Vendor during the investigative survey. Sampling shall be done in accordance with 40 CFR Part 763, Model Accreditation Plan. Analysis shall be done in accordance with the National Voluntary Laboratory Accreditation Program (NVLAP), and the American Industrial Hygiene Association (AIHA) approved methods.
  3. Prepare and submit for the State's authorization, a scope of work for a Hazardous or Regulated waste Abatement Contract to be performed by another party.
  4. The Project Monitor and Abatement Contractor shall perform a walk-through of the work areas to note existing conditions.
  5. Pre-removal asbestos inspection to ensure proper work area preparation and pre-removal air monitoring within each work area to establish background baseline fiber count.
  6. Daily air monitoring as required determining airborne fiber concentrations, negative-pressure monitoring, effectiveness of the control methods and decontamination procedures and assurance of safe work practices. Air sampling as required for, but not limited to, background, outdoor, inside/outside of containment areas, decontamination, adjacent area, HEPA exhaust supply, and etc., (personal samples shall be excluded since this is the responsibility of the Abatement Contractor) shall be conducted according to current industry and regulatory standards. State reserves the right to receive personal samples in the weekly status report upon request.
  7. Air samples shall be analyzed utilizing Phase Contrast Microscopy in accordance with the National Institute of Occupational Safety and Health (NIOSH) Analytical Method 7400.

Results shall be available within one working day and shall be reviewed by the Project Manager, the Inspector, and Abatement Contractor foreman.

8. Ongoing visual inspection to ensure integrity of work area barriers, use of personnel protective equipment and decontamination units, appropriate removal procedures and other compliance issues.
  9. Conduct a visual inspection and clearance testing at the completion of abatement work and cleaning. The visual inspection shall comply with the requirements of American Society for Testing and Materials (ASTM) E 1368-90, Standard Practice for Visual Inspection of Asbestos Abatement Project. Air clearance sampling Techniques as described in Appendix A to Subpart E of the Asbestos Hazardous Emergency Response Act (AHERA) regulations and NH Code of Administrative Rules Part Env-A 1800, Asbestos Management and Control.
  10. The Vendor shall provide to the Abatement Contractor and the NHDOT a certification that all the abatement's are complete. This certification shall be made available within twenty-four (24) hours of abatement completions.
  11. Inspection survey of site(s) to inspect, sample and analyze to determine the presence of Lead-Based Paint and to identify and characterize any other hazardous or regulated waste present at the site(s) within the scope of testing described herein. Analysis of paint surfaces shall be done in accordance with XRF method. Project Monitor to oversee the segregation of waste streams; Abatement Contractor to insure and track proper disposal as described below and defined by the New Hampshire Department of Environmental Services.
    1. Group I – Non-Regulated Household Chemicals/Consumer Products
    2. Group II – Universal Wastes
    3. Group III – Hazardous Waste
    4. Group IV – Unknown or Unidentified Material
  12. Prepare a written report describing the results of the inspection survey. This report shall detail type, quantity and location of asbestos, LBP, and any hazardous or regulated wastes. Photos, plans, and estimated abatement cost, shall be submitted to the NHDOT within five (5) business days following sample analysis.
  13. Notify appropriate regulatory agencies regarding evaluation, abatement, and abatement completion.
  14. Provide to the State daily project logs and reports, air monitoring results, copies of pressure differential strip charts, visual inspection logs, copies of notification to regulatory agencies (i.e. EPA, State), and certification that the abatements are complete to the NHDOT. A copy of this final report is to be sent to the Asbestos Abatement Contractor, the Demolition Contractor, and the General Contractor if so involved.
- E. All plans, drawings, tracings, sketches, photographs, diagrams, reports and other documents prepared for this contract shall become property of the State. The Vendor is prohibited from copyrighting any documents or materials that are part of this contract.
- G. For projects completed for NHDOT or FHWA projects or Right of Way as applicable: All reports, procedure manuals and other documents published by the Vendor shall contain a credit reference to the State and Federal Highway Administration (FHWA) such as "prepared for the State in cooperation with the United States Department of Transportation (USDOT), Federal Highway Administration". In addition, the above documents shall contain a disclaimer statement similar to "The Contents of this document reflect the views of the author, who is responsible for the

facts and accuracy of the data presented herein. The contents do not necessarily reflect the official view or policies of the State or the FHWA Highway Administration. This document does not constitute a standard specification or regulation".

#### EMERGENCY AND NON-EMERGENCY RESPONSE

- A. 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.
- B. The Vendor shall respond to an emergency event within a maximum of four (4) hours unless a greater time is approved by the Agency using the Contractor's services. The State Agency will determine if a release is a non-emergency.
- C. 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.
- D. The Vendor shall have the capability to provide a satisfactory initial response to any reported emergency petroleum release or spill in the State of New Hampshire.
- E. 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.)
- F. The Vendor shall maintain a 24-hour per day, 7 days per week response capability.
- G. When an event occurs, the Agency contact person shall notify the Vendor 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.
- H. The Vendor may be supervised by representatives of the State.

#### SPECIAL PROVISIONS

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



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

### **Indoor Air Quality Testing Services**

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

### **REPORTING**

At the conclusion of the IAQ work, a report shall be provided which meets the following minimum standards:

A. **INTRODUCTION:**

Narrative of the scope of work with description of the services that were conducted, including a table of what was tested by location.

B. **METHODOLOGY:**

Description on how sampling was conducted.

C. **PROJECT OVERVIEW:**

Brief narrative of chronological issues.

**D. ANALYTICAL RESULTS:**

Results of air sampling on laboratory letterhead with authorized signature including chain of custody.

**E. FIELD SHEETS:**

Completed field data sheets.

**F. CONCLUSION SUMMARY:**

Recommendations for resolving issue.

**SAFETY ISSUES AND COMPLIANCE REQUIREMENTS**

The safety and protection of State of NH personnel and property shall be of the utmost concern. All work shall be conducted so as to interfere as little as possible with State of NH business realizing that evaluations of spaces routinely require testing during times when buildings are occupied. The Contractor shall, at their own expense, wherever necessary or required, furnish safety devices and take such other precautions as may be necessary to protect life and property.

All work shall be performed in a manner compliant with all existing State and federal safety laws, rules, regulations and standards including but not limited to OSHA and the U.S. Department of Labor to ensure the safety of the workers as well as State of NH staff and the general public.

**ACM and LEAD TESTING AND MONITORING PERSONNEL QUALIFICATION REQUIREMENTS**

- A. General: All personnel performing work for the State of New Hampshire shall meet all State of New Hampshire Revised Statutes concerning asbestos management, control and abatement including Chapter 141-E and NH Administrative Rule Env-A 1800 requirements for Licenses and Certification for Asbestos Professionals and US EPA ASHARA accreditation requirements.

The Contractor shall employ a full time industrial hygienist or subcontractor, certified by the Board of American Industrial Hygiene (CIH), for review and supervision of all testing, analysis, recommendations and reporting.

Asbestos: The Contractor shall employ a NH certified asbestos management planner and NH-certified asbestos project designer that is experienced preparing abatement specifications and developing asbestos operations and maintenance programs and management plans.

The Contractor shall be experienced and certified to provide asbestos training (upon request) consisting of: 2-hour asbestos training for maintenance staff and construction personnel accordance with NH Administrative Rule Env-A 1800, 29 CFR Part 1926.1101 and 40 CFR Part 763. Lead: licensed by NH Bureau of Radiological Health for Radioactive Source.

NH Bureau of Radiological Health License #467-R

- B. The Contractor will establish records of analytical proficiency in air sampling and analysis and bulk sampling and analysis as follows:

1. A laboratory presently accredited by the American Industrial Hygiene Association (AIHA) for asbestos: or
2. An analyst presently listed in the AIHA Asbestos Analysis Registry; or
3. A person who has successfully completed NIOSH course # 582 Sampling and Evaluating Airborne Asbestos and whose in-house laboratory shows a minimum of two (2) years evidence of proficient ratings in the Proficiency Analytical Testing Program (PAT Program); and
4. The asbestos bulk material analysis laboratory shall show evidence of proficiency rating in the National Voluntary Laboratory Accreditation Program (NVLAP) - List of Accreditation Polarized Light Microscopy Laboratories: and

5. The analysis of bulk samples shall be performed by or under the supervision of an analyst who has successfully completed an asbestos analysis course by McCrone Research Institute or an equivalent course as recognized as industry standard and/or National Institute of Standards and Technology's (NIST) National Voluntary Laboratory Accreditation Program (NVLAP).
- C. The Contractor shall submit documentation for the following personnel that are employed directly (or sub-contractor) and provide names, copies of all licensing and certification, and demonstrate at least three (3) years of experience performing each of the below certified tasks:
1. NH certified asbestos Inspector(s)
  2. NH certified asbestos abatement project designer
  3. Asbestos project monitors trained/accredited pursuant to EPA 40 CFR Part 763 MAP requirements
  4. NIOSH 582 trained, PAT proficient asbestos air analysts for performing same day on-site analysis at abatement sites
  5. ABIH certified industrial hygienist
  6. NH Certified Asbestos Management Planner
  7. NH Certified ADS Contractor and Worker
  8. NH Certified Lead Risk Assessor
  9. NH Bureau of Radiological Health certificate for XRF radioactive source, if applicable or other means may be used
  10. Certify that all of the above are full time employees of the Contractor (or sub-contractor).

**Additional Requirements:**

Unless otherwise stated in the Scope of Services, all services performed under this Contract(s) shall be performed between the hours of 7:30 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.

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

The State shall require correction of defective work or damages to any part of a building or its appurtenances when caused by the Vendor's employees, equipment or supplies. The Vendor shall replace in satisfactory condition all defective work and damages rendered thereby or any other damages incurred. Upon failure of the Vendor 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 Vendor.

The work staff shall consist of qualified persons completely familiar with the products and equipment they shall use. The Contracting Officer may require the Vendor 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.

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

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

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

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

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.

**OBLIGATIONS AND LIABILITY OF THE VENDOR:**

The successful Vendor shall perform all work and furnish all materials, tools, equipment and safety devices necessary to perform the requested services in the manner and within the time hereinafter specified. The Vendor shall provide said services to the satisfaction of the State and in accordance with the specifications and at the price set forth herein. All work to be performed and all equipment to be furnished pursuant to the Scope of Services included herein shall be performed and furnished in strict accordance with the specifications included herein, the terms of any contract awarded as a result of this solicitation, any associated contract drawings, and the directions of State representatives as may be given from time to time while the work is in progress.

The successful Vendor shall take full responsibility for the work to be performed pursuant to the Scope of Services included herein; for the protection of said work; and for preventing injuries to persons and damage to property and utilities on or about said work. The Vendor shall in no way be relieved of such responsibility by any authority of the State to give permission or issue orders relating to any part of the work, by any such permission given or orders issued, or by any failure of the State to give such permission or issue such orders. The successful Vendor shall bear all losses accruing to the Vendor as a result of the amount, quality, or character of the work required, or because the nature or characteristics of the work location is different from what the Vendor estimated or expected, or due to delays or other complications caused by the weather, elements, or other natural causes.

The successful Vendor agrees that any damage or injury to any buildings, materials, equipment, or other property resulting from the Vendor's performance of the requested services shall be repaired at the Vendor's own expense so that such buildings, materials, equipment, or other property are satisfactorily restored to their prior condition.

**OFFER:**

Vendor hereby offers to perform the services to the State of New Hampshire as specified at the prices quoted below, in complete accordance with the general and detailed specifications included herewith.

**Please complete attachment#1 in full. Please note, Vendor is responsible to fill out all gray tinted cells in order to be compliant to this bid. This includes no cost fees entered as zeros. Incomplete submissions will be considered a non-compliant response.**

**VENDOR CONTACT INFORMATION:**

Please provide contact information below for a person knowledgeable of and who can answer questions regarding, this bid response.

<u>Keith Allard</u>	<u>(603) 289-1951</u>	<u>N/A</u>
Contact Person	Local Telephone Number	Toll Free Telephone Number
<u>kallard@slrconsulting.com</u>		<u>https://www.slrconsulting.com/en</u>
E-mail Address		Company Website
<u>SLR International, Corp.</u>	<u>2 Commerce Drive, Suite 110, Bedford, NH 03110</u>	
Vendor Company Name	Vendor Address	

**Note: To be considered, bid shall be signed and notarized on front cover sheet in the space provided.**

**NH Bureau of Radiological Health License # 353R**

**DELIVERY LOCATIONS:**

The following are the current State of New Hampshire agency/institution locations which, if you are awarded a contract, you are expected to service. The State of New Hampshire reserves the right to add locations to this list at the contract prices or to delete locations, as needed. This listing does not include any eligible participants.

**If required, please see NH District Map for clarifications.**

**<https://www.nh.gov/dot/org/operations/highwaymaintenance/documents/DistrictEngineersMap-August2015.pdf>**

Contractor Initials PAO  
Date 01/31/23

**ATTACHMENTS:**

The following attachments are an integral part of this bid invitation:

Attachment A: Sample P-37 Form

Attachment 1: RFB 2728-23 Price Offer

Contractor Initials   
Date 2/21/23

**ATTACHMENT A**  
**SAMPLE FORM TO BE COMPLETED UPON AWARD**

**FORM NUMBER P-37 (version 12/11/2019)**

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

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name.		1.2 State Agency Address	
1.3 Contractor Name		1.4 Contractor Address	
1.5 Contractor Phone Number	1.6 Account Number	1.7 Completion Date	1.8 Price Limitation
1.9 Contracting Officer for State Agency		1.10 State Agency Telephone Number	
1.11 Contractor Signature   Date:		1.12 Name and Title of Contractor Signatory	
1.13 State Agency Signature   Date:		1.14 Name and Title of State Agency Signatory	
1.15 Approval by the N.H. Department of Administration, Division of Personnel <i>(if applicable)</i>  By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) <i>(if applicable)</i>  By: _____ On: _____			
1.17 Approval by the Governor and Executive Council <i>(if applicable)</i>  G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials ADP  
 Date 01/31/23

**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 as indicated in block 1.17, 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. 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 affected 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. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to 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 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the

performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all 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. 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 race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 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 all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

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

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

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

Contractor Initials

Date

*PSK*  
04/3/23

## 8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

8.2.3 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.

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

## 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) 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) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

## 10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, 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.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. 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.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. 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 sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### 14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and 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 his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. 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 his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **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.

17. **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.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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

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

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

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

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

**ASBESTOS, LEAD & OTHER HAZARDOUS & REGULATED MATERIAL TESTING AND MONITORING SERVICES**

Vendor is responsible to fill out all gray shaded cells in order to be compliant with this bid. This includes no cost fees entered as zeros. Incomplete submissions will be considered a non-compliant response.

**Part 1: Hourly Rates**

Estimated Annual per hourly occurrences (Across all counties)	UOM (per hour)	Product Description	Unit Cost (Hourly rate)	Extended Cost
517	Hour	Inspector	\$ 110.00	\$ 56,870.00
1323	Hour	Project Monitor	\$ 50.00	\$ 66,150.00
281	Hour	Designer/manager planner	\$ 140.00	\$ 39,340.00
19	Hour	Certified industrial hygienist	\$ 0.01	\$ 0.19
10	Hour	NH licensed lead assessor	\$ 0.01	\$ 0.10
<b>Sub Total for Part 1</b>			<b>\$</b>	<b>162,360.29</b>

**Part 2: LABORATORY ANALYSIS RATE PER SAMPLE ANALYSIS FOR ALL COUNTIES**

Miscellaneous Test and Samples Required by the State of New Hampshire

(If

vendor can't perform any samples or tests the vendor needs to address this during the inquiry period)

Estimated Annual Quantity (Across all counties)	Unit	Sample Description	Unit Cost	Extended Cost
20	EA	Phase Contrast Microscopy (3-Hour)	\$ 0.01	\$ 0.20
350	EA	Phase Contrast Microscopy (24-Hour)	\$ 0.01	\$ 3.50
490	EA	Phase Contrast Microscopy (48-Hour)	\$ 0.01	\$ 4.90
5	EA	Transmission Electron Microscopy, AHERA (6-Hour)	\$ 0.01	\$ 0.05
5	EA	Transmission Electron Microscopy, AHERA (24-Hour)	\$ 0.01	\$ 0.05
5	EA	Transmission Electron Microscopy, AHERA (72-Hour)	\$ 0.01	\$ 0.05
5	EA	Transmission Electron Microscopy, AHERA (5-day)	\$ 0.01	\$ 0.05
5	EA	Transmission Electron Microscopy, NIOSH 7402 (6-Hour)	\$ 0.01	\$ 0.05
5	EA	Transmission Electron Microscopy, NIOSH 7402 (24-Hour)	\$ 0.01	\$ 0.05
5	EA	Transmission Electron Microscopy, NIOSH 7402 (72-Hour)	\$ 0.01	\$ 0.05
5	EA	Transmission Electron Microscopy, NIOSH 7402 (5-day)	\$ 0.01	\$ 0.05
16	EA	Polarized Light Microscopy (6-Hour)	\$ 0.01	\$ 0.16
100	EA	Polarized Light Microscopy (24-Hour)	\$ 6.00	\$ 600.00
316	EA	Polarized Light Microscopy (72-Hour)	\$ 6.00	\$ 1,896.00
432	EA	Polarized Light Microscopy (5-Day)	\$ 6.00	\$ 2,592.00
5	EA	PLM Point Count (24-Hour)	\$ 0.01	\$ 0.05
5	EA	PLM Point Count (72-Hour)	\$ 0.01	\$ 0.05
5	EA	PLM Point Count (5-Day)	\$ 0.01	\$ 0.05
5	EA	PLM Point Count with Gravimetric (6-Hour)	\$ 0.01	\$ 0.05
5	EA	PLM Point Count with Gravimetric (24-Hour)	\$ 0.01	\$ 0.05
5	EA	PLM Point Count with Gravimetric (72-Hour)	\$ 0.01	\$ 0.05
5	EA	PLM Point Count with Gravimetric (5-Day)	\$ 0.01	\$ 0.05
5	EA	PLM NOB (24-Hour)	\$ 0.01	\$ 0.05
5	EA	PLM NOB (72-Hour)	\$ 0.01	\$ 0.05
5	EA	PLM NOB (5-Day)	\$ 0.01	\$ 0.05
5	EA	ASTM D-3755 Microvac Dust (24-Hour)	\$ 0.01	\$ 0.05
5	EA	ASTM D-3755 Microvac Dust (72-Hour)	\$ 0.01	\$ 0.05
5	EA	ASTM D-3755 Microvac Dust (5-Day)	\$ 0.01	\$ 0.05
5	EA	ASTM Soil Method PLM Quantitative (24-Hour)	\$ 0.01	\$ 0.05
5	EA	ASTM Soil Method PLM Quantitative (72-Hour)	\$ 0.01	\$ 0.05
5	EA	ASTM Soil Method PLM Quantitative (5-Day)	\$ 0.01	\$ 0.05
5	EA	TEM Bulk Quantitative (24-Hour)	\$ 0.01	\$ 0.05
5	EA	TEM Bulk Quantitative (72-Hour)	\$ 0.01	\$ 0.05
5	EA	TEM Bulk Quantitative (5-Day)	\$ 0.01	\$ 0.05
5	EA	TEM Drinking Water, EPA 100.1 or 100.2 (24-Hour)	\$ 0.01	\$ 0.05
5	EA	TEM Drinking Water, EPA 100.1 or 100.2 (72-Hour)	\$ 0.01	\$ 0.05
5	EA	TEM Drinking Water EPA 100.1 or 100.2 (5-Day)	\$ 0.01	\$ 0.05
5	EA	PLM Carb Method 435, 0.1% Level (24-Hour)	\$ 0.01	\$ 0.05
5	EA	PLM Carb Method 435, 0.1% Level (72-Hour)	\$ 0.01	\$ 0.05
5	EA	PLM Carb Method 435, 0.1% Level (5-Day)	\$ 0.01	\$ 0.05
5	EA	EPA Region 1 Soil Protocol, Quantitative (10-Day)	\$ 0.01	\$ 0.05
50	EA	AA Lead Dust, Chip or Soil (24-Hour)	\$ 0.01	\$ 0.50
50	EA	AA Lead Dust, Chip or Soil (72-Hour)	\$ 0.01	\$ 0.50
50	EA	AA Lead Dust, Chip or Soil (5-Day)	\$ 0.01	\$ 0.50
10	EA	TLC/P Waste for Lead (72-Hour)	\$ 0.01	\$ 0.10
200	EA	Lead paint tests in-situ w/portable x-ray fluorescence (XRF) unit or paint chips.	\$ 0.01	\$ 2.00
5	EA	Air, dust samples and/or chip samples (2 day turnaround)	\$ 0.01	\$ 0.05
5	EA	Air, dust samples and/or chip samples (Next Day)	\$ 0.01	\$ 0.05
250	EA	Air-O-Cell Fungal Spore Analysis (7-10 day)	\$ 15.00	\$ 3,750.00
100	EA	Air-O-Cell Fungal Spore Analysis (48 hour)	\$ 15.00	\$ 1,500.00
50	EA	Air-O-Cell Fungal Spore Analysis (24 hour)	\$ 6.00	\$ 300.00
5	EA	Direct read determinations of surface swab or tape lift For fungal spores and hyphae fragments (7-10 day)	\$ 0.01	\$ 0.05
5	EA	Direct read determinations of surface swab or tape lift For fungal spores and hyphae fragments (<48 HRS)	\$ 0.01	\$ 0.05
5	EA	Viable Fungi Analysis Single Plate (10-14 day)	\$ 0.01	\$ 0.05
5	EA	Viable Bacteria Analysis Single Plate (10-14 day)	\$ 0.01	\$ 0.05
5	EA	Formaldehyde in Air Analysis (7-10 day)	\$ 0.01	\$ 0.05
5	EA	Formaldehyde in Air Analysis (48 hour)	\$ 0.01	\$ 0.05
5	EA	VOC Screen GCMS EPA TO-15 Method (10-14 day)	\$ 0.01	\$ 0.05
5	EA	VOC Screen GCMS EPA TO-15 Method (48 Hr)	\$ 0.01	\$ 0.05
5	EA	Optical Particle Identification including physical testing with Polarized Light Microscopy - Vacuum or Wipe	\$ 0.01	\$ 0.05
5	EA	Dust Characterization Bulk Dust (animal hair, fibrous glass, fungal matter, dust mites, pollen, skin flakes, wood chips, quartz, arthropod fragments, feathers, cellulose fibers, plant matter)	\$ 0.01	\$ 0.05
5	EA	Allergen Screen Bulk Dust: (dust mite (der p 1, der f 1), Cat (fel d 1), Dog (can f 1, can f 2), cockroach (bla g 1))	\$ 0.01	\$ 0.05
5	EA	Mouse/ Rat Allergen Bulk Dust	\$ 0.01	\$ 0.05
<b>Sub Total Part #2</b>			<b>\$</b>	<b>10,632.76</b>

Sub Total Part #1	\$ 162,360.29
Sub Total Part #2	\$ 10,632.76
<b>Grand Total</b>	<b>\$ 173,013.05</b>



This is to certify that  
**Keith D. Allard**

MA-DLS Asbestos Inspector License# A1900546

*has completed requisite training by Video Conference, and has passed an examination for  
reaccreditation as:*

**Asbestos Inspector Refresher**

pursuant to Title II of the Toxic Substance Control Act, 15 U.S.C. 2646

Course Location

Zoom Video Conference

Institute for Environmental Education 16 Upton Drive Wilmington, MA 01887

January 20, 2023

Course Dates

23-4798-106-258428

Certificate Number

January 20, 2023

Examination Date

January 20, 2024

Expiration Date

Training Director

16 Upton Drive, Wilmington, MA 01887

Telephone 978.658.5272

www.ieetrains.com

**INSTITUTE FOR ENVIRONMENTAL EDUCATION**

STATE of NEW HAMPSHIRE  
Department of Environmental Services  
Asbestos Management & Control Program



**ASBESTOS INSPECTOR**

A1100288

KEITH D. ALLARD

EFF. Date: 7/20/2022 :: EXP. Date: 7/19/2023

Air Resources Division Director  
Craig A. Wright





This is to certify that  
**Ryan D. Rouillard**

MA-DLS Asbestos Inspector License# A1061903

has completed requisite training by Video Conference, and has passed an examination for  
reaccreditation as:

**Asbestos Inspector Refresher**

pursuant to Title II of the Toxic Substance Control Act, 15 U.S.C. 2646

Course Location

Zoom Video Conference

Institute for Environmental Education, 16 Upton Drive, Wilmington, MA 01887

**November 15, 2022**

Course Dates

**22-4312-106-226296**

Certificate Number

**November 15, 2022**

Examination Date

**November 15, 2023**

Expiration Date

Training Director

16 Upton Drive, Wilmington, MA 01887

Telephone 978.658.5272

www.ieetrains.com

**INSTITUTE FOR ENVIRONMENTAL EDUCATION**

**JEFF HARRIS**

successfully completed the course and examination for

**Asbestos Inspector Refresher**

In Compliance with Requirements of Rhode Island DOH 216-RICR-50-15-1 and  
TSCA Title II MAP which meets the requirements of USEPA-AHERA 40 CFR 763

conducted by



Daniel J. Simes / Training Provider / General Manager  
ECM Training, 154 Ameral Street, Riverside RI 02915  
T: 401-438-1360 [www.ecmins.com](http://www.ecmins.com)

ECMT220738  
Certificate Number

08/01/2023  
Expiration Date

PASS  
GRADE

08/01/2022  
End of course

**DAVID LASHUS**

successfully completed the course and examination for

**Asbestos Inspector Refresher**

In Compliance with Requirements of Rhode Island DOH 216-RICR-50-15-1 and  
TSCA Title II MAP which meets the requirements of USEPA AHERA 40 CFR 763

conducted by



Daniel J. Simas, Training Provider / General Manager  
ECM Training, 181 Amersl Street, Riverside RI 02915  
T: 401-438-1300 · [www.ecmusa.com](http://www.ecmusa.com)

ECMT220755  
Certificate Number

09/16/2023  
Expiration Date

PASS  
GRADE

09/16/2022  
End of course

**MARK JACOBS**

successfully completed the course and examination for

**Asbestos Inspector Refresher**

In Compliance with Requirements of Rhode Island DOH 216-RICR-50-15-1 and  
TSCA Title II MAP which meets the requirements of USEPA AHERA 40 CFR 763

conducted by



  
Daniel J. Simas, Training Provider / General Manager  
ECM Training, 18 General Street, Riverside RI 02915  
T: 401-438-1360 [www.ecmno.com](http://www.ecmno.com)

ECMT220787  
Certificate Number

11/16/2023  
Expiration Date

PASS  
GRADE

11/16/2022  
End of course



This is to certify that  
**Jacob A. Wormald**

has completed requisite training by Video Conference, and has passed an examination for  
reaccreditation as:

**Asbestos Inspector Refresher**

pursuant to Title II of the Toxic Substance Control Act, 15 U.S.C. 2646

Course Location

Zoom Video Conference

Institute for Environmental Education 16 Upton Drive Wilmington, MA 01887

October 6, 2022

Course Dates

22-4308-106-273673

Certificate Number

October 06, 2022

Examination Date

October 06, 2023

Expiration Date

Training Director

16 Upton Drive, Wilmington, MA 01887

Telephone 978.658.5272

www.ieetrains.com

**INSTITUTE FOR ENVIRONMENTAL EDUCATION**



# ATLAS

## CERTIFICATE OF ACHIEVEMENT

*This certifies that*

**Peter Kachmarsky**

*has successfully completed the*

**24 Hour Asbestos Site Inspector Initial Training  
Asbestos Accreditation Under TSCA Title II  
40 CFR Part 763**



*conducted by:*

**ATC Group Services LLC dba ATLAS Technical  
73 William Franks Drive  
West Springfield, MA 01089  
(413) 781-0070**

A handwritten signature in black ink, appearing to read "Thomas Dion".

Principal Instructor: Thomas Dion

December 19-21, 2022  
Date of Course

December 21, 2023  
Expiration Date

A handwritten signature in black ink, appearing to read "Gregory J. Morsch".

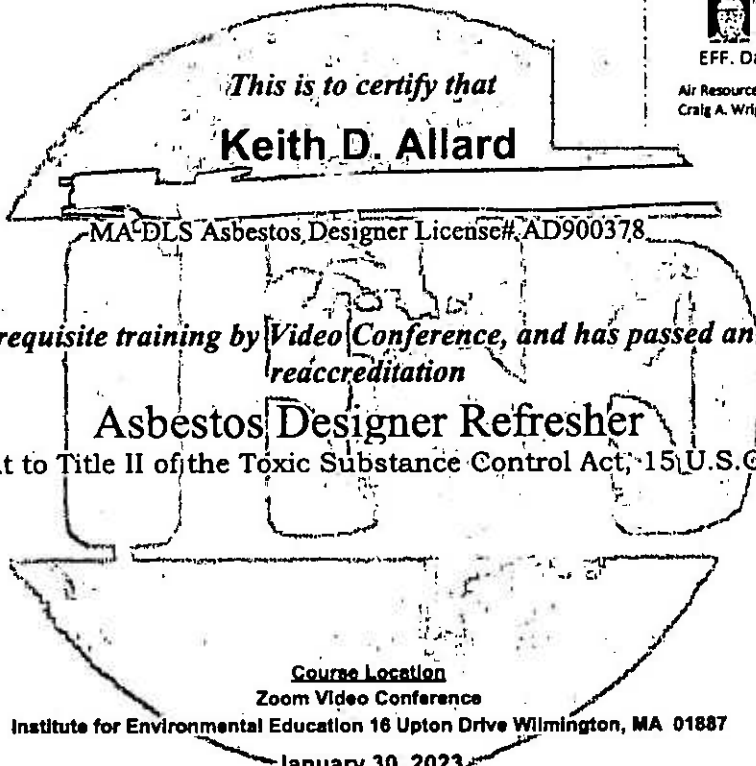
Regional Training Director: Gregory Morsch

SI-2094  
Certificate Number

December 21, 2022  
Examination Date



STATE of NEW HAMPSHIRE  
 Department of Environmental Services  
 Asbestos Management & Control Program  
**ASBESTOS PROJECT DESIGNER**  
 AD100288 R  
 KEITH D. ALLARD DOB: 12/6/1974  
 EFF. Date: 7/20/2022 EXP. Date: 7/19/2023  
 Air Resources Division Director  
 Craig A. Wright *Craig A. Wright*



*This is to certify that*  
**Keith D. Allard**

MA DLS Asbestos Designer License# AD900378

*has completed the requisite training by Video Conference, and has passed an examination for  
 reaccreditation*

**Asbestos Designer Refresher**

pursuant to Title II of the Toxic Substance Control Act, 15 U.S.C. 2646



**January 30, 2023**  
 Course Dates  
**23-4865-128-258428**  
 Certificate Number

**January 30, 2023**  
 Examination Date  
**January 30, 2024**  
 Expiration Date

*Jonathan Ellis*  
 Training Director

16 Upton Drive, Wilmington, MA 01887 Telephone 978.658.5272 www.ienctrains.com

**INSTITUTE FOR ENVIRONMENTAL EDUCATION**



This is to certify that  
**Ryan D. Rouillard**

MA-DLS Asbestos Designer License# AD062001

has completed the requisite training by *Video Conference*, and has passed an examination for  
*reaccreditation*

**Asbestos Designer Refresher**

pursuant to Title II of the Toxic Substance Control Act, 15 U.S.C. 2646

**Course Location**

Zoom Video Conference

Institute for Environmental Education 16 Upton Drive Wilmington, MA 01887

**November 29, 2022**

Course Dates

**22-4543-128-226296**

Certificate Number

**November 29, 2022**

Examination Date

**November 29, 2023**

Expiration Date

Training Director

16 Upton Drive, Wilmington, MA 01887

Telephone 978.658.5272

www.ieetrans.com

**INSTITUTE FOR ENVIRONMENTAL EDUCATION**



This is to certify that  
**Keith D. Allard**

has completed the requisite training by Video Conference, and has passed an examination for  
reaccreditation

**Asbestos Project Monitor Refresher**

pursuant to Title II of the Toxic Substance Control Act, 15 U.S.C. 2646

Course Location:

Zoom Video Conference

Institute for Environmental Education 16 Upton Drive Wilmington, MA 01887

January 18, 2023

Course Dates

23-4914-174-258428

Certificate Number

January 18, 2023

Examination Date

January 18, 2024

Expiration Date

Training Director

16 Upton Drive, Wilmington, MA 01887

Telephone 978.658.5272

www.iseetains.com

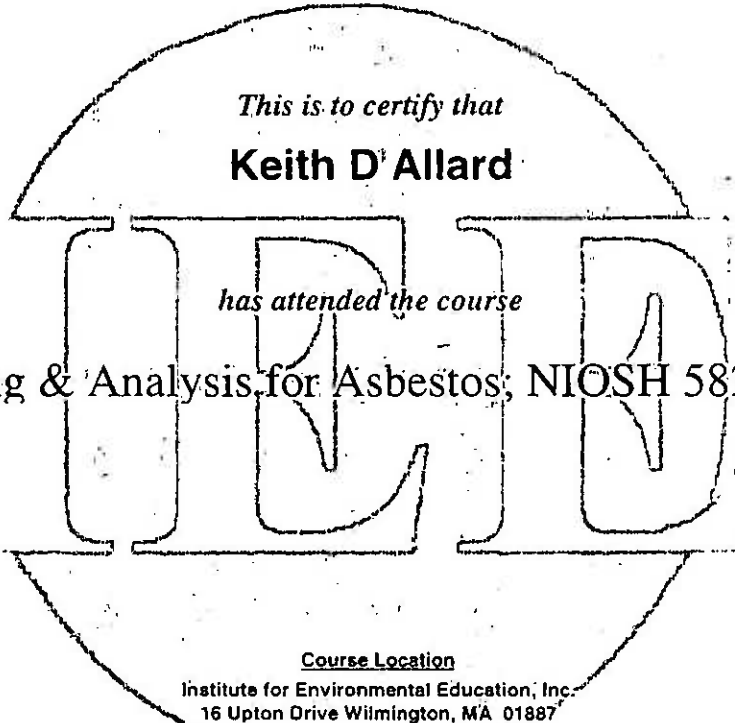
**INSTITUTE FOR ENVIRONMENTAL EDUCATION**



This is to certify that  
**Keith D'Allard**

has attended the course

**Air Sampling & Analysis for Asbestos; NIOSH 582 Equivalent**



Course Location

Institute for Environmental Education, Inc.  
16 Upton Drive Wilmington, MA 01887

June 10-14, 2013

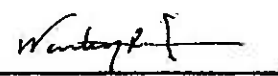
Course Dates

13-8014-133-258428

Certificate Number

June 14, 2013

Examination Date

  
Training Director

16 Upton Drive, Wilmington, MA 01887

Telephone 978.658.5272

www.ieetraining.com

**INSTITUTE FOR ENVIRONMENTAL EDUCATION**



*This is to certify that*  
**Ryan D. Rouillard**

MA-DLS Asbestos Project Monitor License# AM061903

*has completed the requisite training by Video Conference, and has passed an examination for  
reaccreditation*

**Asbestos Project Monitor Refresher**  
pursuant to Title II of the Toxic Substance Control Act, 15 U.S.C. 2646

Course Location  
Zoom Video Conference

Institute for Environmental Education 16 Upton Drive Wilmington, MA 01887

November 16, 2022

Course Dates

22-4418-174-226296

Certificate Number

November 16, 2022

Examination Date

November 16, 2023

Expiration Date

Training Director

16 Upton Drive, Wilmington, MA 01887

Telephone 978.658.5272

www.ieetrain.com

**INSTITUTE FOR ENVIRONMENTAL EDUCATION**



*This is to certify that*  
**David R. Lashus Jr.**

MA-D&S Asbestos Project Monitor License# AM900555

*has completed the requisite training by Video Conference, and has passed an examination for  
 reaccreditation*

**Asbestos Project Monitor Refresher**

pursuant to Title II of the Toxic Substance Control Act, 15 U.S.C. 2646

Course Location

Zoom Video Conference

Institute for Environmental Education 16 Upton Drive Wilmington, MA 01887

May 19, 2022

Course Dates

22-4409-174-400469

Certificate Number

May 19, 2022

Examination Date

May 19, 2023

Expiration Date

Training Director

16 Upton Drive, Wilmington, MA 01887

Telephone 978.658.5272

www.ieetraining.com

**INSTITUTE FOR ENVIRONMENTAL EDUCATION**



*This is to certify that*  
**David R. Lashus Jr.**

*has attended the course*

**Air Sampling & Analysis for Asbestos; NIOSH 582 Equivalent**

**Course Location**

Institute for Environmental Education, Inc.  
16 Upton Drive Wilmington, MA 01887

**March 21-25, 2016**

Course Dates

**16-0004-133-400469**

Certificate Number

**March 25, 2016**

Examination Date

Training Director

16 Upton Drive, Wilmington, MA 01887

Telephone 978.658.5272

www.ietrains.com

**INSTITUTE FOR ENVIRONMENTAL EDUCATION**

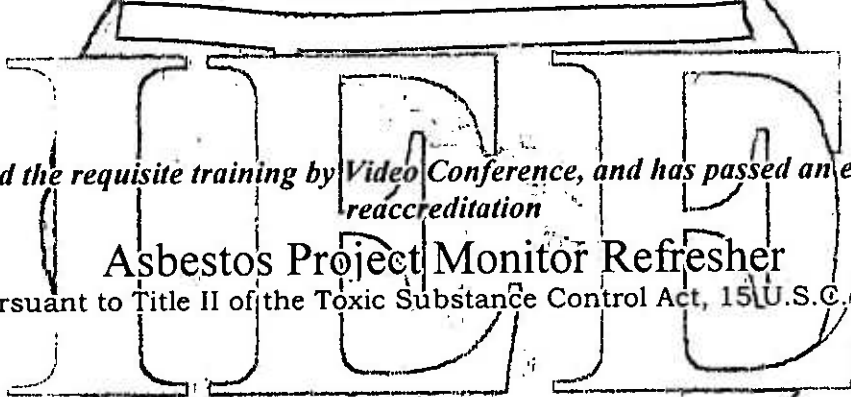




This is to certify that  
**Mark J. Jacobs**

has completed the requisite training by *Video Conference*, and has passed an examination for  
*reaccreditation*

**Asbestos Project Monitor Refresher**  
pursuant to Title II of the Toxic Substance Control Act, 15 U.S.C. 2646



Course Location

Zoom Video Conference

Institute for Environmental Education 16 Upton Drive Wilmington, MA 01887

June 20, 2022

Course Dates

22-4411-174-261380

Certificate Number

June 20, 2022

Examination Date

June 20, 2023

Expiration Date

Training Director

16 Upton Drive, Wilmington, MA 01887

Telephone 978.658.5272

www.ieetrains.com

**INSTITUTE FOR ENVIRONMENTAL EDUCATION**



*This is to certify that*  
**Peter Kachmarsky**

*has completed the requisite training, and has passed an examination for accreditation*

**Asbestos Project Monitor**

pursuant to Title II of the Toxic Substance Control Act, 15 U.S.C. 2646

Course Location  
Institute for Environmental Education  
16 Upton Drive, Wilmington, MA 01887

June 6-10, 2022  
Course Dates  
22-4278-173-276198  
Certificate Number

June 10, 2022  
Examination Date  
June 10, 2023  
Expiration Date

Training Director

16 Upton Drive, Wilmington, MA 01887 Telephone 978.658.5272 www.ieetrains.com

**INSTITUTE FOR ENVIRONMENTAL EDUCATION**



This is to certify that  
**Peter Kachmarsky**



has attended the course

**Air Sampling & Analysis for Asbestos, NIOSH 582 Equivalent**

Course Location  
Institute for Environmental Education  
16 Upton Drive Wilmington, MA 01887

July 01, 2022  
Examination Date

June 27-July 1, 2022  
Course Dates  
22-4573-133-276198  
Certificate Number

*Jonathan Ellis*  
Training Director

16 Upton Drive, Wilmington, MA 01887

Telephone 978.658.5272

www.ieetrains.com

**INSTITUTE FOR ENVIRONMENTAL EDUCATION**



IHPAT Round 224  
Proficiency Testing Performance for Participant ID: PAT-215922  
LBP Solutions, LLC  
231 Main St Ste 201  
Brockton, MA 02301-4342

This report contains your organization's IHPAT Proficiency Analytical Testing results for IHPAT Round 224. It is the participant's responsibility to thoroughly review the information in this final report and to immediately contact the AIHA Proficiency Analytical Testing Programs, in writing, if any errors are found.

**IHPAT Results**

The final report is comprised of two sections relating to IHPAT Round 224. The first section contains your organization's results listed per analyte, per sample. The second section contains your current performance and performance from the two previous rounds, respectively (where applicable). Summary results for all participants for IHPAT Round 224 are located in a separate report.

**Testing Results for IHPAT Round 224**

This part of the report contains your organization's results listed per analyte, per sample.

Contaminant	Unit	#	Result	Ref. Value	Lower Limit	Upper Limit	z-Score	Rating
Asbestos (ASB)	f/mm <sup>2</sup>	1	250	204	109	329	1.2	A
	f/mm <sup>2</sup>	2	405	313	197	455	2.1	A
	f/mm <sup>2</sup>	3	90	103	57	162	-0.7	A
	f/mm <sup>2</sup>	4	78	85	51	129	-0.5	A

**Statistical Analysis Interpretation Note:**

Reference value is the mean of the reference group.

Lower limit = reference value - 3 standard deviations; Upper limit = reference value + 3 standard deviations

z-Score = (reported result - reference value)/standard deviation. Note: z-Scores indicate how far a particular score is away from the mean. A - Acceptable\* Analysis; U - Unacceptable Analysis

Fiber data are positively skewed therefore transformations are used to obtain approximately normal distributions. Both the assigned values and acceptance limits are based on consensus of the reference group.

\*The acceptability of reported results is based on upper and lower acceptance limits. A reported result may appear acceptable/unacceptable according to z-Score, but be identified as an outlier based upon the acceptance limits. Any non-participation or non-reporting of PAT data will result in unacceptable results (see PAT Programs Participation Policies, Section 2.1.6.2.).

Measurement uncertainty of any assigned value is also available on the respective certificate of analysis for the round.

Technical Comment: None

**Overall Performance Summary Concluding with IHPAT Round 224**

The following table contains your organization's current and two previous test rounds performance respectively (where applicable). For more information in regard to the determination of proficiency, please visit: [www.aihapat.org](http://www.aihapat.org).

Analyte Class	Round	Round Score	Round Performance	Proficiency Status - Three Round Score
Asbestos	222	4/4	PASS	
	223	4/4	PASS	
	224	4/4	PASS	PROFICIENT

**Interpretation Notes:**

The denominators represent the total number of samples analyzed. The numerators represent the number of acceptable results.

Pass: Round Score greater than or equal to 75%

Fail: Round Score less than 75%

P - Proficient; NP - Non-proficient; I - Indeterminate (not enough rounds to determine proficiency)

A participant is rated proficient for the applicable IHPAT analyte group if the participant has a passing score for the applicable IHPAT analyte group in two (2) of the last three (3) consecutive PT rounds. A participant is rated non-proficient for the applicable PT analyte group if the participant has failing scores for the associated PT analyte group in two (2) of the last three (3) consecutive PT rounds.

Additional information on the following items are available in the IHPAT Scheme Plan:

Procedures used to statistically analyze the data, establish the assigned value and standard deviation for proficiency assessment, or other criteria for evaluation; details of the metrological traceability and measurement uncertainty of the assigned value; information about design and implementation of PT scheme. The Industrial Hygiene Scheme Plan is available in the PAT Portal. Measurement uncertainty of any assigned value is also available on the respective certificate of analysis for the round.

Participants shall not describe their proficiency status in a manner that implies accreditation, certification or variations thereof. PAT results pertain only to the participant organization at the location listed on this results report. AIHA PAT Programs makes every effort to ensure that individual participant results are kept confidential and are not made public. Round results are only released to the participant and those entities requiring this information for accreditation, regulatory and contract purposes. New participants are made aware of the arrangement in advance of participation and consent is sought prior to the release of records for participants. PAT reports may not be reproduced or distributed unless copied in its entirety.

IHPAT samples are generated, verified, packaged, and shipped by RTI International under contract with AIHA Proficiency Analytical Testing Programs. Unless otherwise noted, sample homogeneity and stability criteria were satisfied for all samples.

Authorized by:  
David Clawson  
Technical and Quality Manager  
AIHA PAT Programs  
dclawson@aiha.org



IHPAT Round 225  
Proficiency Testing Performance for Participant ID: PAT-215922  
LBP Solutions, LLC  
231 Main St Ste 201  
Brockton, MA 02301-4342

This report contains your organization's IHPAT Proficiency Analytical Testing results for IHPAT Round 225. It is the participant's responsibility to thoroughly review the information in this final report and to immediately contact the AIHA Proficiency Analytical Testing Programs, in writing, if any errors are found.

**IHPAT Results**

The final report is comprised of two sections relating to IHPAT Round 225. The first section contains your organization's results listed per analyte, per sample. The second section contains your current performance and performance from the two previous rounds, respectively (where applicable). Summary results for all participants for IHPAT Round 225 are located in a separate report.

**Testing Results for IHPAT Round 225**

This part of the report contains your organization's results listed per analyte, per sample.

Contaminant	Unit	#	Result	Ref. Value	Lower Limit	Upper Limit	z-Score	Rating
Asbestos (ASB)	f/mm <sup>3</sup>	1	126	123	65	199	0.1	A
	f/mm <sup>3</sup>	2	356	291	187	416	1.7	A
	f/mm <sup>3</sup>	3	115	134	66	227	-0.7	A
	f/mm <sup>3</sup>	4	143	125	69	198	0.8	A

**Statistical Analysis Interpretation Note:**

Reference value is the mean of the reference group.

Lower limit = reference value - 3 standard deviations; Upper limit = reference value + 3 standard deviations

z-Score = (reported result - reference value)/standard deviation. Note: z-Scores indicate how far a particular score is away from the mean. A - Acceptable\* Analysis; U - Unacceptable Analysis

Fiber data are positively skewed therefore transformations are used to obtain approximately normal distributions. Both the assigned values and acceptance limits are based on consensus of the reference group.

\*The acceptability of reported results is based on upper and lower acceptance limits. A reported result may appear acceptable/unacceptable according to z-Score, but be identified as an outlier based upon the acceptance limits. Any non-participation or non-reporting of PAT data will result in unacceptable results (see PAT Programs Participation Policies, Section 2.1.6.2.).

Measurement uncertainty of any assigned value is also available on the respective certificate of analysis for the round.

Technical Comment: None

**Overall Performance Summary Concluding with IHPAT Round 225**

The following table contains your organization's current and two previous test rounds performance respectively (where applicable). For more information in regard to the determination of proficiency, please visit: [www.aihanet.org](http://www.aihanet.org).

Analyte Class	Round	Round Score	Round Performance	Proficiency Status - Three Round Score
Asbestos	223	4/4	PASS	
	224	4/4	PASS	
	225	4/4	PASS	PROFICIENT

**Interpretation Notes:**

The denominators represent the total number of samples analyzed. The numerators represent the number of acceptable results.

Pass: Round Score greater than or equal to 75%

Fail: Round Score less than 75%

P - Proficient; NP - Non-proficient; I - Indeterminate (not enough rounds to determine proficiency)

A participant is rated proficient for the applicable IHPAT analyte group if the participant has a passing score for the applicable IHPAT analyte group in two (2) of the last three (3) consecutive PT rounds. A participant is rated non-proficient for the applicable PT analyte group if the participant has failing scores for the associated PT analyte group in two (2) of the last three (3) consecutive PT rounds.

Additional information on the following items are available in the IHPAT Scheme Plan:

Procedures used to statistically analyze the data, establish the assigned value and standard deviation for proficiency assessment, or other criteria for evaluation; details of the metrological traceability and measurement uncertainty of the assigned value; information about design and implementation of PT scheme. The Industrial Hygiene Scheme Plan is available in the PAT Portal. Measurement uncertainty of any assigned value is also available on the respective certificate of analysis for the round.

Participants shall not describe their proficiency status in a manner that implies accreditation, certification or variations thereof. PAT results pertain only to the participant organization at the location listed on this results report. AIHA PAT Programs makes every effort to ensure that individual participant results are kept confidential and are not made public. Round results are only released to the participant and those entities requiring this information for accreditation, regulatory and contract purposes. New participants are made aware of the arrangement in advance of participation and consent is sought prior to the release of records for participants. PAT reports may not be reproduced or distributed unless copied in its entirety.

IHPAT samples are generated, verified, packaged, and shipped by RTI International under contract with AIHA Proficiency Analytical Testing Programs. Unless otherwise noted, sample homogeneity and stability criteria were satisfied for all samples.

Authorized by:  
David Clawson  
Technical and Quality Manager  
AIHA PAT Programs  
dclawson@aiha.org



AIHA  
Proficiency Analytical  
Testing Programs

3141 Fairview Park Drive, Suite 777, Falls Church, VA 22042 USA  
main 1+ 703-846-0757 fax 1+ 703-207-8558  
email [info.pat@aiha.org](mailto:info.pat@aiha.org) web <http://www.aihapat.org>

IHPAT Round 226  
Proficiency Testing Performance for Participant ID: PAT-215922  
LBP Solutions, LLC  
231 Main St Ste 201  
Brockton, MA 02301-4342

Page 1 of 2  
Report Issue Date: 08/15/2021

This report contains your organization's IHPAT Proficiency Analytical Testing results for IHPAT Round 226. It is the participant's responsibility to thoroughly review the information in this final report and to immediately contact the AIHA Proficiency Analytical Testing Programs, in writing, if any errors are found.

**IHPAT Results**

The final report is comprised of two sections relating to IHPAT Round 226. The first section contains your organization's results listed per analyte, per sample. The second section contains your current performance and performance from the two previous rounds, respectively (where applicable). Summary results for all participants for IHPAT Round 226 are located in a separate report.

**Testing Results for IHPAT Round 226**

This part of the report contains your organization's results listed per analyte, per sample.

Contaminant	Unit	#	Result	Ref. Value	Lower Limit	Upper Limit	z-Score	Rating
Asbestos (ASB)	f/mm <sup>2</sup>	1	264	242	138	376	0.6	A
	f/mm <sup>2</sup>	2	175	156	79	258	0.6	A
	f/mm <sup>2</sup>	3	391	348	181	568	0.7	A
	f/mm <sup>2</sup>	4	119	92	50	148	1.7	A

**Statistical Analysis Interpretation Note:**

Reference value is the mean of the reference group.

Lower limit = reference value - 3 standard deviations; Upper limit = reference value + 3 standard deviations

z-Score = (reported result - reference value)/standard deviation. Note: z-Scores indicate how far a particular score is away from the mean. A - Acceptable\* Analysis; U - Unacceptable Analysis

Fiber data are positively skewed therefore transformations are used to obtain approximately normal distributions. Both the assigned values and acceptance limits are based on consensus of the reference group.

\*The acceptability of reported results is based on upper and lower acceptance limits. A reported result may appear acceptable/unacceptable according to z-Score, but be identified as an outlier based upon the acceptance limits. Any non-participation or non-reporting of PAT data will result in unacceptable results (see PAT Programs Participation Policies, Section 2.1.6.2.).

Measurement uncertainty of any assigned value is also available on the respective certificate of analysis for the round.

Technical Comment: None



**Overall Performance Summary Concluding with IHPAT Round 226**

The following table contains your organization's current and two previous test rounds performance respectively (where applicable). For more information in regard to the determination of proficiency, please visit: [www.aihapat.org](http://www.aihapat.org).

Analyte Class	Round	Round Score	Round Performance	Proficiency Status - Three Round Score
Asbestos	224	4/4	PASS	
	225	4/4	PASS	
	226	4/4	PASS	PROFICIENT

**Interpretation Notes:**

The denominators represent the total number of samples analyzed. The numerators represent the number of acceptable results.

Pass: Round Score greater than or equal to 75%

Fail: Round Score less than 75%

P - Proficient; NP - Non-proficient; I - Indeterminate (not enough rounds to determine proficiency)

A participant is rated proficient for the applicable IHPAT analyte group if the participant has a passing score for the applicable IHPAT analyte group in two (2) of the last three (3) consecutive PT rounds. A participant is rated non-proficient for the applicable PT analyte group if the participant has failing scores for the associated PT analyte group in two (2) of the last three (3) consecutive PT rounds.

Additional information on the following items are available in the IHPAT Scheme Plan:

Procedures used to statistically analyze the data, establish the assigned value and standard deviation for proficiency assessment, or other criteria for evaluation; details of the metrological traceability and measurement uncertainty of the assigned value; information about design and implementation of PT scheme. The Industrial Hygiene Scheme Plan is available in the PAT Portal. Measurement uncertainty of any assigned value is also available on the respective certificate of analysis for the round.

Participants shall not describe their proficiency status in a manner that implies accreditation, certification or variations thereof. PAT results pertain only to the participant organization at the location listed on this results report. AIHA PAT Programs makes every effort to ensure that individual participant results are kept confidential and are not made public. Round results are only released to the participant and those entities requiring this information for accreditation, regulatory and contract purposes. New participants are made aware of the arrangement in advance of participation and consent is sought prior to the release of records for participants. PAT reports may not be reproduced or distributed unless copied in its entirety.

IHPAT samples are generated, verified, packaged, and shipped by RTI International under contract with AIHA Proficiency Analytical Testing Programs. Unless otherwise noted, sample homogeneity and stability criteria were satisfied for all samples.

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AIHA PAT Programs  
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AIHA  
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IHPAT Round 227  
Proficiency Testing Performance for Participant ID: PAT-215922  
LBP Solutions, LLC  
231 Main St Ste 201  
Brockton, MA 02301-4342

Page 1 of 2  
Report Issue Date: 11/15/2021

This report contains your organization's IHPAT Proficiency Analytical Testing results for IHPAT Round 227. It is the participant's responsibility to thoroughly review the information in this final report and to immediately contact the AIHA Proficiency Analytical Testing Programs, in writing, if any errors are found.

**IHPAT Results**

The final report is comprised of two sections relating to IHPAT Round 227. The first section contains your organization's results listed per analyte, per sample. The second section contains your current performance and performance from the two previous rounds, respectively (where applicable). Summary results for all participants for IHPAT Round 227 are located in a separate report.

**Testing Results for IHPAT Round 227**

This part of the report contains your organization's results listed per analyte, per sample.

Contaminant	Unit	#	Result	Ref. Value	Lower Limit	Upper Limit	z-Score	Rating
Asbestos (ASB)	f/mm <sup>2</sup>	1	230	217	109	361	0.3	A
	f/mm <sup>2</sup>	2	360	354	209	538	0.1	A
	f/mm <sup>2</sup>	3	338	195	95	329	3.7	U
	f/mm <sup>2</sup>	4	121	104	55	170	0.9	A

**Statistical Analysis Interpretation Note:**

Reference value is the mean of the reference group.

Lower limit = reference value - 3 standard deviations; Upper limit = reference value + 3 standard deviations

z-Score = (reported result - reference value)/standard deviation. Note: z-Scores indicate how far a particular score is away from the mean. A - Acceptable\* Analysis; U - Unacceptable Analysis

Fiber data are positively skewed therefore transformations are used to obtain approximately normal distributions. Both the assigned values and acceptance limits are based on consensus of the reference group.

\*The acceptability of reported results is based on upper and lower acceptance limits. A reported result may appear acceptable/unacceptable according to z-Score, but be identified as an outlier based upon the acceptance limits. Any non-participation or non-reporting of PAT data will result in unacceptable results (see PAT Programs Participation Policies, Section 2.1.6.2.).

Measurement uncertainty of any assigned value is also available on the respective certificate of analysis for the round.

Technical Comment: None

**Overall Performance Summary Concluding with IHPAT Round 227**

The following table contains your organization's current and two previous test rounds performance respectively (where applicable). For more information in regard to the determination of proficiency, please visit: [www.aihapat.org](http://www.aihapat.org).

Analyte Class	Round	Round Score	Round Performance	Proficiency Status - Three Round Score
Asbestos	225	4/4	PASS	
	226	4/4	PASS	
	227	3/4	PASS	PROFICIENT

**Interpretation Notes:**

The denominators represent the total number of samples analyzed. The numerators represent the number of acceptable results.

Pass: Round Score greater than or equal to 75%

Fail: Round Score less than 75%

P - Proficient; NP - Non-proficient; I - Indeterminate (not enough rounds to determine proficiency)

A participant is rated proficient for the applicable IHPAT analyte group if the participant has a passing score for the applicable IHPAT analyte group in two (2) of the last three (3) consecutive PT rounds. A participant is rated non-proficient for the applicable PT analyte group if the participant has failing scores for the associated PT analyte group in two (2) of the last three (3) consecutive PT rounds.

**Additional information on the following items are available in the IHPAT Scheme Plan:**

Procedures used to statistically analyze the data, establish the assigned value and standard deviation for proficiency assessment, or other criteria for evaluation; details of the metrological traceability and measurement uncertainty of the assigned value; information about design and implementation of PT scheme. The Industrial Hygiene Scheme Plan is available in the PAT Portal. Measurement uncertainty of any assigned value is also available on the respective certificate of analysis for the round.

Participants shall not describe their proficiency status in a manner that implies accreditation, certification or variations thereof. PAT results pertain only to the participant organization at the location listed on this results report. AIHA PAT Programs makes every effort to ensure that individual participant results are kept confidential and are not made public. Round results are only released to the participant and those entities requiring this information for accreditation, regulatory and contract purposes. New participants are made aware of the arrangement in advance of participation and consent is sought prior to the release of records for participants. PAT reports may not be reproduced or distributed unless copied in its entirety.

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IHPAT Round 228  
Proficiency Testing Performance for Participant ID: PAT-215922

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Report Issue Date: 02/15/2022

LBP Solutions, LLC  
231 Main St Ste 201  
Brockton, MA 02301-4342

This report contains your organization's IHPAT Proficiency Analytical Testing results for IHPAT Round 228. It is the participant's responsibility to thoroughly review the information in this final report and to immediately contact the AIHA Proficiency Analytical Testing Programs, in writing, if any errors are found.

**IHPAT Results**

The final report is comprised of two sections relating to IHPAT Round 228. The first section contains your organization's results listed per analyte, per sample. The second section contains your current performance and performance from the two previous rounds, respectively (where applicable). Summary results for all participants for IHPAT Round 228 are located in a separate report.

**Testing Results for IHPAT Round 228**

This part of the report contains your organization's results listed per analyte, per sample.

Contaminant	Unit	#	Result	Ref. Value	Lower Limit	Upper Limit	z-Score	Rating
Asbestos (ASB)	f/mm <sup>3</sup>	1	152	341	208	506	-3.8	U
	f/mm <sup>3</sup>	2	138	129	68	211	0.4	A
	f/mm <sup>3</sup>	3	325	258	157	385	1.8	A
	f/mm <sup>3</sup>	4	113	101	54	164	0.7	A

**Statistical Analysis Interpretation Note:**

Reference value is the mean of the reference group.

Lower limit = reference value - 3 standard deviations; Upper limit = reference value + 3 standard deviations

z-Score = (reported result - reference value)/standard deviation. Note: z-Scores indicate how far a particular score is away from the mean. A - Acceptable\* Analysis; U - Unacceptable Analysis; E - Excused Absence

Fiber data are positively skewed therefore transformations are used to obtain approximately normal distributions. Both the assigned values and acceptance limits are based on consensus of the reference group.

\*The acceptability of reported results is based on upper and lower acceptance limits. A reported result may appear acceptable/unacceptable according to z-Score, but be identified as an outlier based upon the acceptance limits. Any non-participation or non-reporting of PAT data will result in unacceptable results (see PAT Programs Participation Policies, Section 2.1.6.2.).

Measurement uncertainty of any assigned value is also available on the respective certificate of analysis for the round.

Technical Comment: None

**Overall Performance Summary Concluding with IHPAT Round 228**

The following table contains your organization's current and two previous test rounds performance respectively (where applicable). For more information in regard to the determination of proficiency, please visit: [www.aihanet.org](http://www.aihanet.org).

Analyte Class	Round	Round Score	Round Performance	Proficiency Status - Three Round Score
Asbestos	226	4/4	PASS	
	227	3/4	PASS	
	228	3/4	PASS	PROFICIENT

**Interpretation Notes:**

The denominators represent the total number of samples analyzed. The numerators represent the number of acceptable results.

Pass: Round Score greater than or equal to 75%

Fail: Round Score less than 75%

P - Proficient; NP - Non-proficient; I - Indeterminate (not enough rounds to determine proficiency)

A participant is rated proficient for the applicable IHPAT analyte group if the participant has a passing score for the applicable IHPAT analyte group in two (2) of the last three (3) consecutive PT rounds. A participant is rated non-proficient for the applicable PT analyte group if the participant has failing scores for the associated PT analyte group in two (2) of the last three (3) consecutive PT rounds.

Additional information on the following items are available in the IHPAT Scheme Plan:

Procedures used to statistically analyze the data, establish the assigned value and standard deviation for proficiency assessment, or other criteria for evaluation; details of the metrological traceability and measurement uncertainty of the assigned value; information about design and implementation of PT scheme. The Industrial Hygiene Scheme Plan is available in the PAT Portal. Measurement uncertainty of any assigned value is also available on the respective certificate of analysis for the round.

Participants shall not describe their proficiency status in a manner that implies accreditation, certification or variations thereof. PAT results pertain only to the participant organization at the location listed on this results report. AIHA PAT Programs makes every effort to ensure that individual participant results are kept confidential and are not made public. Round results are only released to the participant and those entities requiring this information for accreditation, regulatory and contract purposes. New participants are made aware of the arrangement in advance of participation and consent is sought prior to the release of records for participants. PAT reports may not be reproduced or distributed unless copied in its entirety.

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IHPAT Round 229  
Proficiency Testing Performance for Participant ID: PAT-215922  
LBP Solutions, LLC  
231 Main St Ste 201  
Brockton, MA 02301-4342

This report contains your organization's IHPAT Proficiency Analytical Testing results for IHPAT Round 229. It is the participant's responsibility to thoroughly review the information in this final report and to immediately contact the AIHA Proficiency Analytical Testing Programs, in writing, if any errors are found.

**IHPAT Results**

The final report is comprised of two sections relating to IHPAT Round 229. The first section contains your organization's results listed per analyte, per sample. The second section contains your current performance and performance from the two previous rounds, respectively (where applicable). Summary results for all participants for IHPAT Round 229 are located in a separate report.

**Testing Results for IHPAT Round 229**

This part of the report contains your organization's results listed per analyte, per sample.

Contaminant	Unit	#	Result	Ref. Value	Lower Limit	Upper Limit	z-Score	Rating
Asbestos (ASB)	f/mm <sup>2</sup>	1		229	143	335		U
	f/mm <sup>2</sup>	2		364	220	545		U
	f/mm <sup>2</sup>	3		166	81	281		U
	f/mm <sup>2</sup>	4		111	62	173		U

**Statistical Analysis Interpretation Note:**

Reference value is the mean of the reference group.

Lower limit = reference value - 3 standard deviations; Upper limit = reference value + 3 standard deviations

z-Score = (reported result - reference value)/standard deviation. Note: z-Scores indicate how far a particular score is away from the mean. A - Acceptable\* Analysis; U - Unacceptable Analysis; E - Excused Absence

Fiber data are positively skewed therefore transformations are used to obtain approximately normal distributions. Both the assigned values and acceptance limits are based on consensus of the reference group.

\*The acceptability of reported results is based on upper and lower acceptance limits. A reported result may appear acceptable/unacceptable according to z-Score, but be identified as an outlier based upon the acceptance limits. Any non-participation or non-reporting of PAT data will result in unacceptable results (see PAT Programs Participation Policies, Section 2.1.6.2.).

Measurement uncertainty of any assigned value is also available on the respective certificate of analysis for the round.

Technical Comment: None

**Overall Performance Summary Concluding with IHPAT Round 229**

The following table contains your organization's current and two previous test rounds performance respectively (where applicable). For more information in regard to the determination of proficiency, please visit: [www.aihapat.org](http://www.aihapat.org).

Analyte Class	Round	Round Score	Round Performance	Proficiency Status - Three Round Score
Asbestos	227	3/4	PASS	
	228	3/4	PASS	
	229	0/4	FAIL	PROFICIENT

**Interpretation Notes:**

The denominators represent the total number of samples analyzed. The numerators represent the number of acceptable results.

Pass: Round Score greater than or equal to 75%

Fail: Round Score less than 75%

P - Proficient; NP - Non-proficient; I - Indeterminate (not enough rounds to determine proficiency)

A participant is rated proficient for the applicable IHPAT analyte group if the participant has a passing score for the applicable IHPAT analyte group in two (2) of the last three (3) consecutive PT rounds. A participant is rated non-proficient for the applicable PT analyte group if the participant has failing scores for the associated PT analyte group in two (2) of the last three (3) consecutive PT rounds.

Additional information on the following items are available in the IHPAT Scheme Plan:

Procedures used to statistically analyze the data, establish the assigned value and standard deviation for proficiency assessment, or other criteria for evaluation; details of the metrological traceability and measurement uncertainty of the assigned value; information about design and implementation of PT scheme. The Industrial Hygiene Scheme Plan is available in the PAT Portal. Measurement uncertainty of any assigned value is also available on the respective certificate of analysis for the round.

Participants shall not describe their proficiency status in a manner that implies accreditation, certification or variations thereof. PAT results pertain only to the participant organization at the location listed on this results report. AIHA PAT Programs makes every effort to ensure that individual participant results are kept confidential and are not made public. Round results are only released to the participant and those entities requiring this information for accreditation, regulatory and contract purposes. New participants are made aware of the arrangement in advance of participation and consent is sought prior to the release of records for participants. PAT reports may not be reproduced or distributed unless copied in its entirety.

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IHPAT Round 230  
Proficiency Testing Performance for Participant ID: PAT-215922  
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Brockton, MA 02301-4342

This report contains your organization's IHPAT Proficiency Analytical Testing results for IHPAT Round 230. It is the participant's responsibility to thoroughly review the information in this final report and to immediately contact the AIHA Proficiency Analytical Testing Programs, in writing, if any errors are found.

**IHPAT Results**

The final report is comprised of two sections relating to IHPAT Round 230. The first section contains your organization's results listed per analyte, per sample. The second section contains your current performance and performance from the two previous rounds, respectively (where applicable). Summary results for all participants for IHPAT Round 230 are located in a separate report.

**Testing Results for IHPAT Round 230**

This part of the report contains your organization's results listed per analyte, per sample.

Contaminant	Unit	#	Result	Ref. Value	Lower Limit	Upper Limit	z-Score	Rating
Asbestos (ASB)	f/mm <sup>2</sup>	1	189	128	72	198	2.9	A
	f/mm <sup>2</sup>	2	221	248	140	388	-0.7	A
	f/mm <sup>2</sup>	3	480	401	202	667	1	A
	f/mm <sup>2</sup>	4	89	73	37	122	1.1	A

**Statistical Analysis Interpretation Note:**

Reference value is the mean of the reference group.

Lower limit = reference value - 3 standard deviations; Upper limit = reference value + 3 standard deviations

z-Score = (reported result - reference value)/standard deviation. Note: z-Scores indicate how far a particular score is away from the mean. A - Acceptable\* Analysis; U - Unacceptable Analysis; E - Excused Absence

Fiber data are positively skewed therefore transformations are used to obtain approximately normal distributions. Both the assigned values and acceptance limits are based on consensus of the reference group.

\*The acceptability of reported results is based on upper and lower acceptance limits. A reported result may appear acceptable/unacceptable according to z-Score, but be identified as an outlier based upon the acceptance limits. Any non-participation or non-reporting of PAT data will result in unacceptable results (see PAT Programs Participation Policies, Section 2.1.6.2.).

Measurement uncertainty of any assigned value is also available on the respective certificate of analysis for the round.

Technical Comment: None



**Overall Performance Summary Concluding with IHPAT Round 230**

The following table contains your organization's current and two previous test rounds performance respectively (where applicable). For more information in regard to the determination of proficiency, please visit: [www.aihapat.org](http://www.aihapat.org).

Analyte Class	Round	Round Score	Round Performance	Proficiency Status - Three Round Score
Asbestos	228	3/4	PASS	
	229	0/4	FAIL	
	230	4/4	PASS	PROFICIENT

**Interpretation Notes:**

The denominators represent the total number of samples analyzed. The numerators represent the number of acceptable results.

Pass: Round Score greater than or equal to 75%

Fail: Round Score less than 75%

P - Proficient; NP - Non-proficient; I - Indeterminate (not enough rounds to determine proficiency)

A participant is rated proficient for the applicable IHPAT analyte group if the participant has a passing score for the applicable IHPAT analyte group in two (2) of the last three (3) consecutive PT rounds. A participant is rated non-proficient for the applicable PT analyte group if the participant has failing scores for the associated PT analyte group in two (2) of the last three (3) consecutive PT rounds.

Additional information on the following items are available in the IHPAT Scheme Plan:

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IHPAT Round 231  
Proficiency Testing Performance for Participant ID: PAT-215922

Page 1 of 2  
Report Issue Date: 11/15/2022

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This report contains your organization's IHPAT Proficiency Analytical Testing results for IHPAT Round 231. It is the participant's responsibility to thoroughly review the information in this final report and to immediately contact the AIHA Proficiency Analytical Testing Programs, in writing, if any errors are found.

#### IHPAT Results

The final report is comprised of two sections relating to IHPAT Round 231. The first section contains your organization's results listed per analyte, per sample. The second section contains your current performance and performance from the two previous rounds, respectively (where applicable). Summary results for all participants for IHPAT Round 231 are located in a separate report.

#### Testing Results for IHPAT Round 231

This part of the report contains your organization's results listed per analyte, per sample.

Contaminant	Unit	#	Result	Ref. Value	Lower Limit	Upper Limit	z-Score	Rating
Asbestos (ASB)	f/mm <sup>2</sup>	1	302	309	156	514	-0.1	A
	f/mm <sup>2</sup>	2	207	172	92	277	1.1	A
	f/mm <sup>2</sup>	3	142	87	43	147	3.2	A
	f/mm <sup>2</sup>	4	133	109	58	177	1.2	A

#### Statistical Analysis Interpretation Note:

Reference value is the mean of the reference group.

Lower limit = reference value - 3 standard deviations; Upper limit = reference value + 3 standard deviations

z-Score = (reported result - reference value)/standard deviation. Note: z-Scores indicate how far a particular score is away from the mean. A - Acceptable\* Analysis; U - Unacceptable Analysis; E - Excused Absence

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Measurement uncertainty of any assigned value is also available on the respective certificate of analysis for the round.

Technical Comment: None

**Overall Performance Summary Concluding with IHPAT Round 231**

The following table contains your organization's current and two previous test rounds performance respectively (where applicable). For more information in regard to the determination of proficiency, please visit: [www.aihapat.org](http://www.aihapat.org).

Analyte Class	Round	Round Score	Round Performance	Proficiency Status - Three Round Score
Asbestos	229	0/4	FAIL	
	230	4/4	PASS	
	231	4/4	PASS	PROFICIENT

**Interpretation Notes:**

The denominators represent the total number of samples analyzed. The numerators represent the number of acceptable results.

Pass: Round Score greater than or equal to 75%

Fail: Round Score less than 75%

P - Proficient; NP - Non-proficient; I - Indeterminate (not enough rounds to determine proficiency)

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STATE OF NEW HAMPSHIRE  
DEPARTMENT OF ENVIRONMENTAL SERVICES

*This is to certify that:*

**SLR INTERNATIONAL  
2 COMMERCE DR STE 110  
BEDFORD NH 03110**

*is duly licensed under provisions of RSA 141-E,  
New Hampshire Revised Statutes Annotated to operate as an*

**ASBESTOS DISPOSAL SITE CONTRACTOR**

**LICENSE #: SC-10036**

*Craig A. Wright*  
Craig A. Wright, Director  
Air Resources Division

Effective: February 17, 2022

Expires: February 16, 2023

This license shall not eliminate any obligation of the license holder, including its responsible persons, to comply with other federal, state, or local requirements, including any other obligation for obtaining licenses, permits, training, or other approvals for the work to be performed. The license holder shall comply with Env-A 1811.08.

STATE OF NEW HAMPSHIRE  
Department of Environmental Services  
Asbestos Management & Control Program



**ADS WORKER**  
SW000146 R  
ERIC A ADLER DOB: 4/10/1978

EFF. Date: 2/3/2022 EXP. Date: 2/2/2023

Air Resources Division Director *Craig A. Wright*  
Craig A. Wright

STATE OF NEW HAMPSHIRE  
Department of Environmental Services  
Asbestos Management & Control Program



**ADS WORKER**  
SW000044 R  
CHARLES E. TEALE DOB: 3/7/1953

EFF. Date: 2/4/2022 EXP. Date: 2/3/2023

Air Resources Division Director *Craig A. Wright*  
Craig A. Wright

STATE OF NEW HAMPSHIRE  
Department of Environmental Services  
Asbestos Management & Control Program



**ADS WORKER**  
SW102297 R  
KEITH D'ALLARD DOB: 12/6/1974

EFF. Date: 9/2/2022 EXP. Date: 9/1/2023

Air Resources Division Director *Craig A. Wright*  
Craig A. Wright

# PATRICK MOORE, C.I.H., C.S.P.

## HSE Manager

### EDUCATION

- M.S., Industrial Hygiene and Safety, University of Washington; 1998
- B.S., Environmental Health, University of Washington; 1995

### EXPERTISE

- IH surveys and audits
- Occupational exposure evaluations
- IH program assessments
- Hierarchy of Controls assessments and recommendations
- Indoor air quality (IAQ) evaluations
- Workstation ergonomic assessments
- OSHA-equivalent compliance audits
- HAZWOPER planning and training
- OSHA training programs - development and delivery
- Site-specific health and safety plan development
- Personal protective equipment (PPE) assessments
- Job Hazard Analysis (JHA) assessments
- Behaviour-Based Safety program development
- Process Safety Management (PSM) program planning and development

### TECHNICAL REGISTRATIONS

- Certified Industrial Hygienist (CIH): No. 8193, 2001
- Certified Safety Professional (CSP): No. 19618, 2007

Mr. Moore is a Certified Industrial Hygienist (CIH) and Certified Safety Professional (CSP) with over 25 years of extensive health, safety and environmental (HSE) experience involving general industry and construction.

He currently serves as the HSE Manager for SLR International, Corporation (SLR) for their United States operations in the lower 48 States. He is responsible for developing and/or reviewing project-specific HSE plans, allocating of HSE resources, continuous development and improvement of the SLR accident-prevention program, facilitating HSE Coordinator and office safety council meetings, developing and reviewing company policies, providing leadership in motivational factors in safety, and guiding managers in safety leadership qualities.

Mr. Moore also provides contract health and safety consulting services to various companies and industries both within the United States and abroad. He is proficient at health and safety program auditing/assessments, personnel, and area air monitoring, performing indoor air quality assessments, ventilation surveys, work station ergonomic assessments, and occupational noise assessments. He is also proficient at developing and presenting Occupational Safety and Health Administration (OSHA)-related training classes.

## SELECTED PROJECT EXPERIENCE

### PROGRAM AUDITING

- **HSE Management System and Compliance Audits, Multiple sites**  
Participated in multiple HSE management system and compliance audits of Goodrich Company aircraft maintenance and repair facilities located in Washington, California, New Mexico, Arizona, Colorado, Texas and Minnesota. Inspected the facilities in regards to compliance with Federal and State health and safety regulations and submitted the findings to Goodrich's Corporate EHS Management.
- **Hazardous Waste / Hazardous Materials Audits, Multiple sites**  
Participated in multiple hazardous waste / hazardous materials handling and storage audits of Target Corporation retail stores and distribution centers throughout southern California.
- **HSE Compliance Audits, Multiple sites**  
Participated in HSE compliance audits of Delta Airlines facilities (Airport Customer Service, Cargo, In Flight Services, Flight Operations, Technical Operations, and Reservations) at airports in Denver, CO, Salt Lake City, UT and Saint Louis, MO. External review conducted to identify facility compliance gaps with applicable occupational health and safety regulations, safety at risk behaviours and divisional interface issues.
- **HSE Compliance Audits, Multiple sites**  
Participated in multiple HSE compliance audits of Triumph company aerospace operations located in Phoenix, Chandler and Tempe, AZ and Everett, WA. Audited the facilities in regards to

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compliance with Federal and State health and safety regulations and submitted the findings to Triumph's Corporate HSE Management.

- **HSE Compliance Audits, Multiple sites**  
Participated in multi-media HSE audits of two BP refineries (Washington and Texas) and a BP Exploration (Alaska), Inc. oil production and distribution facility. Provided technical expertise concerning meeting federal and state occupational safety and health regulatory requirements. Provided audit findings and recommendations for program improvement.
- **HSE Compliance Review, Washington**  
Participated in a health and safety regulatory compliance review of NW Auto Recyclers facilities located in Lake Stevens, Washington. Evaluated the facility operations for compliance with Washington State and Federal OSHA regulatory requirements. Findings of the compliance evaluation were presented in a letter and associated spreadsheet for corrective action tracking purposes.
- **HSE Compliance Audits, Canada**  
Participated in HSE compliance audits of rail car manufacturing and maintenance facilities for Bombardier Transportation, Inc. at their facilities located in Thunder Bay and Toronto, Ontario. Audited facilities in regards to meeting Province of Ontario HSE regulations and federal railway requirements.
- **PSM System Audits, Multiple sites**  
Participated in Process Safety Management (PSM) system audits at multiple food processing facility locations in the United States for ConAgra Lamb Weston. The processes of concern involved the anhydrous ammonia refrigeration and chlorine systems at the facilities.
- **HSE Compliance and PSM System Audits, Multiple sites**  
Participated in multiple HSE and PSM audits at two pulp and paper mills in Florida and Georgia for the Rayonier Corporation. Audits were designed to focus on the high hazard areas for the facility including digester overpressure systems, electrical safety, respiratory protection, fall protection, and confined space entry operations.
- **HSE Management System and Compliance Audits, Multiple sites**  
Participated in HSE management system and compliance audits of multiple Siemens production facilities (Oncology Care Systems and Medical Solutions divisions). Inspected the facilities in regards to compliance with Federal, California-OSHA and/or Washington State Department of Occupational Safety and Health regulations and submitted the finding to Siemens' Corporate HSE Management.
- **HSE / RCMS Program "Gap Analysis", Kansas**  
Conducted a "gap analysis" for the Kansas City Southern Railway company to assess their current health and safety program in regards to meeting the requirements of the Responsible Care® Certification Program which is sponsored by the American Chemistry Council (ACC). Updated their existing programs and the associated Responsible Care Management System (RCMS) manual to meet the requirements of the program in preparation for third-party certification.
- **HSE Compliance / OSHA Recordkeeping Audits, North America**  
Acted as the Lead Auditor for Health and Safety OSHA Compliance Audits, and injury and illness recordkeeping specific audits for the Weyerhaeuser Corporation concerning multiple facilities and business divisions located throughout the United States and Canada. Developed specific auditing tools and provided training to Weyerhaeuser internal auditors on their use. Mentored Weyerhaeuser internal auditors as needed.
- **HSE Compliance Review, Washington**  
Participated in a limited health and safety regulatory compliance review of AIM Aerospace, Inc. facilities located in Auburn, Kent, Renton, and Sumner, Washington. Assessed each site for

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compliance with Washington State regulatory and corporate requirements and included a review of related H&S documents, records, physical inspections of the facilities and employee interviews. A summary report was provided to the client for follow-up on identified corrective actions.

- **HSE Compliance Audit, California**  
Conducted a health and safety compliance review of the Silicon Valley Chemical Laboratories, Inc. (SVC) facility in Sunnyvale, California. This external review was conducted on behalf of Shipley Company, L.L.C. as a means of verifying facility compliance with applicable health and safety regulations, including federal, state, local, and company rules.
- **HSE Compliance Audit, Ohio**  
Participated in an HSE compliance audit of the Regency Company e-recycling facility located in Cleveland Ohio to assess compliance with regulatory standards and Best Buy e-recycler performance standards.
- **Hazardous Waste / Hazardous Materials Audits, California**  
Participated in multiple hazardous waste / hazardous materials handling and storage audits of Wal-Mart Corporation retail stores throughout California.
- **Safety Management System Audit, Montana**  
Participated in a safety management system audit of a GE Transportation railcar repair facility located in Havre, Montana. Utilized corporate assessment guidelines to measure health and safety performance of the facility's management team in regards to meeting company and client (Burlington Northern Railway) expectations.
- **HSE Compliance Audits, Multiple sites**  
Participated in HSE regulatory compliance audits of multiple food processing and warehousing locations in the United States for the Reckitt-Benckiser company. Work included evaluation of each facility for compliance with federal, state and local HSE compliance requirements as well as the company's five environmental Key Items, and eight health and safety Key Items.
- **HSE Compliance Audits, California**  
Conducted HSE California-OSHA compliance audits of Sika Sarnafil concrete mix manufacturing and distribution facilities located in Santa Fe Springs and Cypress California. External audit conducted to identify facility compliance gaps with applicable health and safety regulations and corporate policies and procedures.
- **OSHA H&S Compliance Audit, Baltimore, MD**  
Conducted an OSHA compliance assessment of a medical waste incinerator to assist with a transactional due diligence project. Focus on site issues such as bloodborne pathogens, confined spaces, fall protection, hazardous energy control and emergency planning.

### INDUSTRIAL HYGIENE AND SAFETY

- **Indoor Air Quality and Industrial Hygiene Exposure Evaluation, Washington**  
Conducted an indoor air quality and industrial hygiene evaluation for United Airlines at their aircraft maintenance facilities located at the Seattle-Tacoma International Airport in Seattle, Washington. Scope of work involved collection of direct-reading measurements for carbon dioxide, carbon monoxide, temperature and relative humidity and an industrial hygiene exposure assessment of United employees during their routine work shifts for exposure to airborne asbestos fibers, respirable particulates, jet fuel vapors (kerosene) and diesel particulate matter (DPM) for the two United services areas which are located under the Terminal and at the their airport Maintenance Center.
- **Industrial Hygiene Exposure Evaluation, Multiple sites**  
Conducted personal and area air monitoring to assess worker exposures to styrene and methyl methacrylate during fiberglass manufacturing operations at three Crane Composite facilities located in Joliet, IL. Goshen, IN. and Jonesboro, AR. Sampling events included 8-hour Time Weighted Average (TWA) samples and 15-minute Short Term Exposure Limit (STEL) samples that were captured during the process of mixing and dispensing of the polystyrene chemical products as well as during process line operations.
- **Industrial Hygiene Exposure Evaluation, Asphalt Distribution site**



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Conducted personal and area air monitoring to assess worker exposures to hydrogen sulfide and various other volatile organic compounds during asphalt distribution, mixing and treatment operations at the Alon Richmond Beach Asphalt and Marine Fuels Terminal location in Seattle, WA. Sampling events included 8-hour Time Weighted Average (TWA) samples and 15-minute Short Term Exposure Limit (STEL) samples for hydrogen sulfide that were captured during the process of receiving asphalt shipments via railcar and distribution via tanker trucks. In addition to these exposure monitoring events additional work included laboratory vent hood evaluations, an illumination survey and a noise survey with associated mapping.

- **Health and Safety Consulting Services, Marshall Islands**  
Provided on-site occupational health and safety consulting services over a 7-month period to Raytheon Range Systems Engineering (RSE) at their Kwajalein Atoll facility, located in the Republic of the Marshall Islands, in support of operations for the Ronald Reagan Missile Test Site.
- **On-Call HSE Services, Washington**  
Provided on-call industrial hygiene and safety (IH&S) services to Johnson Controls, Inc. at their Hanford, WA facilities and to Anchor QEA an environmental science and engineering firm in Seattle, WA which focuses on shoreline and river investigation and remediation projects.
- **Asbestos and Lead-Based Paint Inspection, Oregon**  
Conducted a large asbestos-containing material (ACM) and lead-based paint (LBP) inspection of the Smurfit-Stone Container Enterprises, Inc. Portland, OR facility. Incorporated the results of past inspections and provided recommendations concerning operations and maintenance of the hazardous materials and direction concerning planned food service quality renovations to the facility.
- **Occupational Noise Exposure Evaluation, Multiple sites**  
Conducted a noise monitoring assessment for PacifiCorp of multiple work locations throughout Oregon to ascertain worker noise exposures and their suitability for inclusion in the employer's hearing conservation program including training and audiometric testing requirements. These 8-hour TWA personnel noise measurements were obtained and compared against OSHA and American Conference of Governmental Industrial Hygienists (ACGIH) standards. Noise measurements were also taken of specific noisy work activities such as impact wrench and portable generator use to assess short-term noise exposures and the potential need for hearing protection during these specific activities.
- **Indoor Firing Range Lead Investigations, Multiple sites**  
Conducted a lead investigation of four former indoor firing ranges located at the United States Army Reserve Center (USARC) sites in Vancouver, Washington and Salem, Oregon for the 70th Regional Readiness Command (RRC). Provided a detailed assessment of lead contamination levels, recommendations and associated costs for remediation of the former firing ranges.
- **Occupational Noise Exposure Evaluation, Multiple sites**  
Conducted a noise monitoring assessment at multiple locations for a Canadian-based fertilizer mixing and distribution company in order to ascertain worker noise exposures and their suitability for inclusion in the employer's hearing conservation program including training and audiometric testing requirements. These 8-hour TWA personnel noise measurements were obtained and compared against OSHA, American Conference of Governmental Industrial Hygienists (ACGIH), and Canadian Standards Association (CSA) standards for noise. Noise measurements involved Packaging Floor Operators, Maintenance Workers, Warehouse Operators and Mixing Room Operators and Attendants.
- **Mold and Indoor Air Quality Investigation, Washington**  
Performed a mold and indoor air quality investigation of a property located in Sumner, Washington for Household International using methods consistent with the guidelines published by the ACGIH "Bioaerosols - Assessment and Control", the U.S. Environmental Protection Agency's, "Mold Remediation in Schools and Commercial Buildings" and the New York City Department of Health's, "Guidelines on Assessment and Remediation of Fungi in Indoor Air".
- **Lead-Soldering Exposure Evaluation, Washington**  
Conducted an assessment of lead exposure related to lead soldering activities at Nintendo of America facilities located in Renton, WA.

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- **Occupational Noise Exposure Evaluation, Washington**  
Conducted a noise monitoring assessment for Chemtrade Logistics at their Vancouver, WA facility to model worker noise exposures and their suitability for inclusion in the employer's hearing conservation program. Both 8-hour TWA personnel noise monitoring and general area surveys were conducted to map high noise areas in the facility.
- **Benzene Exposure Evaluation, Washington**  
Conducted benzene monitoring of ConocoPhillips Marine Division employees on two tankers at the Ferndale Refinery near Seattle, Washington during product unloading operations. Sampling events included 8-hour TWA samples and 15-minute STEL samples that were captured during the process of connecting and disconnecting lines and gauging tanks.
- **Indoor Air Quality Evaluations, Oregon**  
Conducted indoor air quality evaluations on behalf of Chartis Global Loss Prevention at client facilities located in Portland and Newburg, OR. Investigations consisted primarily of visual examinations of the building HVAC systems and measuring indoor air quality parameters (carbon dioxide, carbon monoxide as well as temperature and relative humidity) for comparison to guidelines established by the American Society of Heating, Refrigeration, and Air Conditioning Engineers (ASHRAE).
- **Arsenic Contamination Survey, Northwest Territories**  
Provided project planning and oversight for SLR employees to conduct an arsenic contamination survey at the Government of Northwest Territories Water Research Warehouse located in Yellowknife, NT. Purpose of the survey was to determine if trace inorganic arsenic was present in two areas of the warehouse as a result of previously stored arsenic-contaminated mine tailings. Air samples and wipe sampling was utilized to ascertain contamination concentrations and a letter report of the findings provided to the client.
- **Oversight / Exposure Monitoring for Lead Remediation, Oregon**  
Provided health and safety oversight of remediation of a former USARC indoor firing range located in Salem, Oregon. Authored the project Safety and Health plan and provided all necessary site specific safety and health training. Established personal air monitoring requirements and protocols for wipe sample collection. Provided oversight of lead remediation activities.
- **Industrial Hygiene Evaluation and Ventilation System Assessment, California**  
Conducted an air quality and ventilation system assessment of the production facilities of All Night Media, Inc., in San Rafael, California. Production areas involving pad printing and vulcanizing activities were sampled over an 8-hour work shift. General area air sampling was performed using passive samplers and analyzed for cyclohexanone, isophorone, and a general scan for other hydrocarbons, which were quantified as hexane. An evaluation of the general and local exhaust systems was also conducted. A report was generated containing sampling results and recommendations concerning improvements to the current ventilation system and production activities.
- **Asbestos Inspections, Multiple sites**  
Performed asbestos surveys for multiple locations / facilities to support property transfer due diligence investigations for the Federal Deposit Insurance Corporation (FDIC) as the receiver for various loan institutions. Asbestos surveys were conducted in accordance with the Asbestos Hazard Emergency Response Act (AHERA) protocol for compliance under the National Emission Standards for Hazardous Air Pollutants (NESHAP).
- **Limited Asbestos Inspection, Multiple sites**  
Conducted a limited asbestos sampling event of steam valves and associated steam lines where the thermal system insulation (TSI) was damaged and exposed to weathering from the elements. Asbestos sampling was conducted in accordance with AHERA protocols.
- **Asbestos and Lead-Based Paint Inspections, Washington**  
Performed asbestos and lead-based paint surveys of multiple buildings at the former Sandpoint Naval Station Puget Sound located in Seattle, Washington to support a time critical removal action at the facility involving radium and other radioisotopes used in the former instruments shops.
- **Mold Investigation, Washington**

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Conducted a limited mold investigation for the 88th Readiness Support Command for the U.S. Army Reserve Center located at Ft. Lawton, Washington in response to personnel complaints of visible mold growth in the Men's Locker Room. Conducted the investigation utilizing bulk tape sampling, air sampling for non-viable mold spores, and moisture measurements of building materials. Provided recommendations for remediation and long-term maintenance of the space to prevent future occurrences.

- **Indoor Air Quality Assessment, Washington**

Conducted a limited indoor air quality assessment for the 70th Readiness Reserve Command for an office space located at Harvey Hall in Seattle, WA. (Fort Lawton). The assessment was performed due to an employee complaint of symptoms that they attributed to their work space. The assessment included real-time air monitoring for aerosols (dust, smoke, etc.) and non-viable mold spores.

- **Laboratory Fume Hood Assessments, Washington**

Conducted laboratory fume hood assessments and industrial hygiene sampling for a materials testing laboratory for Nintendo of America, Inc. located in Redmond, WA. Work scope included personal and area air monitoring for metals (cadmium, chromium, lead and mercury), methylene chloride, inorganic acids, and volatile organic compounds.

- **Community Noise Assessment, Oregon**

Conducted 24-hour community noise measurements for PacifiCorp at multiple residences impacted by electrical substation noise in Riddle and Ashland Oregon to ascertain compliance with State of Oregon Department of Environmental Quality community noise standards.

- **Indoor Air Quality Assessment, Washington**

Conducted indoor air quality sampling of the System Operations room at the AT&T facility located in Bothell, Washington due to an employee complaint of a "solvent-like" odor. AT&T took action to identify the source of the odor and eliminated it. This sampling was conducted to ensure that the problem was resolved. A SUMMA<sup>®</sup> canister was utilized to draw an air sample over a twenty-four period and analyzed in accordance with EPA Method TO-15 for VOCs.

- **Asbestos Inspections, Washington**

Contracted by the American Tower Corporation (ATC) to conduct asbestos surveys to evaluate the presence of asbestos-containing materials (ACM) within the interior of multiple communication buildings and associated towers in eastern Washington.

- **Environmental Noise Assessment, Washington**

Conducted an environmental noise assessment for a proposed new Texaco Service Station to be located in Marysville, Washington. The noise assessment involved modeling the expected noise impact for the surrounding residential community due to the construction and operation of a 3,000 ft<sup>2</sup> Mini Mart/Gas Station facility.

- **Tunneling Ventilation Design and Assessment, Washington**

Conducted an air quality assessment of tunnel work spaces during underground boring activities / water line placement under a former gas station and other contaminated soil properties in Seattle, Washington. Provided recommendations for improvements to existing ventilation system, including the use of positive pressure air pumps, due to the long tunnel lengths involved.

- **Industrial Ventilation Assessment, Washington**

Performed a ventilation assessment of local exhaust ventilation systems for the Boeing C-13 Quick Response Center. Assessment included performing quantitative airflow velocity measurements for ventilation systems (enclosure hoods, process line tanks and exhaust ventilation sources) in the production areas.

- **Asbestos and Lead-Based Inspections, Alaska**

Conducted Phase I environmental inspections of select buildings in Wrangell, Petersburg and Kotzebue Alaska on behalf of Alaska Airlines. As part of these environmental assessments multiple samples were collected of suspected asbestos-containing materials (ACM) and other materials that may contain lead-based paint. Sample analysis reports and recommendations were provided as part of the overall Phase I report to the client.

- **Health Product Declarations Development, Washington**

Assisted Columbia Forest Products with development of multiple Health Product Declarations for manufactured wood products to meet the Health Product Declaration (HPD) Standard which is a declaration of product content

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and direct health hazards associated with exposure to its individual contents. The developed HPDs focused on Columbia Forest Products PureBond Veneer Core Hardwood Plywood product line.

### HEALTH AND SAFETY PROGRAM DEVELOPMENT

- **Creation / Revision of HSE Program Documents, US Operations**  
Developed and/or revised over twenty existing Repsol USA operating management system policies to meet Bureau of Safety and Environmental Enforcement (BSEE) Safety and Environmental Management System (SEMS) guidelines for managing offshore oil and gas operations. Policies were developed/revised in response to further development of Repsol USA's operating management system.
- **Job Hazard Analysis Development, Canada**  
Contracted by Johnson Controls, Inc. to identify and assess safety hazards associated with their scope of work as the facilities' operations and maintenance (O&M) contractor at the NOVA Chemical Company located in Red Deer, Alberta, Canada. Developed a job hazard analysis (JHA) for each identified O&M task.
- **Creation / Revision of Health and Safety Standard Operating Procedures, Multiple sites**  
Reviewed and updated health and safety standard operating procedures (SOPs) for Blueknight Energy Partners to support their efforts to standardize and update their program to meet regulatory standards throughout their US operations. Revised their Energy Control (Lockout/Tagout) program and their Hydrogen Sulfide Program. Created a new Electrical Safety Program that included arc flash safety guidance for working on energized parts.
- **Revision of Health and Safety Standard Operating Procedures, Multiple sites**  
Reviewed and updated health and safety standard operating procedures (SOPs) for Biogen Idec to support their efforts to standardize and update their program to meet regulatory standards both in the United States and Denmark and other related accepted industry guidelines.
- **Personal Protective Equipment Hazard Assessment, Washington**  
Conducted a PPE Hazard Assessment of AIM Aerospace, Inc. facilities located in Auburn and Renton Washington. Assessed each site for PPE needs based on observed work activities and information provided by the client. Provided completed PPE Hazard Assessment Certification Forms for each identified work location and/or task area to the client for follow-up on providing proper PPE for employee usage.
- **Revision of Environmental Auditor Guidance Manual, Multiple sites**  
Assisted in updating the Forest Products Industry Environmental Auditor Guidance Manual. This manual is used by the Weyerhaeuser, Union Camp, Mead, and Potlatch corporations to perform environmental compliance audits of their facilities and activities. Updated the following modules of the manual: Hazardous Waste, PCBs, Drinking Water, Radioactive Materials, Pesticides, and Wood Treating.
- **Health and Safety Field Manual Development, California**  
Developed a Health and Safety Field Manual for Bluewater Environmental Services an Oakland, California, based lead/asbestos abatement contractor. The field manual was developed to address those health and safety issues specific to the abatement industry.
- **Safety, Health and Work Plan Templates Development, Multiple sites**  
Contracted by Northwinds Abatement Incorporated to develop a series of eighteen Safety, Health and Work Plan (SHWP) templates ranging in topics such as lead and asbestos abatement to settling pond and contaminated soils remediation activities that can be used by their Project Managers to develop site-specific plans for their various projects.
- **Creation / Revision of HSE Program Documents, US Operations**  
Assisted NW Auto Recyclers with review of their current written H&S program and creation and/or revision to existing documents in order to meet Washington State and Federal OSHA regulatory requirements. Action items were based on a previous compliance audit performed of the facility by SLR. This involved conducting additional site inspection tasks in order to gather further information, such as a chemical hazard inventory, personal protective equipment hazard assessment, an OSHA injury and illness recordkeeping logs review, and an occupational noise survey. H&S program documents developed or revised included: Accident Prevention Program, Employee Emergency Action Plan, Chemical Hazard Communication Program, Bloodborne Pathogens

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Exposure Control Plan, Hazardous Energy Control (Lockout/Tagout) Program, Hearing Conservation Program, and Tool Safety Work Instructions.

- **Site-Specific Safety and Health Plan Template Development, California**  
Developed a Site-specific Safety and Health Plan template and associated materials for the Construction Division of The Presidio Trust, located in San Francisco, California. The template was designed to be used by the various construction superintendents of The Presidio Trust for developing site-specific plans for their construction projects.
- **Electrical Safety Program Development, Multiple sites**  
Updated electrical safety standard operating procedures, HAZRISK worksheet and Operations & Maintenance Job Safety Analysis documents for Johnson Controls, Inc. to support their Hanford Nuclear Reservation operations in order to meet Department of Energy Richland Project Office (DOE-RL) electrical safety requirements, including adherence to the DOE Electrical Safety Handbook.
- **Storage Tank Maintenance Health and Safety Oversight, Washington**  
Provided project health and safety oversight for conducting leak detection, tank lining assessment, and tank coating repairs at the Manchester Fuel Depot (MFD) located in Port Orchard, Washington.
- **Job Hazard Analysis Development, Multiple sites**  
Conducted a job hazard analysis (JHA) of activities being conducted by employees and contractors of Home Depot At-Home Services which involved window removal and replacement, roofing activities, siding and gutter installation, and painting activities. Visited multiple project sites in Seattle and Los Angeles to inspect in progress work activities, interviewed workers, and document associated health and safety issues. Developed a matrix detailing the health and safety concerns related to the work involved and the recommended training, personnel protective equipment, etc. needed to mitigate the known hazards.

### MANAGEMENT SYSTEMS

- **Safety Management System Internal Auditor Training / In-Progress Reviews, North America**  
Conducted BSI 18001 Occupational Health and Safety Assessment Series internal auditor training and Safety Management System (SMS) implementation in-progress reviews for multiple plants of the Trus Joist Corporation located in the Western United States and Canada.
- **Hazard Risk Assessments / Procedure Development, Missouri**  
Participated in the development of program procedures and the performance of hazard risk assessments in support of development of a safety management system meeting BSI 18001 Occupational Health and Safety Assessment Series standards for the Reckitt-Benckiser company at their Springfield, MO facility.
- **Environmental Management System Development and Implementation, North America**  
Assisted with development and implementation of an ISO 14001 Environmental Management System (EMS) for multiple Trus Joist Corporation locations in the United States and Canada.
- **Health and Safety Management System Development and Implementation, Washington**  
Developed and implemented a health and safety management system for Johnson Controls, Inc. at their Hanford Nuclear Reservation site. The management system was designed to meet the requirements of the 10 CFR 851 Worker Safety and Health Program standard.

### HSE TRAINING

- **HSE Training / Multiple Subjects, Multiple sites**  
Developed and delivered health and safety related training programs for Shaw E&I Commercial Services projects. Training included confined space entry, hazardous energy control, fall protection, respiratory protection, defensive driving, commercial vehicle operations, and HazWOpER refresher training.
- **HSE Training / Multiple Subjects, Washington**  
Developed and provided training to Johnson Controls, Inc. employees concerning confined space entry, hearing conservation, and fall protection. Training was based on the work tasks performed and hazards posed to Johnson Controls' workers at their Hanford Nuclear Reservation site.
- **Spill Prevention / Asbestos Awareness Training, Oregon**

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Developed and delivered Spill Prevention & Response / Asbestos Awareness & Emergency Response training for the Tillamook County Public Works Department for transfer stations located in Manzanita, Pacific City and Tillamook, Oregon.

- **Class III Asbestos Repair & Maintenance Training, Multiple sites**  
Provided 16-hour Class III Asbestos Repair & Maintenance training to representatives of KOCH Industries as part of an asbestos compliance assessment program of approximately 138 KOCH facilities.
- **Construction Health and Safety Training Materials, Multiple sites**  
Developed remediation / construction-related health and safety training materials for delivery to construction contractors. Training subjects included "Working around Heavy Equipment" and "Trenching and Excavation Safety." Training materials were developed to meet OSHA's Construction Safety regulatory standards.

### ERGONOMIC ASSESSMENTS

- **Workstation Ergonomic Assessments, Washington**  
Conducted workstation ergonomic assessments and related training for Global Energy Concepts, LLC in Seattle, Washington.
- **Workstation Ergonomic Assessments, Multiple sites**  
Conducted workstation ergonomic assessments for the Trus Joist Corporation in multiple locations in the United States. Conducted assessments of workstations and provided training to management and technical staff so that they could continue to conduct their own assessments and workstation re-designs as necessary.
- **Assembly Line Ergonomic Assessments, California**  
Conducted an ergonomic assessment of assembly line activities at the Silicon Valley Chemical Laboratories, Inc. (SVC) facility in Sunnyvale, California. Provided recommendations for improving ergonomics conditions within the laboratory including the use of anti-fatigue mats, suspended hand tools, and lift tables.

### RADIOLOGICAL RELATED PROJECTS

- **Reactor and Steam Plant Operations and Maintenance, Multiple sites**  
Developed and implemented radiation protection plans to support maintenance and repair work related to U.S. Navy nuclear power plant operations. Maintained steam plant and reactor plant water chemistry.
- **Uranium Mill Tailings Remediation, Colorado**  
Performed site health and safety supervision of Uranium Mill Tailing remediation operations along the right-of-way of the Denver and Rio Grande Western Railroad in Denver, Colorado. In addition to being contaminated with mill tailings, the soils along the railroad right-of-way were also known to contain elevated concentrations of PCBs, lead arsenate, and bis (2-ethylhexyl) phthalate. The scope of work involved excavating, sampling, and hauling the mill tailings to a site in western Colorado for treatment or disposal.
- **Uranium Mill Tailings Remediation, Utah**  
Worked as the Health and Safety Coordinator on a Superfund site in Monticello, Utah. Cleanup activity primarily involved an old uranium mill site and abandoned uranium mines. However, wind-blown uranium mill tailings had contaminated most of the town and surrounding countryside, requiring large scale excavation and disposal of contaminated soils. The primary hazards associated with the tailings were heavy metals and radioparticulates, primarily Th-230, U-238, and Ra-226.
- **Uranium Mill Tailings Remediation, Colorado**  
Health and Safety Supervisor and Health Physics Technician on the Uranium Mill Tailing Remedial Action (UMTRA) in Grand Junction, Colorado and surrounding communities. Responsible for supervision of 4-10 sites at a time. Cleanup activities included removal of contaminated soils ranging from a few cubic feet to excavations involving the foundations of major buildings or underground storage tanks. Additional hazards included heavy metals, solvents, asbestos, petroleum products, PCBs, and PAHs.
- **Radioactive Materials Characterization Project, Washington**  
Participated in the development and implementation of work plans for the former Naval Station Puget Sound radioactive materials characterization project in Seattle, WA. Acting Health and Safety Manager (HSM) for the project and also provided support as the Radiation Safety Officer (RSO) and Site Safety Officer (SSO) at various times.

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- **XRF Lead-Based Paint Survey, Oregon**  
Conducted an asbestos and lead-based paint survey of the Smurfit-Stone Container Enterprises facility in Portland, Oregon. Work included use of an X-Ray Fluorescence (XRF) Spectrometer survey instrument for detection of lead paint on the building materials of the facility.
- **Radiation Surveys and Radon Monitoring, Multiple sites**  
Conducted radiation surveys and radon monitoring for CamWest Development of multiple granite slab countertops prior to home installation to ascertain their potential for producing elevated radon concentrations within the subject homes.
- **Building Radon Assessments, Multiple sites**  
Conducted monitoring for radon exposure at over fifty locations in the Pacific Northwest to support the U.S. Army 70th Readiness Reserve Command in preparation of property closure and/or transfer. Radon monitoring was conducted in accordance with the National Environmental Health Association's National Radon Proficiency Program (NEHA-NRPP) requirements.
- **Decommissioning Radiological Assessment, Ohio**  
Performed a radiological assessment and health and safety oversight of decommissioning activities of furnaces located at the Milton Can Company in Cincinnati, Ohio. Dismantling activities were performed by Turner Construction Company and involved two production line furnaces located in the lithograph printing area of the Milton plant. During the demolition process each piece of the furnaces were surveyed, using a radiation meter, to ensure that Turner workers were not being exposed to a radiological health hazard due to the deposited radioactive scale and/or soot, and that contaminated materials were properly segregated for disposal.
- **NORM Surveys, Multiple sites**  
Conducted naturally occurring radioactive materials (NORM) surveys for Chemtrade Logistics at their facilities located in Vancouver, WA, Tampa, FL and Savannah, GA. These facilities manufacture the water treatment chemical aluminum sulfate (Alum) from either Bauxite ore or aluminum trihydrate. Surveys for NORM were conducted using Electronic Pocket Dosimeters (EPDs) to monitor worker full shift exposures and were also placed on equipment where the manufacturing process concentrates the ore and the highest radiation levels were anticipated to be encountered. In addition, direct reading measurements for gamma radiation were taken throughout the facilities in the raw materials, leaf filter press, reactor vessel, and Alum storage areas. Client was provided with a written report of the survey methodology, results and recommendations for radiation protection strategies as applicable.
- **Building Radon Assessments, Multiple sites**  
Conducted a radon assessment of selected buildings located at the Marine Corps Air Station (MCAS) Yuma, Arizona. MCAS Yuma includes facilities located at Camp Billy Machen, Niland, California; Cannon Complex, Yuma, Arizona; and Lake Martinez Marine Corps Recreation Area, Arizona. Involved performing radon monitoring at a total of 59 MCAS Yuma buildings throughout the facility. Provided client with a written report of sampling methodology and results and recommendations for radon mitigation strategies as applicable.
- **Building Radon Assessments, Multiple sites**  
Conducted radon assessment of 23 selected buildings at Naval Operational Support Centers (NOSC) located in Denver CO, Las Vega NV, Albuquerque NM, Tucson AZ, Sacramento CA, and Alameda CA. Provided client with a written report of sampling methodology and results and recommendations for radon mitigation strategies as applicable.

### REMEDIATION AND CONSTRUCTION RELATED PROJECTS

- **Everett Landfill Closure Health and Safety Oversight, Washington**  
Developed a site-specific health and safety plan and performed site health and safety supervision of the Everett Landfill closure in Everett, Washington. The scope of the work involved clearing, grading and hydro seeding of approximately 34 acres of the 70-acre site including the construction of drainage ditches and access roads which would expose the landfill refuse. Test pits were dug prior to beginning construction activities to assess the chemical hazards present at the site. Soil and water sampling revealed that lead, iron, and manganese were present above the drinking water standard, and that the presence of elevated concentrations of benzene,

## PATRICK MOORE, C.I.H, C.S.P.

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toluene, xylene, and TPHs posed a health hazard for the workers. Monitoring for these volatile airborne hazards during construction activities was performed using a PID and colorimetric detector tubes to ensure that workers were not being exposed to elevated concentrations of these hazardous substances.

- **Construction Build-Out Health and Safety Oversight, Washington**  
Acted as the Project Health and Safety Superintendent for the construction build-out of a new four-story building at the Intel DP3 site in DuPont, Washington. Provided health and safety oversight and management of all aspects of the construction project for the Turner Construction Company (TCC). Developed and conducted project safety training and orientation programs for all TCC project staff and subcontractors.
- **Colbert Landfill Closure Health and Safety Oversight, Washington**  
Developed a site-specific health and safety plan and performed site health and safety supervision of the Colbert landfill closure in Spokane, Washington. The scope of work involved construction of a cover system for the 37-acre landfill. This landfill was a Superfund site known to contain municipal, commercial, and industrial wastes, including sewage treatment plant sludge. Some of the waste known to have been disposed of included pesticides, herbicides, and refinery tar residues. Contaminants found in the groundwater included 1,1,1-trichloroethane, trichloroethylene, 1,1-dichloroethane, and methylene chloride. Responsible for the health and safety of workers during construction of a cover system for the landfill. Gases emanating from the landfill included methane, carbon dioxide, hydrogen sulfide, and volatile solvents.
- **Health and Safety Oversight / Soil and Groundwater Sampling, Washington**  
Performed site health and safety consultation as well as soil and groundwater sampling duties during construction of the Hazardous Waste Facility at Naval Station (NAVSTA) Everett, Washington. Soil and groundwater contamination was a concern because the site had been used for industrial purposes for the last 40 years. Oversaw excavation activities to install a large underground tank and associated piping. Worked with the construction company to protect their employees from elevated levels of both methane and hydrogen sulfide found on the site, as well as small amounts of heavy metals. Coordinated disposal activities for soil and water that was found to exceed environmental standards.
- **Remediation Health and Safety Oversight, Oregon**  
Provided health and safety oversight for site environmental investigation activities of three project sites on behalf of the Oregon Department of Transportation (ODOT) Region 4. Scope of work was to collect and analyze soil samples from the former electrical power substations for the presence of contaminants related to electrical substation operations, including but not limited to polychlorinated biphenyls (PCBs) and mineral oil. Work also included the abatement of asbestos containing materials (ACM) that were found to be onsite after building demolition activities.
- **Tulalip Landfill Closure Health and Safety Oversight, Washington**  
Developed a site-specific health and safety plan and acted as a Project Health and Safety Officer for work activities at the Tulalip Landfill Cap project in Snohomish County, Washington. This Superfund remediation and capping project involved a landfill containing primarily commercial and industrial wastes. Extensive soil and refuse excavation were involved which potentially exposed workers to landfill gases as well as various physical, chemical, and biological hazards.
- **Construction Health and Safety Plan Development, Oregon**  
Developed a site-specific health and safety plan for Mountain Cascade, Inc. to support their construction of a force main for the City of Portland. A 10,000 linear foot 66-inch steel pipe force main will be installed by open cut pipeline and micro tunneling, along with air vacuum and access vaults.
- **Demolition / Remediation Health and Safety Plan Development, Washington**  
Developed a site-specific health and safety plan to address potential hazards associated with the decontamination, asbestos abatement, and demolition of the Fine Ore Bins Building at the Asarco Smelter Facility located in Tacoma, Washington. Conducted work site inspections to provide guidance and ensure compliance with regulatory and company health and safety requirements.
- **Lead / Asbestos Abatement Health and Safety Plan Development, California**  
Developed Site-Specific Health and Safety Plans for lead/asbestos abatement and construction/demolition activities at Presidio Buildings 35 and 38 located at The Presidio, in San Francisco, California. These former army



## PATRICK MOORE, C.I.H, C.S.P.

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barracks and office structures were built and maintained for many years using asbestos and lead-based paint materials. Extensive abatement and demolition/construction was performed to remove these materials while maintaining the historical integrity of the structures. The principals involved in these projects were The Presidio Trust, Turner Construction Company, Bluewater Environmental Services, and Oliver & Company.

- **Remediation Health and Safety Oversight, Oregon**  
Acted as the Project Health and Safety Manager for the Hoyt Street Rail yards Development project in Portland, Oregon. This project involved developing a former rail yard, contaminated with lead and polynuclear aromatic hydrocarbons (PAHs), into residential dwellings. Developed a Site-Specific Health and Safety Plan involving specific work procedures and measures to protect workers during the course of the project. Provided hazard communication and lead awareness training to construction and local government workers. Performed full-shift personal air sampling for lead and PAHs to ensure that workers were being adequately protected.
- **Indoor Firing Range Remediation Health and Safety Oversight, Oregon**  
Provided health and safety oversight of remediation of a former United States Army Reserve Center (USARC) indoor firing range located in Salem, Oregon. Authored the project Safety and Health plan and provided all necessary site specific safety and health training. Established personal air monitoring requirements and protocols for wipe sample collection. Provided oversight of lead remediation activities.
- **Aluminum Smelter Lead Abatement Health and Safety Plan Development, Oregon**  
Contracted by the CCC Group to develop a Site Specific Safety, Health and Work Plan (SSSHWP) for their operations at the ALCOA aluminum reduction plant located in Troutdale, Oregon. The SSSHWP addressed the CCC Group's scope of work for the Phase I Spill Risk Reduction and External Lead Abatement portion of the temporary closure project of the ALCOA facility. Scope of work involved building and tank demolition, and abatement of lead and PCB hazards.
- **Former Ore Assay Laboratory Remediation Health and Safety Oversight, Oregon**  
Acted as the Project Health and Safety Manager and developed a site specific health and safety plan for remediation of a laboratory located in Hermiston, Oregon. The laboratory was involved in ore assays and extraction of precious metals from computer parts and other materials. The project involved categorizing and disposing of the chemical waste and other materials.
- **Remediation Health and Safety Oversight, Washington**  
Provided health and safety supervision of the remediation activities associated with a diesel fuel spill at the AT&T facility located in Bothell, Washington. Conducted air monitoring for volatile organics, oxygen, lower-explosive limit, and hydrogen sulfide during excavation entry activities.
- **Remediation Health and Safety Oversight, Oregon**  
Acted as the Project CIH for environmental remediation work conducted at the Portland Air National Guard (PANG) Base in Portland, Oregon. The scope of work for this project involved treating contaminated groundwater and remediation of contaminated sediments. Remediation activities included in situ chemical oxidation using potassium permanganate injection, with monitored natural attenuation (MNA).

## PATRICK MOORE, C.I.H, C.S.P.

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### Additional Training & Certifications

- OSHA General Industry Outreach Trainer: 1997 (lapsed)
- BSI 18001 – Occupational Health and Safety Assessment Series
- OSHA 40-Hour Health and Safety Training
- Annual OSHA 8-Hour Health and Safety Refresher
- CPR/First Aid/Bloodborne Pathogens
- Asbestos Building Inspector, AHERA Certification No. 1025143 (lapsed)
- Radon Residential Measurement Provider certification: No. 104181 RT (lapsed)
- Radiation Protection Technologist: 1990 (lapsed)

# JIM HILLER, CIH

## U.S. Industry Sector Lead

### EDUCATION

- Master of Science, Environmental Management, University of New Haven, 1993
- Professional Certificate, Industrial Hygiene, University of New Haven 1990
- Bachelor of Science, Biology, University of Connecticut, 1987

### EXPERTISE

- EHS Management
- Leadership Design
- Health & Safety Compliance
- Industrial Hygiene Analysis
- Industrial Engineering

### TECHNICAL REGISTRATIONS

- American Board of Industrial Hygiene
- American Industrial Hygiene Association
- National Safety Council- *Board of Delegates*
- ISO 14000 Lead Auditor, 2000

### HEALTH & SAFETY

- OSHA Training Institute, OSHA 501, 1998
- New York State Asbestos Monitor

As a member of SLRs leadership team, Mr. Hiller is accountable for the direction of the firms US industrial sector. This role includes ensuring our manufacturing clients are teamed with the most appropriate technical consultants and that continued world-class delivery of SLRs service is maintained.

Mr. Hiller's experience includes more than 32 years of comprehensive environmental, health and safety administration and consultation. His most recent work includes a 15-year role as Senior Partner for a global EHS consultancy. Prior to that, he was the Director of Environmental Health and Safety for a major division of Dana Corporation. Mr. Hiller's private sector work has exposed him to a broad range of industrial processes and stressors in manufacturing, R&D, and distribution environments. He has developed, instituted and measured the effectiveness of compliance and assurance programs on a global platform. Prior to his tenure with Dana, he spent several years in the chemical industry, specifically in coatings and film conversion acting as the organization's EH&S Coordinator.

He has become a recognized leader in developing pragmatic and cost-effective solutions for complex industrial hygiene and safety issues. He is an expert in indoor air quality and has performed many evaluations for a variety of chemical, physical and biological contaminants since becoming a Certified Industrial Hygienist in 1991.

## SELECTED PROJECT EXPERIENCE

### ENVIRONMENTAL COMPLIANCE

- **Dana Corporation- Global Environmental Compliance Audits, 2010 to 2018**  
Performed 35 to 40 audits each year for regulatory compliance and internal policy assurance. Also hosted a privately developed corrective action tracking database (ECAST) and supported facilities with closure assistance of their findings.
- **Director of Environmental, Health and Safety, Affinia Group, 2004 to 2016**  
As an outsourced executive, Mr. Hiller managed and developed the EHS compliance assurance program for this \$3.5b company. Activities included the management of relevant vendors, chaired the EHS Steering Committee, provided loss control service management, lead the assurance program which included hundreds of assessments over the 12-year tenure and deployed a global EHS management system. Affinia operated assembly, stamping compounding and foundry operations globally.
- **Dayco Products, 2016 to 2018**  
Conducted 17 EHS assessments per year and assisted with co-development of corrective actions and implementation. Also, a member of the Corporate EHS Steering Committee and co-developed the companies EHS management system.
- **Multi-National Aerospace Manufacturer, 2014-2018**  
Client contact for the company's multi-media EHS programs. This included outsourced HS support, EHS compliance and assurance audits and general EHS support. Managed 20 to 40 EHS audits per year.

- **Industrial Hygiene in a Lead Acid Battery Manufacturer, 2018**  
Supported an Indian lead acid battery manufacturer with western compliance and industrial hygiene expertise.
- **Ohio Rubber and Tire Manufacturer, 2015 to 2018**  
Partnered in performing Health and Safety audits at global facilities.
- **Client Manager, General Electric, 2007 to 2012**  
Managed many Health and Safety services. These included compliance auditing, industrial hygiene assessments and risk analysis.
- **Seven Seas Water, 2016**  
Performed HS audits at each Seven Seas facility located in the Caribbean. The organization operates desalination facilities on 7 islands. Mr. Hiller led and conducted the assessments.
- **AIG Commercial Risk, New York, New York**  
Provided comprehensive industrial hygiene and risk management consulting services, including evaluation of exposure to chemical and physical agents, for large, publicly traded clients of AIG.
- **4 & 5 World Trade Center, New York, New York**  
Developed and implemented a strategic plan designed to prevent re-contamination of microorganisms in several sub-surface levels of the site during recovery efforts associated with 9/11. This project integrated architectural, engineering and scientific practices to create an effective solution for the client.
- **Confidential Client**  
Consulted a strategic response to employee inquiries regarding a comparison of OSHA related chemical exposures (PELs) and DEP target air concentrations.
- **Confidential Client**  
Global response to a product repair/recall. Lead global teams to 300+ sites to restore manufacturing equipment.

#### REPRESENTATIVE LEGAL SUPPORT

- **Giannigouros v. City of New York v. Massand Engineering**  
Provided expert opinion of lead poisoning case on behalf of insurance company.
- **GL Holmes**  
Former and current assistance in the defence of one of the largest home builders in south Florida. Personal injury and product liability in five mold-related cases.
- **Clarkson v. J.S. Robinson**  
Provided expert scientific support for the successful defence of a general contractor in Kansas. This indoor air quality case was settled after architectural and industrial hygiene testimony.
- **Confidential hotel v. Architect**  
Participating with the technical legal defence team for a 19-million-dollar claim pertaining to design deficiencies leading to building science failures.

## **LECTURES AND PRESENTATIONS**

- "Proactive Building Practices," Internal Training Program, James A. Jennings, Inc.
- "Mold Contamination in Buildings: What Insurance Carriers Need to Know," Ace Insurance Co.
- "Indoor Air Quality (IAQ): What School Construction Officials Need to Know," New Jersey School Construction Authority
- "Indoor Air Quality, Risks of Vapor Intrusion"

## **ADDITIONAL TRAINING**

- ISO 14000 Auditor Training, 1998
- QS 9000 Auditor Training
- EVA (Economic Value Added) Training, 1998



This is to certify that  
**Keith D. Allard**

MA DLS Asbestos Management Planner License# AP900440

has completed the requisite training by Video Conference, and has passed an examination for  
reaccreditation

**Asbestos Management Planner Refresher**  
pursuant to Title II of the Toxic Substance Control Act, 15 U.S.C. 2646

Course Location

Zoom Video Conference

Institute for Environmental Education 16 Upton Drive Wilmington, MA 01887

January 20, 2023

Course Dates

23-4889-136-258428

Certificate Number

January 20, 2023

Examination Date

January 20, 2024

Expiration Date

Training Director

16 Upton Drive, Wilmington, MA 01887

Telephone 978.658.5272

www.ieetrains.com

**INSTITUTE FOR ENVIRONMENTAL EDUCATION**

STATE OF NEW HAMPSHIRE  
Department of Environmental Services  
Asbestos Management & Control Program  
ASBESTOS MANAGEMENT PLANNER



AM100288 R  
KEITH D. ALLARD

EFF. Date: 7/20/2022 EXP. Date: 7/19/2023

Air Resources Division Director  
Craig A. Wright

*Craig A. Wright*





This is to certify that  
**Ryan D. Rouillard**

MA DES Asbestos Management Planner License# AP000077



has completed the requisite training by *Video Conference*, and has passed an examination for  
*reaccreditation*

**Asbestos Management Planner Refresher**  
pursuant to Title II of the Toxic Substance Control Act, 15 U.S.C. 2646

**Course Location**  
Zoom Video Conference  
Institute for Environmental Education 16 Upton Drive, Wilmington, MA 01887

**November 15, 2022**  
Course Dates  
**22-4509-136-226296**  
Certificate Number

**November 15, 2022**  
Examination Date  
**November 15, 2023**  
Expiration Date

*Jonathan Ellis*  
Training Director

16 Upton Drive, Wilmington, MA 01887 Telephone 978.658.5272 www.ieetrains.com

**INSTITUTE FOR ENVIRONMENTAL EDUCATION**



# Alchemy Lead Management

189 Kelley Street, Manchester, NH 03102  
(603) 867-8465  
info@nhlead.com

September 28, 2022

SLR International Corporation  
Associated Building Sciences Specialist.  
c/o Mr. Keith Allard  
2 Commerce Drive, Suite 11,  
Bedford, NH 03110.

**Re: Lead paint testing/inspections and monitoring services - proposal**

Alchemy Lead Management (Alchemy) hereby confirms the following:

- Alchemy has performed all contracts properly for all purchasers in a timely manner.
- Alchemy has made payment of all bills and fulfilled all of its obligations to clients, purchasers, subcontractors or employees.
- Alchemy is active in the System for Award Management (SAM.gov) with no adverse history.
- Alchemy Lead Management is owned by Debbie Valente and is registered as a woman-owned business enterprise with the System for Award Management (SAM.gov)

**Proposal**

**1. Name and Address:**

Prolific Property Management  
dba **Alchemy Lead Management**  
189 Kelley Street, Manchester, NH 03102  
(603) 867-8465  
info@nhlead.com

**2. Number of years in business, range of staff size and workload of the last year;**

Alchemy Lead Management has been providing Lead Inspection and Risk Assessment services in the State of New Hampshire for more than 13 years. In that time, Alchemy has become one of the pre-eminent lead service providers in the State. Alchemy owns three XRF instruments, thereby guaranteeing a project is never delayed as a result of equipment failure. We have a current staff complement of ten, which includes three licensed Risk Assessors, three licensed Lead Inspectors, three Data Capturers and an Office Manager. Over the past year, Alchemy has completed more than





104 lead inspection and risk assessments, however, the year has not just been about meeting our obligations but also about building a strong, versatile and reliable team of young professionals.

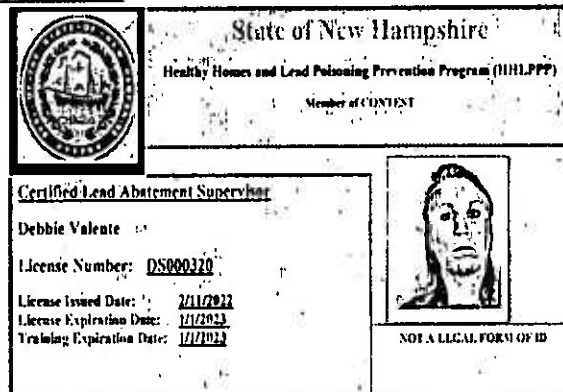
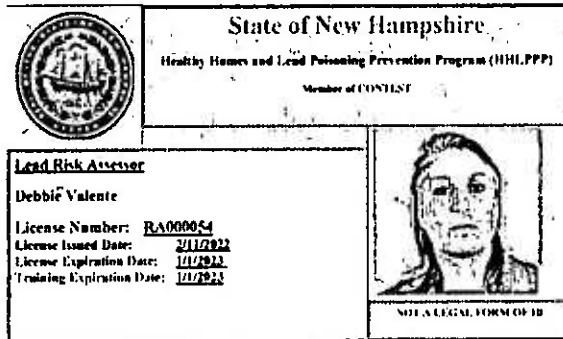
### 3. The abilities, qualifications, certifications, and experience of all “key” personnel:

#### Risk Assessor: Debbie-Ann Valente

Ms. Valente currently holds New Hampshire licensure as:

**Lead Inspector / Risk Assessor License # RA-54**

**Lead Abatement Contractor License # DC-301**



“Alchemy was fantastic to work with.... They went far beyond the call of duty to facilitate the success of my projects” ....  
Marcus - Property Owner

She has also completed the following courses:

Asbestos Contractor / Supervisor April 24, 2022

HUD approved Lead Safe Renovation Training Program

Lead Safety for Renovation, Repair, & Painting Train-the-Trainer Course

Healthy Homes Specialist Credential and HUD’s Visual Assessment Course for the Office of Healthy Homes and Lead Hazard Control.

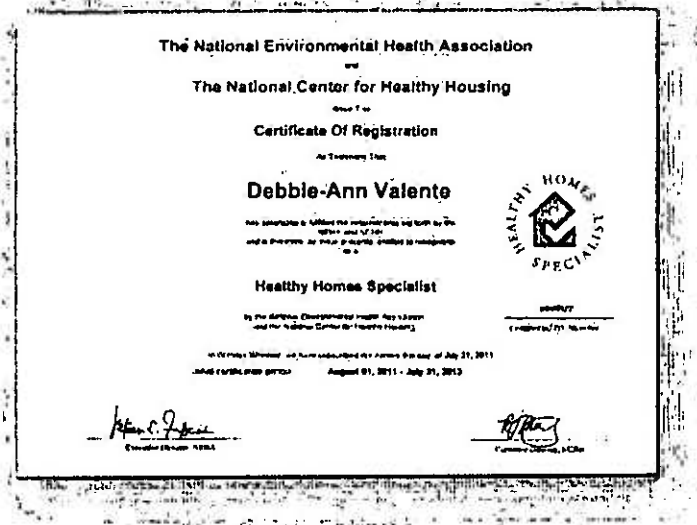


DOT Training Version 5.1 – Hazardous Material Transportation

Protect Instrument Radiation Safety Training & Haz-Mat Security Awareness course

Heuresis/Viken Corporation Radiation Safety Training course

Ms. Valente has also held licensure under ID number 9008177 as a Healthy Homes Specialist for the National Environmental Health Association (NEHA) and the National Center for Healthy Housing (NCHH).



Alchemy has attended many of the Healthy Homes conferences and is familiar with the State's One Touch program

When Alchemy offered EPA RRP Renovator (Initial and Refresher) & EPA Lead Dust Sampling Technician training classes, Ms. Valente was the Principal Instructor for Alchemy Lead Management.

At the present time, Ms. Valente is the Principal Instructor for Alchemy Lead Management to teach the following courses according to the requirements of the NH Revised Statutes Annotated and effective June 11<sup>th</sup>, 2020:

NH Lead Abatement Worker  
(Initial and Refresher)

NH Lead Abatement Supervisor  
(Initial and Refresher)

NH Lead Abatement Contractor  
(Initial and Refresher)

NH Risk Assessor / Lead Inspector  
(Initial and Refresher)

**“When it comes to teaching class, Alchemy brings the field into the classroom...Their class gives you all the training skills you need to pass a lead job the very first time...” - Contractor**

**“That was a Herculean task ... I think that is heroic and want to thank you ...” Rob Bowers, BM-CAP Director**





Lori A. Dolbin  
Commissioner  
Patrick M. Tibby  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC HEALTH SERVICES  
BUREAU OF PUBLIC HEALTH PROTECTION

20 HAZEN DRIVE, CONCORD, NH 03341  
603-771-4997 1-800-852-3345 Ext. 4697  
Fax: 603-771-3991 TDD Access: 1-800-736-1964  
www.dhhs.nh.gov

February 23, 2022

Debbie Valente  
Alchemy Lead Management  
189 Kelley Street,  
Manchester, NH 03102

Dear Debbie Valente:

The New Hampshire Department of Health and Human Services is pleased to inform you that your application to provide Lead Trainings for the State of New Hampshire has been approved for the following courses:

- Lead Abatement Worker, Supervisor and Contractor (initial and refresher)
- Lead Inspector and Risk Assessor (initial and refresher)

This provider license, TP900003, is valid from 1/1/2022 to 1/1/2023. You are responsible for contacting this office for your annual application at least 90 days prior to the expiration of this license.

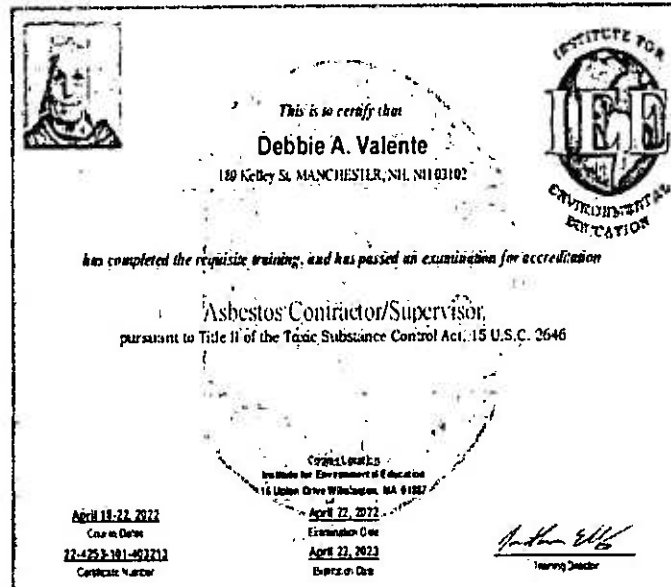
In order for this license to remain valid, you must be in compliance with the applicable rules of He-P 1600, RSA 130-A, the Federal Occupational Safety and Health Act of 1970 and USC Sec. 651.

Should you have any question please contact me at 800-852-3345, ext. 7011 (within NH) or on my mobile phone at 603-545-3203 or by e-mail at Michael.G.Doherty@dhhs.nh.gov.

Sincerely,

Michael G. Doherty, MSEM  
Environmental  
Healthy Homes and Lead Poisoning  
Prevention Program

Enclosure: Training Provider Certificate  
cc: Licensing File



The fact that Ms. Valente teaches NH risk assessors, lead inspectors, abatement contractors, supervisors and workers is testimony to her knowledge of NH's RSA 130-A and He-P 1600.

Ms. Valente is well respected within the industry and is regarded as one of the top Risk Assessors in the state. Ms. Valente's professionalism sets her apart from her competitors. Ms. Valente is the only Assessor in the State that utilizes a surface by surface testing protocol.

When choosing an Inspector for your program, it is important to determine whether that Inspector uses representative sampling methods or conducts a surface by surface investigation. As a property owner herself, Ms. Valente felt that an accurate determination of all components was vital to determining risk and assessing a plan to address lead based paint substances. It is for this reason that Alchemy Lead Management only conducts surface by surface inspections.

Ms. Valente is currently the President of the New Hampshire Property Owners Association. As such, Ms. Valente has direct access to hundreds of member landlords throughout the state. This access created a steady flow of dwellings for the Lead Programs in the past and will continue to do so in the future. The success of the program has also created an interest from a diverse set of landlords, including small and large property owners.

Ms. Valente was also appointed to the SB 247 Committee to change screening rates and lowering blood lead levels for children in NH. Ms. Valente was the only committee member to make every session of the committee over an 18-month period. The committee benefitted from the unique traits of a landlord with superior knowledge of the Lead laws and regulations.

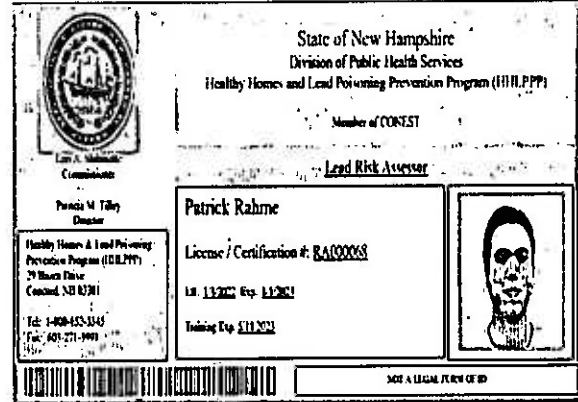
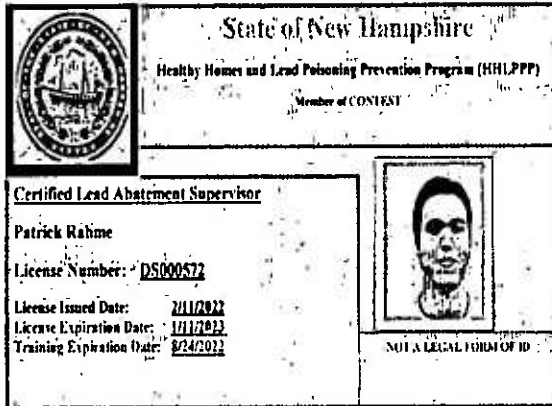


# Risk Assessor: Mr. Patrick Rahme

Mr. Rahme currently holds New Hampshire licensure as a:

**Lead Inspector / Risk Assessor License # RA-68**

**Lead Abatement Supervisor / Contractor - License # DS-572**



He has also completed the following courses:

Asbestos Contractor / Supervisor April 24, 2022

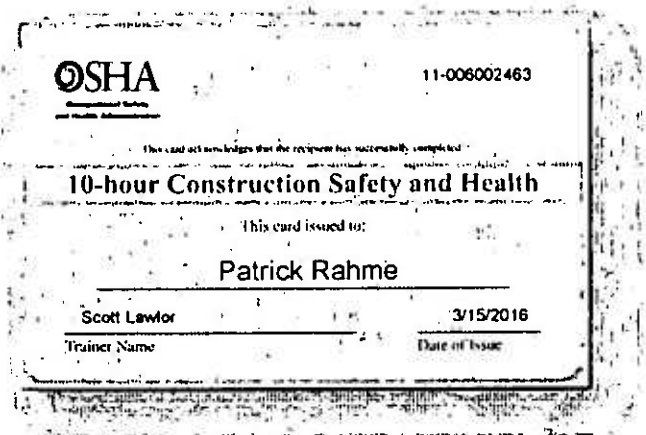
DOT Training Version 5.1 – Hazardous Material Transportation

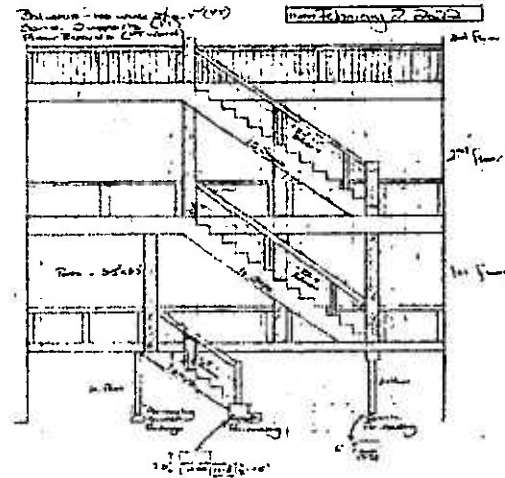
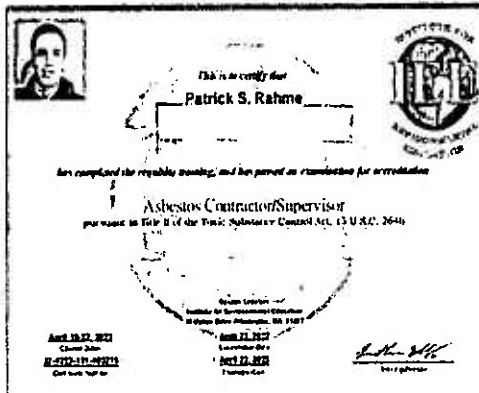
Protect Instrument Radiation Safety Training & Haz-Mat Security Awareness course

Heuresis/Viken Corporation Radiation Safety Training course

Lead Abatement Worker – DW-560 OSHA - 10hr Course

Before qualifying as a Risk Assessor, Mr. Rahme has been apprenticing as a Lead Inspector while providing data capturing services to Alchemy for more than six years. In this capacity, Mr. Rahme has been exposed to all facets of the program including lead inspections and lead clearances.





He is trained in Alchemy's proprietary inspection software and is responsible for the elaborate designs of the building floor plans that are unique to Alchemy Lead Managements inspection reports.

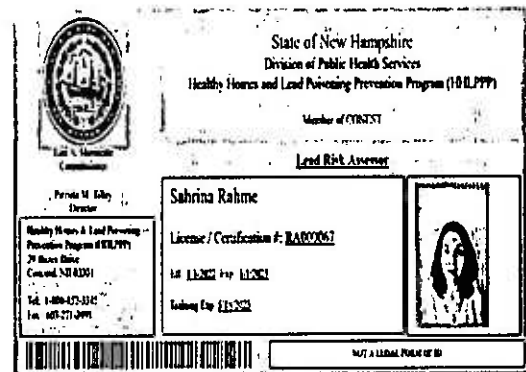
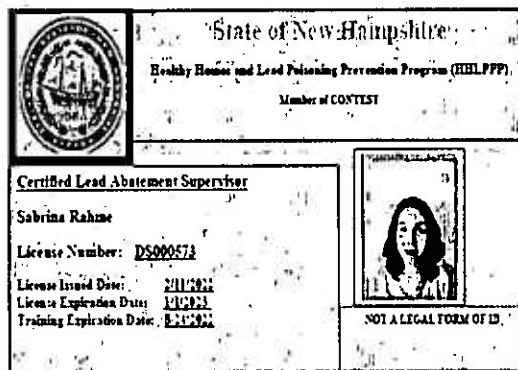
Mr. Rahme graduated from the Manchester School of Technology with a major in Carpentry. He is also OSHA certified which assists in the general training provided to contractors and workers in the lead abatement industry.

## Lead Risk Assessor: Sabrina Rahme

Ms. Rahme currently holds New Hampshire licensure as:

**Lead Inspector / Risk Assessor License # RA-67**

**Lead Abatement Supervisor / Contractor - License # DS-573**



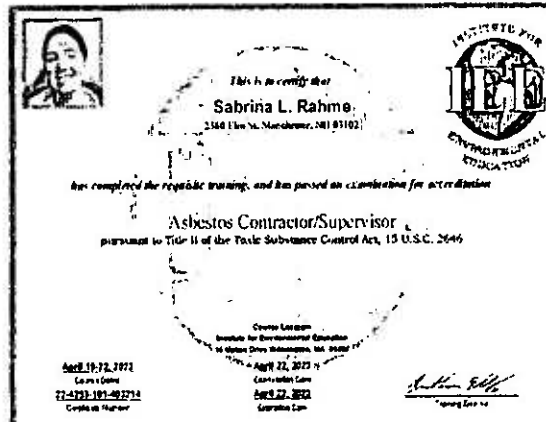
**She has also completed the following courses:**

Asbestos Contractor / Supervisor April 24, 2022

DOT Training Version 5.1 – Hazardous Material Transportation

Protect Instrument Radiation Safety Training & Haz-Mat Security Awareness course

Heuresis/Viken Corporation Radiation Safety Training course



Ms. Rahme is uniquely qualified to perform all aspects of the lead evaluation and lead clearance requirements specified.

She has been part of Alchemy’s Lead Apprentice Program since 2015 and has intricate knowledge of the reporting requirements, ensuring all of the Alchemy’s lead inspection and risk assessment reports adhere to the new regulations.

Ms. Rahme is responsible for interviewing the occupants of the buildings, not only to complete the HUD Questionnaire but also to make an informed and professional risk assessment of the property in relation to the building occupants. It is imperative a risk assessor complete this task, as in order to compile a meaningful and accurate risk assessment on a property, a risk assessor must perform an on-site investigation to determine the existence, nature, severity, and location of all lead exposure hazards, and prepare a report explaining the results of the investigation. In an endeavor to accomplish this in a professional manner, a risk assessor must also have intimate knowledge of the occupants usage patterns when interacting with any potential lead hazards.

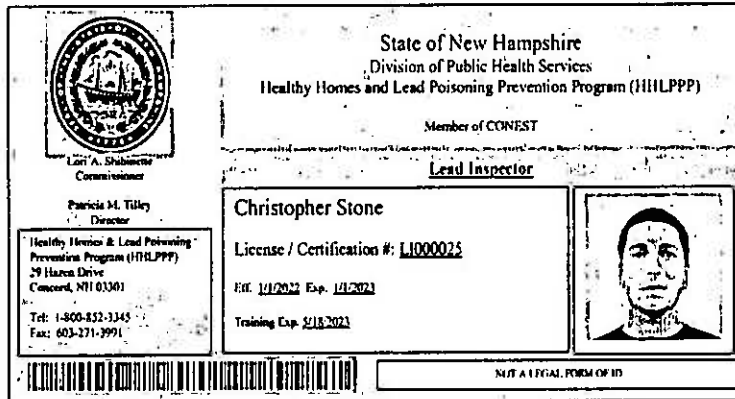
Ms. Rahme graduated from the Manchester School of Technology with honors. While working with Alchemy Lead Management, Ms. Rahme is pursuing a degree from UNH in environmental studies with the intention of completing an environmental law degree.



# Lead Inspector: Christopher Stone

Mr. Stone currently holds New Hampshire licensure as:

## Lead Inspector License #LI-25



He has also completed the following

courses:

DOT Training Version 5.1 – Hazardous Material Transportation

Lead Supervisor / Contractor course for which he held a Contractor's License.

Protect Instrument Radiation Safety Training & Haz-Mat Security Awareness course

Heuresis/Viken Corporation Radiation Safety Training course

Mr. Stone originally provided data capturing services to Alchemy for almost seven years. In this capacity, Mr. Stone attended more inspections than most

active lead inspectors. As a result, Mr. Stone became a lead inspector in June of 2017. It is through his expertise and efficiency that Alchemy has been able to compete on many lead program bids. This is testimony to his growing skills as a lead inspector.

**“Your inspectors are very well versed in the field and conducted themselves in a very professional manner. It was a pleasure to meet them”. – Kyle Professor SNHU**

Mr. Stone will continue to provide lead inspection services on Alchemy's behalf. He is an invaluable asset to our team as he has the unique instinct when looking for the not so obvious component that has the potential to become a hazard and endanger a child.

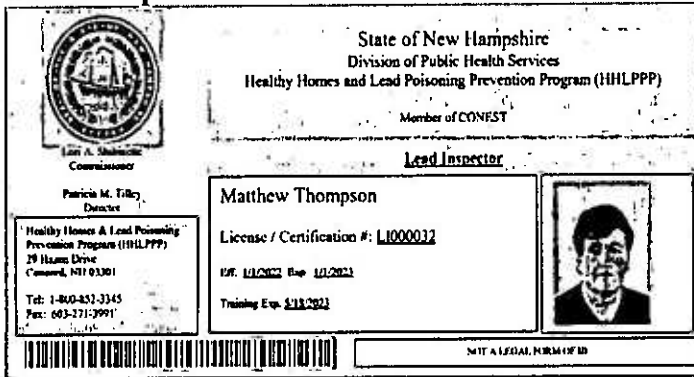
In addition, Mr. Stone has in the past held a lead contractor's license when he worked for JL Stone Inc. for a period of two years providing construction services.



# Lead Inspector: Matthew Thompson

Mr. Thompson currently holds New Hampshire licensure as:

## Lead Inspector License # LI-32



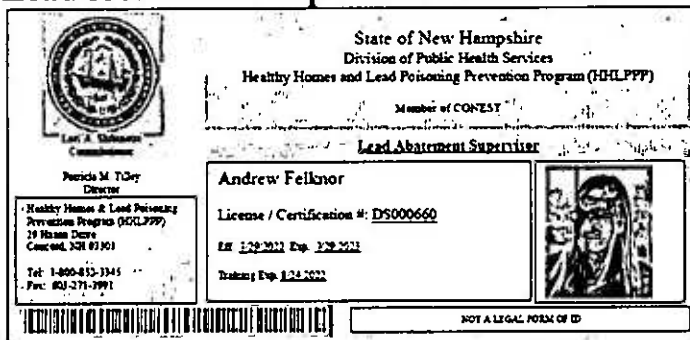
He has also completed the following courses:

DOT Training Version 5.1 – Hazardous Material Transportation  
Lead Supervisor / Contractor course – Exam scheduled with DHHS-HHLPPP.  
Heuresis/Viken Corporation Radiation Safety Training course  
Mr. Thompson graduated Manchester School of Technology with honors and with distinction. He has had the rare opportunity of assisting with the engineering and development of work-flow programs. He has been involved in software design for the service industry. He enjoys computer coding and programing. It is with his expertise and knowledge that Alchemy has been able to maintain and excel at producing computerized reports.

# Abatement Contractor: Andrew Felknor

Mr. Felknor currently holds New Hampshire licensure as:

## Lead Abatement Supervisor / Contractor - License # DS-660



He has also completed the following courses:  
DOT Training Version 5.1 – Hazardous Material Transportation  
Heuresis/Viken Corporation Radiation Safety Training course  
Mr. Felknor has complete the lea inspector's training course and is waiting to take the State exam.





## Data Capturer: Olivia Harding



NH Online Driver License Renewal



Temporary Proof of License

YOU MUST PRINT THIS RECEIPT  
KEEP IT ALONG WITH YOUR DRIVER LICENSE UNTIL YOU RECEIVE YOUR PERMANENT  
DRIVER LICENSE

This temporary proof of Driver License renewal expires in 60 days from the date of issuance. Your  
Permanent Driver License will be mailed to you. In the event that you are stopped by law enforcement,  
you will need to furnish this document along with your current Driver License.

Name on Driver License: OLIVIA GRACE HARDING  
Driver License Number: NH-17038845  
Renewal Identification Number: D022904901  
Exp. Date on Current Driver License: 07/01/2022  
Date Time of Issuance: 06/17/2022  
Classes of License: Operator (O)

Ms. Olivia Harding has recently completed the Lead Abatement Supervisor / Contractor and lead inspectors training courses. Ms. Harding is waiting to write DHHS's Exam.

She has also completed the Heuresis/Viken Corporation Radiation Safety Training course.

## Data Capturer: Aidan Durocher



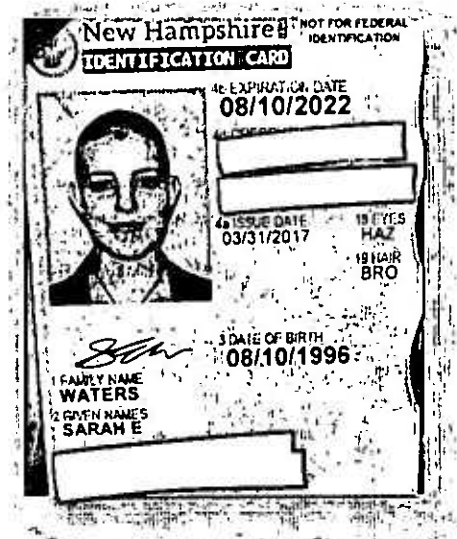
Mr. Durocher has completed the Lead Inspectors course – He has taken one of the two exams required to obtain the license. He is to schedule his follow-up exam date with DHHS-HHLPPP.

He has also completed the following courses:

DOT Training Version 5.1 – Hazardous Material Transportation.

Heuresis/Viken Corporation Radiation Safety Training course

## Office Manager: Sarah Waters



Ms. Waters has been with us since March of 2017. She has ensured the smooth operations of Alchemy behind the scenes. Her duties include, administering the correct office procedures associated with the processing of dust and soils samples to the laboratory. The appropriate handling of the three Xray Florescence Analyzers in terms of the NH Radiological Department safety requirements.

“Wicked good at what they do!...” – Tenant Alice





## Healthy Homes Specialist / Construction Manager: Steven Pomainville

Although Mr. Pomainville is highly qualified as a HH Specialist and Construction Manager, when he is not working in his skilled capacity, Mr. Pomainville is used as Alchemy's "Fall-Back" guy. Should a member of our team be unable to make it to work due to an illness etc. Mr. Pomainville is

willing and able to step in and assist at the eleventh hour.

Mr. Pomainville is a former Registered Nurse (RN). The medical skillset that he provides will set Alchemy apart from other companies providing this type of service. Mr. Pomainville's medical background will greatly enhance the Healthy Homes investigation process. He has provided Home care administration, Home clinical services, Emergency and Hospice services for more than a decade. Mr. Pomainville also served honorably during his twelve-year service as an active and non-active Army Nurse. He was honorably discharged with a rank of Captain.

In addition to his medical experience, Mr. Pomainville also worked for Hillman Construction in Vermont. Hillman Construction is located in Salisbury, Vermont. This organization primarily operates in the Single-family Housing Construction business / industry within the Construction - General Contractors & Operative Builders sector. This organization has been operating for approximately 10 years. Mr. Pomainville worked as a general contractor and performed exceptionally well in that role.

### **Quick Facts:**

#### **Abilities, Qualifications, Certifications**

- *Licensed Lead Risk Assessors*
- *Licensed Lead Inspectors*
- *Licensed Abatement Supervisor/Contractors*
- *Certified Abatement & Lead inspector / Risk Assessor Trainers*
- *Healthy Homes Specialists*

**"Every contractor agrees, ...Alchemy shows up either the same day or the very next day after they are called....This consideration helps keep project cost down and this savings we are then able to pass onto the programs when we bid." - Contractor**



#### 4. Experience providing services similar in scope, size, and/or discipline to the required services:

Alchemy has provided services on a range of property sizes, ranging from single family homes to 200 unit multi-family properties for both private individuals and grant programs. We have provided lead paint inspection, risk assessment and clearance examination services to the City of Nashua's Lead Program since 2010. Alchemy has also provided lead paint inspection, risk assessment and clearance examination services to the City of Manchester's Lead Program since 2012.

Some projects Alchemy has successfully completed over a 3 year period under the Nashua's Lead Program include but are not limited to;

85 Ash St. Nashua NH	10 Beech St. Nashua NH
125 Walnut St. Nashua NH	25 Bell St. Nashua NH
58 Kinsley St. Nashua NH	40 Lock St. Nashua NH
17 Amherst St. Nashua NH	58 Walnut St. Nashua NH
58 Temple St. Nashua NH	96 Vine St. Nashua NH
12 Van Buren. Nashua NH	48 Newbury St. Nashua NH
9 Amory St. Nashua NH	75 Vine St. Nashua NH
56 Burke St. Nashua NH	244 Lake St. Nashua NH
24 Auburn St. Nashua NH	16 Lake St. Nashua NH
5 Wilder St. Nashua NH	26 Hanover St. Nashua NH
68 Ash St. Nashua NH	24 Granite St. Nashua NH
108 Ash St. Nashua NH	5 Grand Ave. Nashua NH
190 Ash St. Nashua NH	30 Front St. Nashua NH
105 Allds St. Nashua NH	11 Atwood St. Nashua NH
48 Central St. Nashua NH	75 Arlington St. Nashua NH
7 Merrimack St. Nashua NH	15 Amory St. Nashua NH
160 Chestnut St. Nashua NH	21 Amory St. Nashua NH
55 Chestnut St. Nashua NH	10 Amory St. Nashua NH
14 E. Pearl St. Nashua NH	4 Arlington St. Nashua NH
66 Gillis St. Nashua NH	149 Chestnut St. Nashua NH
26 Cedar St. Nashua NH	63 Vine St. Nashua NH
66 Gilman St. Nashua NH	56 Whitney St. Nashua NH
5 Hanover St. Nashua NH	98 Chandler St. Nashua NH
4 Holman St. Nashua NH	11 Norton St. Nashua NH
25 Granite St. Nashua NH	2 Chase St. Nashua NH
7 Beacon St. Nashua NH	11 Eaton St. Nashua NH
90 Bowers St. Nashua NH	44 Kinsley St. Nashua NH
4 Foundry St. Nashua NH	12 Abbott St. Nashua NH
89 Palm St. Nashua NH	40 Palm St. Nashua NH
8 Parkinson Ct. Nashua NH	4 Stevens St. Nashua NH
115 Tolles St. Nashua NH	89 New Dunstable Rd. Nashua NH



Alchemy has successfully completed numerous projects for the City of Manchester's Lead Program over a 3 year period. These include but are not limited to:

269 Cedar St. Manchester NH	250 Massabesic St. Manchester NH
401 Central St. Manchester NH	19 Parker St. Manchester NH
408 Rimmon St. Manchester NH	19 Merrow St. Manchester NH
275 Spruce St. Manchester NH	10 Cartier St. Manchester NH
53 Walker St. Manchester NH	731 Beech St. Manchester NH
52 Blodget St. Manchester NH	590 Beech St. Manchester NH
179 Winter St. Manchester NH	404 Laurel St. Manchester NH
458 Granite St. Manchester NH	104 Orange St. Manchester NH
678 Auburn St. Manchester NH	106 School St. Manchester NH
238 Youville St. Manchester NH	182 Notre Dame Ave. Manchester NH
226 Merrimack St. Manchester NH	130 Spruce St. Manchester NH
74 Canton St. Manchester NH	337 Wilson St. Manchester NH
23 Dutton St. Manchester NH	355 Concord St. Manchester NH
72 Prospect St. Manchester NH	279 Silver St. Manchester NH
343 Manchester St. Manchester NH	188 Wilson St. Manchester NH
179 Pine St. Manchester NH	11 3rd St. Manchester NH
350 Bartlett St. Manchester NH	161 Rosedale Ave. Manchester NH
396 Lake Ave. Manchester NH	240 Jewett St. Manchester NH
16 Hevey St. Manchester NH	666 Maple St. Manchester NH
47 High St. Manchester NH	658 Maple St. Manchester NH
251 W. Hancock St. Manchester NH	23 Arlington St. Manchester NH
389 Union St. Manchester NH	360 Cedar St. Manchester NH
327 Orange St. Manchester NH	79 Prospect St. Manchester NH
664 Maple St. Manchester NH	39 Erie St. Manchester NH
350 Hanover St. Manchester NH	420 Maple St. Manchester NH
715 Union St. Manchester NH	156 Cypress St. Manchester NH
456 Cartier St. Manchester NH	44 West St. Manchester NH
271 W. Hancock St. Manchester NH	397 Amherst St. Manchester NH
413 Manchester St. Manchester NH	385 Belmont St. Manchester NH
244 Cedar St. Manchester NH	387 Central St. Manchester NH

**“Unlike most other inspectors, Alchemy will use a ladder for hard to reach places, rather than just calling it lead-based paint...” Owner Arthur**



Alchemy has performed numerous **private Lead Inspection/Risk Assessment /Clearance Inspection** services over a 3 year period. By way of example, a list of some of the property locations are listed below. Regrettably, due to privacy issues, specific addresses have not been disclosed. Should LP&HH require more information, Alchemy will request the property owners permission to disclose the actual addresses.

XX Summers St. Concord NH	XX Prospect St. Manchester NH
XX School St. Laconia NH	XX Highlands Ave. Franklin NH
XXX Ash St. Manchester NH	XX N. Main St. Newmarket NH
XX Court St. Laconia NH	XX Maple St. Concord NH
XX Pleasant St. Hinsdale NH	XX Grove St. Antrim NH
XX Union St. Littleton NH	XX Taylor St. Keene NH
XX Walnut St. Nashua NH	XX S. Spring St. Concord NH
XX N. Spring St. Concord NH	XX Academy St. Laconia NH
XX Dubuque St. Manchester NH	XX Spruce St. Manchester NH
XX Boynton St. Manchester NH	XX Dane St. Nashua NH
XX Webster St. Hudson NH	XX Webster St. Hudson NH
XX Mammoth Rd. Manchester NH	XX Main St. Hampstead NH
XX Greenwood Ct. Manchester NH	XX Lake St. Nashua NH
XX Granite Lake. Munsonville NH	XX Shaw Rd. Concord NH
XX Prospect St. Manchester NH	XX Old Wilton Rd. Mont Vernon NH
XX Peter Rd. Merrimack NH	XX East Side Dr. Alton Bay NH
XX Windsor Dr. Amherst NH	XX Main St. Somersworth NH
XX Delaware St. Manchester NH	XX Elm St. Manchester NH
XX Cedar St. Manchester NH	XX N. Bay Street. Manchester NH
XX Laurel St. Manchester NH	XX N. State St. Concord NH
XX Liberty St. Concord NH	XX Cartier St. Manchester NH
XX Elm St. Manchester NH	XX Farrington Circle Rd. Hopkinton NH
XX Sapling Circle. Nashua, NH	XX Winter St. Laconia NH
XX Mulberry St. Nashua NH	XX Gates St. Manchester NH
XX Main St. Antrim NH	XX Main St. Antrim NH
XX Shadow Lane, Peterborough NH	XX High St. Peterborough NH
XX Church St. Peterborough	XX Central St. Manchester NH
XX Spruce St. Manchester NH	XX B St. Hampton NH
XX Paige St. Nashua NH	XX Kempton Rd. Swanzey NH
XX Dearborn St. Milford NH	XX Amherst St. Nashua NH
XX Prospect St. Milford NH	XX Cedar St. Tilton NH
XX Chester Turnpike. Allenstown NH	XX Park Ridge. Concord NH
XX Elm St. Keene NH	XX Richmond Rd. Winchester NH
XX Rollins St. Concord NH	XX Washington St. Laconia NH
XX Michaels Way. Laconia NH	XX Layford St. Laconia NH
XX Morrill Rd. Canterbury NH	XX Pear St. Laconia NH
XX Pine St. Laconia NH	XX S. Main St. Troy NH



Alchemy has provided Lead Inspection / Risk Assessments at countless other properties throughout the state of New Hampshire, including full inspection, assessment and clearances for the following clients:

- City of Berlin through New England Family Housing partnership; (More than 70 units inspected and cleared)
- Southern New Hampshire Services, Inc. (Hillsborough County); (More than 50 units inspected and cleared)
- Community Action Program Belknap-Merrimack Counties, Inc.; (More than 50 units inspected and cleared)

**Quick Facts:**  
**Similar Contracts in scope and size**

- *More than 640 Inspections completed over the past 3 years*
- *Alchemy withstood the ultimate test of a small business in the past year. Despite facing seemingly overwhelming challenges, we were able to adapt and honor all undertakings and obligations.*
- *The only Risk Assessor appointed to all three federal grant programs – Nashua, NHHFA and Manchester*

**5. A plan giving as much detail as is practical explaining, how the requirements will be accomplished and how the work will be performed**

**Scope of Work:**

**1.1 Regulations:**

Alchemy completes all inspections, testing and sampling following all the correct protocols. We make sure we comply with all applicable federal, state and local laws, rules, regulations and guidelines; including Title X Section 1011, the current HUD Guidelines, The City of Nashua's LP&HH Program Policy, OSHA 29 CFR 1926, Construction Industry Standards; 24 CFR Part 35, U.S. Department of Housing and Urban Development's Lead-Based Paint Poisoning Prevention in Certain Residential Structures; 40 CFR Part 745, Environmental Protection Agency's Lead Hazard Standards Rule; including the New Hampshire's RSA 130A and the NH Code of Administrative Rules, Chapter He-P 1600, as Annotated. In situations where the regulations differ, Alchemy applies the more stringent standard.

**1.2 Licensure:**

Alchemy conducts all activities using qualified and licensed personnel. All inspections and risk assessors are trained to perform the activities according to all applicable federal, state and local requirements. Debbie Valente – Risk Assessor; Patrick Rahme – Risk Assessor; Sabrina Rahme –



Risk Assessor; Christopher Stone – Lead Inspector; Matthew Thompson – Lead Inspector; Justin Mullet – Lead Inspector.

Alchemy Lead is active in the System for Award Management (SAM.gov) with no adverse history.

### **1.3 Scheduling:**

Due to the number of lead inspectors and risk assessors on Alchemy's team, scheduling a lead inspection and risk assessment within a 24 hour period following notification, is a norm. Should an inspection have to be completed within an urgent time-frame Alchemy is always able to adapt its schedule to accommodate urgent or delayed inspections. As scheduling demands have yet to be a challenge for Alchemy.

### **1.4 Laboratory Analysis:**

Alchemy only uses EPA accredited laboratories. Alchemy regularly makes use of the following laboratories. Which one specifically, is reliant upon the service required by Alchemy.

Primary Lab - Schneider Laboratories Global, Inc.  
2512 West Cary Street, Richmond, VA 23220-5117 Tel. (804) 353-6778  
AIHA Laboratory Accreditation Number: # 100527

Secondary Lab -  
ProScience Analytical Services, Inc.  
22 Cummings Park, Woburn, MA 01801 Tel. (781) 935-3212  
AIHA Lab Accreditation Number: #102754

Water Sampling Lab –  
Nelson Analytical LLC  
490 E Industrial Park Drive, Manchester, NH 03109 Tel. (603) 622-0200  
AIHA Lab Accreditation Number: # 100520

### **1.5 Reporting:**

Alchemy's licensed risk assessors perform all the combination lead-based paint inspections/risk assessments, requested. Alchemy has three XRF analyzers and utilizes them when performing any lead inspection. We understand, all interior and exterior coated components and surfaces are to be tested in order to satisfy and be in compliance with all applicable local, state and federal rules and guidelines.

Our inspection report will identify all lead-based paint found during the inspection, with a detailed presentation of the lead levels encountered. Alchemy's report is customized to each dwelling tested. Alchemy does not utilize our competitors' pre-printed reports. These pre-printed reports do not provide sufficient clarity for contractors and subsequently home owners and dwelling occupants. By way of example, there is no requirements or identification of two major exterior components, fascia and soffit, on the standard pre-printed lead inspection / risk assessment form used by most lead inspector / risk assessors. This is a huge component that will result in either a loss to the ill-informed contractor or an added hidden cost to a property owner.



The purpose of any lead inspection is to identify lead based paint components. These components then may or may not be addressed during the program's abatement. Some intact lead surfaces do not qualify as hazards and are generally not addressed other than through in place management.

The often forgotten purpose of a lead inspection is to make full disclosure to the current or future occupants of the respective dwellings of lead based components still in the premises. Pre-printed forms are difficult enough for experienced and licensed abatement contractors to understand. For occupants, these forms are near impossible to understand. The problem is further exacerbated by hand-written recordings and notes on these pre-printed forms. The difference between Alchemy's report and our competitors is best illustrated by the pictures below:

Alchemy's computer generated report:

Our competitors' pre-printed form:

**Alchemy Lead Management**  
 Superior & Sub Associates, 20 Wilson, Lincoln, N.E. 68503  
 2000 Lead Inspection & Risk Assessment  
 Date of Inspection: May 24, 2012  
 Property Address: 214 Cedar Street, Lincoln, N.E. 68503  
 Client: Mr. James Kelly  
 Client's Address: 214 Cedar Street, Lincoln, N.E. 68503  
 Inspector: Mr. James Kelly  
 In accordance: Mr. James Kelly & Steve (Alchemy Lead Management)

Room	Area	Substrate	Component	Substrate	Pb Result	Condition	Abatement Type
Kitchen	Cabinets	Upper	Wood	Paint	NP	Good	None
		Lower	Wood	Paint	NP	Good	None
		Upper	Wood	Paint	NP	Good	None
		Lower	Wood	Paint	NP	Good	None
		Upper	Wood	Paint	NP	Good	None
		Lower	Wood	Paint	NP	Good	None
		Upper	Wood	Paint	NP	Good	None
		Lower	Wood	Paint	NP	Good	None
		Upper	Wood	Paint	NP	Good	None
		Lower	Wood	Paint	NP	Good	None
Bathroom	Cabinets	Upper	Wood	Paint	NP	Good	None
		Lower	Wood	Paint	NP	Good	None
		Upper	Wood	Paint	NP	Good	None
		Lower	Wood	Paint	NP	Good	None
		Upper	Wood	Paint	NP	Good	None
		Lower	Wood	Paint	NP	Good	None
		Upper	Wood	Paint	NP	Good	None
		Lower	Wood	Paint	NP	Good	None
		Upper	Wood	Paint	NP	Good	None
		Lower	Wood	Paint	NP	Good	None

Area # 1 Kitchen  Entry  Bath

Side	Surface	PB	LC	Lead	Comments
A	Wall	0.0	SH		
B	Wall	0.0	SH		
C	Wall	0.0	SH		
D	Wall	0.0	SH		
	Chair Rail				
	Baseboard	NP	YN		
	Door	0.1	PN		
	Count	0.1	WJ		
	Door Jamb	0.1	WJ		
	Threshold	0.1	WJ		
	Window Sill	0.1	WJ		
	Appl	0.1	WJ		
	Casing				
	Stair				
	W. Bath	NP	YN		
	Ext. BR/PB				
	Ext. Sash				
A	Upper Cabinets	0.0	WJ	V	
	Wall	NP	YN		
	Shakes	NP	PN		
A	Lower Cabinets	0.0	WJ	V	
	Wall	0.0	SH		
	Shakes	NP	PN		
	Drawers	0.0	WJ	V	
	Floor	NP	YN		
	Casing	0.1	SH		
C	Wall Unit	0.4			

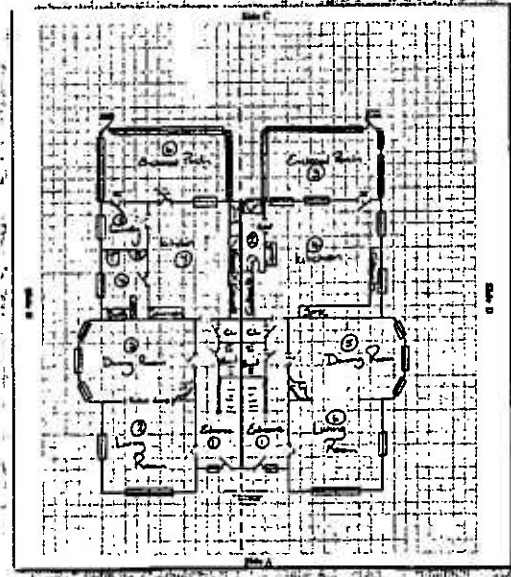
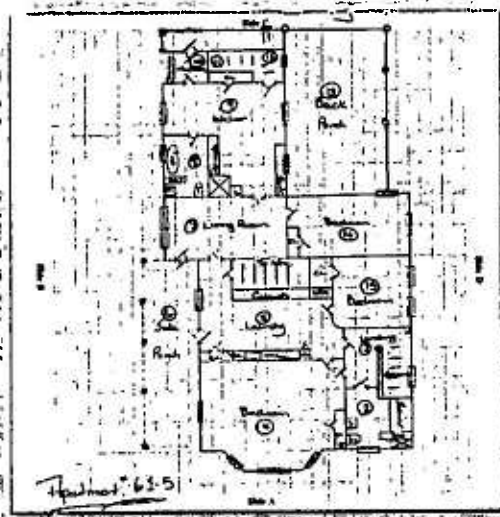
The difference in reporting standard is most evident when comparing Alchemy's detailed drawings with the box line drawings of our competitors. Alchemy's drawings show actual components to ensure that contractors and occupants are able to fully understand which components are identified as lead paint containing. The number of windows and doors are clearly illustrated for easy identification.

"I have had the opportunity to work off both Alchemy's inspection report and the industry standard inspection report, on the same project. Alchemy's report is detailed and easy to follow. The industry standard report is a sloppy check-list were things are readily missed." - Property Owner

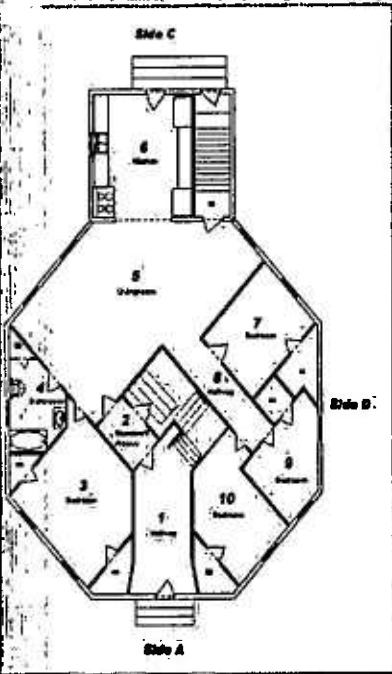
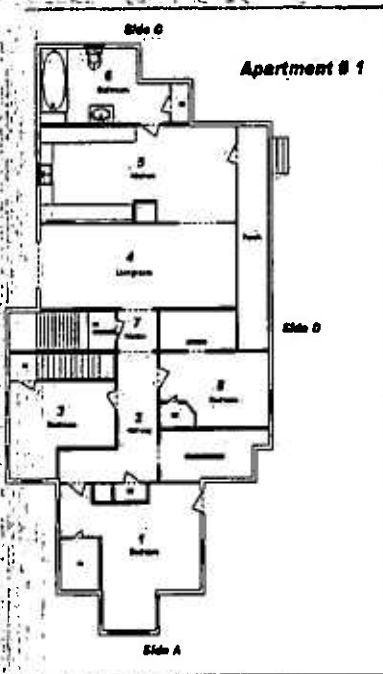
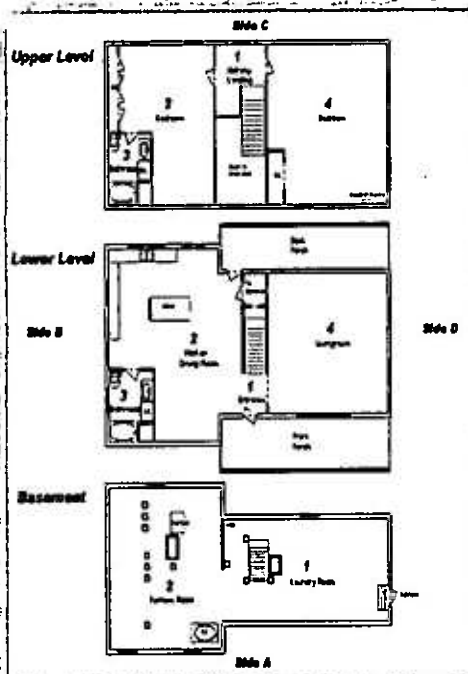




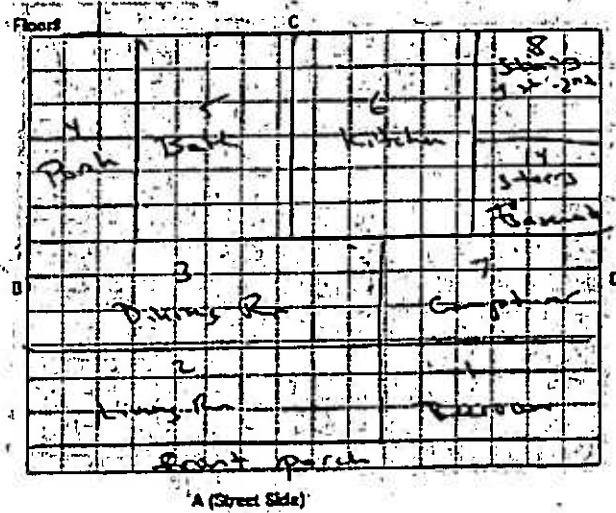
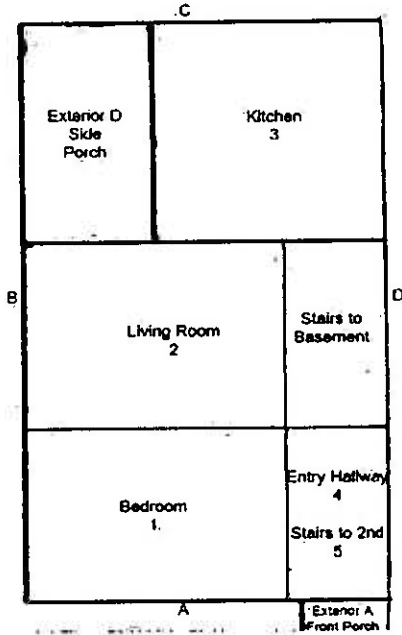
**Alchemy's free-hand drawings:**



**Alchemy's computer drawings:**



Our competitor's free-hand drawing:



Our competitor's computer drawing

1.6 Clearances:

When performing clearance inspections, Alchemy makes certain clearance inspections are done in compliance with all applicable local, state and federal rules and guidelines. Our New Hampshire licensed risk assessors perform clearance inspections following the completion of lead hazard reduction activities as detailed in the scope of work.

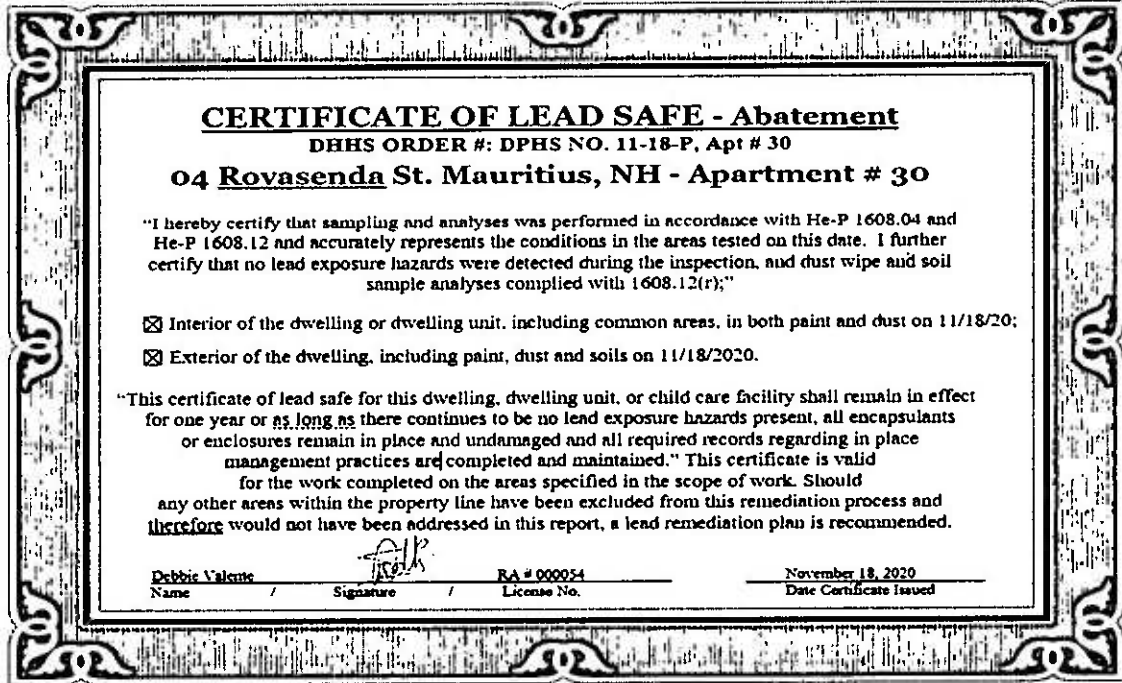
Alchemy understands the importance of making this process as smooth and as fast as possible. It is for this reason; Alchemy has all clearance wipes processed on the same day they are received by the laboratory. This quick turn-around time allows for a shorter work interruption period as well as a report completion time of less than 10 days.

**"Alchemy's drawings have no equal in the lead industry. Projects are now easier to bid and easier to understand. Even the doors swing the right way, so we can see where the friction impact part of the door is" - Abatement Contractor**



**1.7 Clearances – After Failure:**

Alchemy is religious about expediting the failed wipe process. Generally, Alchemy takes the re-wipes within 12 hours of the notification of the failed wipes. We have procedures in place to accommodate “Same Day” analysis, should the need arise.



**“We cannot compete with your work product. Please can you dumb it down a bit? You are making us look bad” - Our competitors**

All thresholds will be commensurate with requirements necessary to obtain a DHHS Certificate of Lead Safe.

All certificates issued by Alchemy conform with all regulations and requirements.

Alchemy will prepare inspection and abatement reports following HUD and DHHS requirements and regulations (using the stricter of the two). Dangerous levels of lead will be defined using the HUD standard of 1.0 mg/cm<sup>2</sup> using the XRF, and the current EPA/HUD dust wipe protocol and levels.



**Quick Facts:**

**How the requirements will be accomplished  
and how the work will be performed**

- *Licensed Lead Inspectors and Risk Assessor*
- *Strict adherence to all laws, regulations and guidelines*
- *Results and reports within 10 days*
- *Next day results for dust and soil sampling*
- *Customized reports*
- *CAD quality drawings*
- *Strict compliance with testing and sampling protocols*
- *Professional working relationships with all abatement contractors*
- *Efficient and accurate work product achieved consistently*
- *Healthy Homes Specialist*
- *No change orders for the client*

**Alchemy Lead Management has consistently provided  
Inspection and Clearance services in a timely manner**

**6. Other relevant information at proposer's option. This may include management techniques, cost control methods and experience, cost estimating track record, and schedule compliance;**

**Cost estimating track record:**

Alchemy Lead Management started participating in the Nashua Lead Grant Program in late May of 2010. As the program had already started, Alchemy did not participate in earlier bidding opportunities. After that date, Alchemy was successful in providing the lowest bid on more than 50% of all projects bid on.

**Alchemy Lead Management has always  
provided professional & accurate  
Inspection and Clearance reports, that  
way keeping "change orders" to a  
minimum.**

In 2012, Alchemy was one of two Risk Assessors selected to conduct Inspection, Assessment and Clearance services for the City of Nashua.

From 2012 through 2014, Alchemy was the successful

bidder in more than 70% of the Inspection, Assessment and Clearance service contracts for the City of Manchester's Lead Program. This program required separate bidding on each project undertaken by the City. Alchemy consistently outbid and outperformed its competitors.



Since then, Alchemy has had the privilege of being appointed the sole Lead Inspectors / Risk Assessors for both the City of Nashua's and Manchester's Lead Program.

The success of our bidding process indicated that Alchemy provided its services at a competitive rate with a proven cost estimating track record.

### **Schedule Compliance:**

Alchemy has met all Nashua and Manchester program schedule deadlines to ensure:

- Prompt and efficient initial inspection and assessment services, including owner and occupant liaison. Owners and occupants were contacted timeously to ensure smooth delivery of service without disrupting the daily routine of the owner or occupants.
- All "next day" dust wipe results were delivered through e-mail to the program and the project contractor.
- All same day dust wipe results were delivered to the lab before 11am to ensure same day results.
- All initial inspection reports were completed and sent by e-mail to the program within 5 days after completion of the inspection.
- All clearance reports were completed within 48 hours of final clearance results.

In 2018 tragedy hit our small business, nevertheless, Alchemy did not falter in its duty to its clients. Both the Manchester and Nashua Lead Grant Programs met and, in some cases, exceeded their benchmarks. The Manchester Grant Program was scheduled to meet all benchmarks one year earlier than anticipated before COVID-19 struck. Even though Covid-19 has slowed our pace, it has in no way crippled us. The Manchester program is still meeting and exceeding all benchmarks.

### **Added Value:**

What is "added value"? Added Value refers to "extra" features of an item of interest (product, service, person etc.) that go beyond the standard expectations and provide something "more" while adding little or nothing to its cost. Alchemy provides practical, real-world solutions to the management of lead based paint components and hazards. By providing an efficient and effective service, Alchemy enables better service delivery by other entities as well. An effective lead program supports broader State and Federal goals. As explained above, Alchemy's ability to provide a professional and easy to understand report, allows future outreach and education. It is imperative that the end-product which ends up in the hands of future owners or occupants is a readable and understandable product.

The goal of any program is not merely to identify and then abate only the hazards identified. It is a long term goal of addressing immediate hazards while creating a method for ensuring that the remaining lead components do not become hazards at a later date. This latter goal can only be achieved if owners and occupants are fully informed and given the right tools to maintain their dwellings.

**"If a report is not easy to understand and interpret, it tends to be ignored."**



It is commonly known within the lead industry that an abated building is not the same as a lead free building. However, it is also commonly believed by property owners and tenants that once a building is abated, all the lead is gone. Alchemy's clearance report achieves this long term goal by indicating what was done with each lead component identified, not just the hazards.

Alchemy was instrumental in the adoption of encapsulants as a viable abatement method in the Manchester Program. In the past, encapsulation was generally ignored as it was generally misunderstood and incorrectly implemented. In response to this, Alchemy produced the "Encapsulation Guide" to draw together all the ASTM standards and application protocols in one easy to understand document. The success of encapsulant relies on proper substrate testing and preparation, proper application and proper documentation. A copy of the document is available for review if required. Alchemy's Encapsulation Form was so detailed and comprehensive; it was adopted by the State of New Hampshire's DHHS as the state-wide standard for all abatement projects.

Alchemy Lead Management provides one of the most comprehensive informational sites on lead paint testing at [www.nhlead.com](http://www.nhlead.com). Most of the information about Alchemy Lead Management is available on the website.

Alchemy Lead Management is owned by Debbie Valente. As a woman owned business, Ms.

**Alchemy's Encapsulation Form is adopted by the State as the industry standard in 2015**

Valente has provided a higher standard of service to set herself and Alchemy apart from her competitors. Alchemy is not WBE certified at this time.

Another form of "added value" would be the fact that Alchemy tries to go above and beyond to ensure their clients do not violate any State or Federal laws, when dealing with lead-based paint issues.

In June 2020, HHLPPP changed the state rules governing the lead-based paint industry. **One of these changes forces every grant program in the state to unknowingly violate the He-P 1600 and by extension, the RSA 130-A.**

With the current rules, **each and every time a grant program displaces a tenant out of their home and then after abating their unit, relocates the tenant back into their home, without receiving a full clearance of the ENTIRE PROPERTY, including all interiors, all common areas, all exteriors, all outbuildings and all soil, the program would be contravening NH law.**



He-P 1608.13 (a) When lead hazard reduction work has been performed and the {paraphrasing} .... occupants have been relocated for the duration of the work, the dwelling unit, **shall not be re-occupied until** a risk assessment or clearance inspection has been completed and it has been determined that no lead-based paint hazards or lead exposure hazards, including but not limited to **paint, dust, and soil** are present, **the licensed risk assessor shall issue a certificate of lead safe....”**

Despite raising Alchemy’s concerns in as many JLCAR hearings as the committee would allow, Alchemy’s concerns were not heard.

Alchemy was left with no other option, other than to file a variance, requesting the law not apply to any properties which receive a lead clearance certificate from Alchemy Lead Management

**Reason for requesting the variance:**

It is unreasonable to expect a tenant not to be able to return to their home or a new tenant not to be able to occupy a cleared unit, until all aspects of a lead remediation project has received clearance.

Our request was granted! Two months after our variance was filed, HHLPPP responded.....

The HHLPPP has re-read He-P 1608.13(a)(2) and is in agreement that this section of the rules needs to be clarified. The HHLPPP has contacted the DHHS Office of Legal and Regulatory Services to discuss next steps in making clarifications or edits to the rules. The intent is to allow tenants to re-occupy a dwelling unit after the interior of the unit, a minimum of dust clearance on the interior common areas associated with that unit, and they have safe means of access and egress. The intent of this section of the rule is not to prohibit re-occupancy until the entire project is complete.

Although it is comforting, to know the written word is not what HHLPPP had intended, this is of little help to anyone exposed to any legal liability for contravening this rule. Even though the new He-P 1600 has insulated Alchemy from being responsible in any way for any contravention of this rule, Alchemy took it upon itself to protect its clients.

Alchemy’s efforts are indicative of our commitment to insulate our clients from unintended consequences. We make every effort to question and challenge every situation which may at the time seem harmless, but later expose one to considerable liability.

**Other inspection reports contain substantive omissions. Alchemy’s reports have precision and detail, which are essential elements in any comprehensive report. – Elise Forensic Consultants**



# 7. Evidence of the types and levels of insurance carried by proposer; Professional Liability insurance is required;

Professional Liability: \$1,000,000; including occurrence based errors and omissions covering lead inspection and consulting activities.

	<b>CERTIFICATE OF LIABILITY INSURANCE</b>	PROLPRO-01	NSMITH			
		DATE (MM/DD/YYYY) 3/9/2022				
<p><b>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS TO 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.</b></p>						
<p><b>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).</b></p>						
<p><b>PRODUCER</b> Alliant Insurance Services, Inc. 4330 Walnut Rd Ste 200 Chantilly, VA 20151-2225</p>	<p><b>CONTACT Lina Milliron</b> Phone: (703) 847-5774 FAX: (703) 563-1510 Email: lina.milliron@alliant.com</p>					
<b>INSURER AFFORDING COVERAGE</b>						
<b>INSURED</b>		<b>INSURER A:</b>	<b>NAIC #:</b>			
Proffig Property Management LLC dba Alchemy Lead Management 183 Kelley St Manchester, NH 03102		Lloyd's of London	00000			
		<b>INSURER B:</b>				
		<b>INSURER C:</b>				
		<b>INSURER D:</b>				
		<b>INSURER E:</b>				
		<b>INSURER F:</b>				
<b>COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:</b>						
<p><b>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.</b></p>						
<b>INSTR</b>	<b>TYPE OF INSURANCE</b>	<b>ADDL. BLDG. INFO</b>	<b>POLICY NUMBER</b>	<b>POLICY EFF. DATE (MM/DD/YYYY)</b>	<b>POLICY EXP. DATE (MM/DD/YYYY)</b>	<b>LIMITS</b>
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> EACH ACCIDENT <input type="checkbox"/> LOC <input type="checkbox"/> COVER					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (PER OCCURRENCE) \$ MED EXP (PER ACCIDENT) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMMODITY \$ \$
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> LIEN AUTOS ONLY <input type="checkbox"/> NONSCHEDULED AUTOS ONLY					COMBINED SINGLE LIMIT (PER ACCIDENT) \$ BODILY INJURY (PER ACCIDENT) \$ BODILY INJURY (PER PERSON) \$ PROPERTY DAMAGE (PER ACCIDENT) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/SHAREHOLDER EXCLUDED? (Necessary in NH) If yes, describe under DESCRIPTION OF OPERATIONS/LOCATIONS	Y/N	N/A			PER STATUTE \$ PER \$ \$1. EACH ACCIDENT \$ \$1.05 PER \$1.00 EMPLOYEE \$ \$1.05 PER \$1.00 POLICY LIMIT \$
A	Professional Liab.		210320AIHA00136	3/20/2021	3/20/2022	Each Claim 1,000,000
A	Professional Liab.		210320AIHA00136	3/20/2021	3/20/2022	Aggregate 1,000,000
<p><b>DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)</b>          This certificate of insurance serves as evidence of the Professional Liability coverage.</p>						
<b>CERTIFICATE HOLDER</b>				<b>CANCELLATION</b>		
GPI Construction Inc. 436 Canal St Suite 101 Brattleboro, VT 05301				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 		

ACORD 25 (2016/03)

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A copy of the front page of Alchemy's Radioactive Materials License. – Full copy is available.

FORM RHS-2B

AUDIT **R** N<sup>o</sup> 202206061  
 REF \_\_\_\_\_  
 PAGE 1 of 3 PAGES

STATE OF NEW HAMPSHIRE  
 DEPARTMENT OF HEALTH AND HUMAN SERVICES  
 DIVISION OF PUBLIC HEALTH SERVICES  
 RADIOLOGICAL HEALTH SECTION  
 RADIOACTIVE MATERIAL LICENSE

Pursuant to the State of New Hampshire, Department of Health and Human Services' Radiological Health Section ("Agency") regulations and in reliance on statements and representations heretofore made by the licensee, a license is hereby issued authorizing the licensee to receive, acquire, own, possess, and transfer radioactive material listed below, and to use such radioactive material for the purpose(s) and at the place(s) designated below. This license is subject to all applicable rules, including the New Hampshire Rules for the Control of Radiation (NHRCR), regulations, and orders of the Agency now or hereafter in effect and to any conditions specified below.

LICENSEE:		3. LICENSE NO. 464R AMENDMENT NO. 15
1. NAME	Prolific Property Management LLC d/b/a Alchemy Lead Management	4. EXPIRATION DATE July 31, 2023
2. ADDRESS (mailing)	189 Kelley Street Manchester, New Hampshire 03102	5. CATEGORY Fluorescence X-Ray Analyzer (Temporary Job Sites)
ADDRESS (physical)	2380 Elm Street Manchester, New Hampshire 03104	In accordance with application dated June 4, 2022, signed by Debbie Valente, Owner, New Hampshire Radioactive Material License No. 464R is hereby amended as noted herein. <b>PREVIOUS AMENDMENTS ARE VOID.</b>
6. RADIOACTIVE MATERIAL (ELEMENT AND MASS NUMBER)	7. CHEMICAL AND/OR PHYSICAL FORM	8. MAXIMUM AMOUNT OF RADIOACTIVITY THAT LICENSEE MAY POSSESS AT ONE TIME
A. Cobalt 57	A. Sealed source (As listed in SS&D Registry Sheet MA-0573-D-802-B)	A. No single source to exceed 15 millicuries (mCi); Total: 2 sources
B. Cobalt 57	B. Sealed source (As listed in SS&D Registry Sheet MA-1397-D-101-B)	B. No single source to exceed 10 mCi; Total: 1 source
9. AUTHORIZED USE		
A. To be used in a Radiation Monitoring Devices, Inc. (RMD) Model LPA-1 X-ray Fluorescence Analyzer to perform <i>in situ</i> detection and measurement of lead content in painted surfaces.		
B. To be used in a Viken Detection (formerly Heuresis) Model Pb200i X-ray Fluorescence Analyzer to perform <i>in situ</i> detection and measurement of lead content in painted surfaces.		

CONDITIONS

10. A. The authorized place of receipt and storage of radioactive material is the licensee's facility located at 2380 Elm Street, Manchester, New Hampshire.
- B. Radioactive material may be used at temporary job sites of the licensee throughout the State of New Hampshire in areas not under exclusive Federal jurisdiction (Federal installations such as military bases, Veterans Administration hospitals, etc.). Authorization for the use of radioactive materials at temporary jobsites under exclusive Federal Jurisdiction shall be obtained either by (1) filing a completed NRC Form 241 (10 CFR 150.20(b)) with the United States Nuclear Regulatory Commission (NRC) for reciprocal recognition, or (2) applying for and obtaining a specific license from the NRC if the length of the job is to exceed 180 days.
- C. This condition does not prohibit the use of radioactive material in other states; however, before radioactive material can be used at a temporary jobsite in another state, authorization must be obtained from the state, if it is an Agreement state or from the NRC, for any non-Agreement State, as applicable, either by filing for and being granted approval under reciprocal recognition of this license, or by applying for and obtaining a specific license.
- D. Required records for this license shall be maintained at the licensee's address stated in Part A of this condition.



**8. References;**

- a. City of Manchester

**CITY OF MANCHESTER**

**PLANNING AND COMMUNITY DEVELOPMENT**

**PLANNING & LAND USE MANAGEMENT**

**BUILDING REGULATIONS**

**CODE ENFORCEMENT DIVISION**

**COMMUNITY IMPROVEMENT PROGRAM**

**ZONING BOARD OF ADJUSTMENT**

September 28, 2022

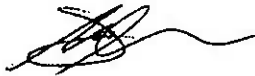
I am writing to recommend Debbie Valente of Alchemy Lead Management to bid on the State of NH Lead projects. She currently works as our consultant Risk Assessor on the HUD-funded Lead Hazard Reduction Demonstration Grant Program.

As our consultant, Debbie is always diligent, reliable and resourceful. She is conscientious and makes a number of key recommendations for the Healthy Homes aspect of our grant which results in improved health outcomes. In addition, she has helped us surpass our target benchmarks for lead and healthy homes inspections.

Debbie is a delight to work with – a team player with a positive attitude all the way. As our grant is nearly ending, I wouldn't hesitate to hire her again if the opportunity arose with a new grant.

Should you have any further questions, feel free to reach me at (603) 792-6725.

Thanks,



Leslyn Daligadu

Lead Program Manager

City of Manchester



b. City of Nashua



**City of Nashua**  
**Community Development Division**  
City Hall, 229 Main Street, PO Box 2019  
Nashua, New Hampshire 03061-2019

Community Development	589-3095
Planning and Zoning	589-3090
Building Safety	589-3080
Code Enforcement	589-3100
Urban Programs	589-3085
Economic Development	589-3070
Conservation Commission	589-3105

September 28, 2022

SLR International Corporation  
2 Commerce Drive  
Suite 110  
Bedford, NH 03110

To Whom It May Concern,

My name is Julian Long, and I am the Urban Programs Manager for the City of Nashua and oversee the City's lead remediation grant program, funded through the U.S. Department of Housing and Urban Development (HUD). I understand that you are contemplating a partnership with Alchemy Lead Management, and I have been asked by Alchemy Lead Management to provide a letter of reference. The Nashua lead remediation grant program has contracted with Alchemy Lead Management for its lead inspection services for our current 3.5-year HUD grant as well as several of our prior grants.

Alchemy Lead Management has provided satisfactory lead inspection services for all of the grants with which we've worked with the company. They are responsive to communications and knowledgeable about New Hampshire lead laws and HUD lead remediation program requirements.


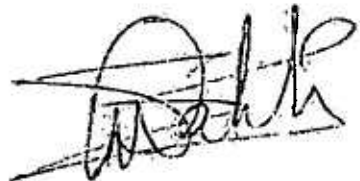
If you have any questions, please feel free to contact me via email at [longj@nashuanh.gov](mailto:longj@nashuanh.gov) or via telephone at 603-589-3087.

Sincerely,

Julian Long  
Urban Programs Manager



**9. Detailed Cost Proposal :**

<h2 style="margin: 0;">Alchemy Lead Management</h2> <p style="margin: 0;">P.P.M. LLC d/b/a Alchemy Lead Management 189 Kelley Street, Manchester, N.H. 03102 Tel: (603) 867-8465</p>				
		<b>Cost Proposal</b>		
<b>Client :</b> SLR International Corporation c/o Mr. Keith Allard <u>Kallard@slrconsulting.com</u> (603) 945-6111		<b>Date :</b> September 28, 2022 <b>Propos.</b> 9/28/2022-6494 /6294		
<b>Date</b>	<b>Customer #</b>	<b>Our Reference</b>	<b>Your Reference</b>	
09/28/2022	Proposal	042464-043094		
<b>Date</b>	<b>Description</b>		<b>Qty</b>	<b>Per Hour Price</b>
	<b>Service:</b> Lead Testing & Monitoring Services			
		Hourly Rate - Monday through Friday	Tbd	\$212.00
		Hourly Rate -Weekend days and Holidays	Tbd	\$424.00
<i>Thank you for your business - Please contact our offices for any queries or should you need assistance</i>				
<b>Company Name:</b> Alchemy Lead Management <b>Name of Person authorized to submit proposal:</b> Debbie Valente <b>Date:</b> December 4, 2020				
_____ Authorized signature				

In closing, we believe that Alchemy will provide a great benefit to your company. Alchemy is well qualified to perform the work and has consistently provided a peerless service. We believe that we have demonstrated:

- Alchemy’s credentialed experience in performing work and services as identified above;
- Alchemy’s ability to perform the services, as indicated by professional credentials and technical competence;



- Alchemy's understanding of the required scope of services as identified above;
- Alchemy's knowledge of Federal, State, and local codes and regulations;
- Alchemy's competitive pricing for the services defined;
- Alchemy's ability to meet any high performance needs required to achieve desired goals..

Kind Regards



Debbie Valente

NH Licensed Lead Inspector / Risk Assessor # 000054

Alchemy Lead Management - 189 Kelley Street, Manchester NH 03102 (603) 867-8465

[www.nhlead.com](http://www.nhlead.com)

**Quick Facts:**  
**Other relevant information**

- *Proven track record of performance*
- *Proven track record of cost estimation*
- *Proven track record of schedule compliance*
- *Proven track record of industry leadership*
- *Woman owned, local business*





Lori A. Shibinette  
Commissioner

Patricia M. Tilley  
Director

Healthy Homes & Lead Poisoning  
Prevention Program (HHLPPP)  
29 Hazen Drive  
Concord, NH 03301  
Tel: 1-800-852-3345  
Fax: 603-271-3991

State of New Hampshire  
Division of Public Health Services  
Healthy Homes and Lead Poisoning Prevention Program (HHLPPP)

Member of CONEST

Lead Risk Assessor

Warren Laskey

License / Certification #: RA000029

Eff. 12/14/2022 Exp. 12/18/2023

Training Exp. 12/18/2023



NOT A LEGAL FORM OF ID

# AETS

Warren M. Laskey

## PROFILE

A New Hampshire small business owner with extensive environmental industry experience. Successful track record of providing Lead Inspection services, Mold and Healthy Homes assessments and education/training to families in New Hampshire and Massachusetts, providing options for abatement, remediation, and improving the physical environment. Demonstrated skills include:

- Lead Paint Industry Educator, Varied Settings
- ACAC Board Certified Microbial Consultant
- 20 Plus Years of Positive Relationships with NH and MA Lead Professionals- Turning Problems Into Solutions
- Extensive Lead Inspection Experience
- Renovation, Repair & Painting (RRP) Trained and Trainer
- Healthy Homes Specialist

## EMPLOYMENT HISTORY

MA Department of Public Health, Boston, MA 2005-2015 (Retired)

### *Master Code Enforcement Inspector*

- Inspections of homes where lead poisoned children reside. Oversight of orders to correct, deleading activities and court proceedings and providing support to parents and families.

ASAP Environmental, Boston, MA 2000- 2011

### *Master Lead Inspector and Risk Assessor: New Hampshire Operations Manager Mold Inspector*

- Inspections of homes for lead paint and mold. Assistance to property owners in remediation efforts. Collaborate with other trades in deleading / remediation efforts.

## EDUCATION

BACHELOR OF SCIENCE, Human Services, Lesley College May 1991

## ADDITIONAL TRAINING EXPERIENCE

- Council Certified Microbial Consultant, ACAC 2/28/2016-present
- Mold and Advanced Mold / Allergen Inspection Training: 2004, 2005, 2006, 2010
- Training Provider for MA DPH CLPPP Lead Inspector Refresher Training 2008, 2011, 2014
- Training Provider for MA DPH CLPPP Owner / Agent Moderate Risk Deleading, Monthly
- Training Provider for MA DPH CLPPP Lead Determinators, Annually
- EPA RRP Training as Lead Safe Renovator Supervisor
- EPA RRP Training as Lead Safe Renovator Supervisor w/ Moderate Risk Option (MA)
- Healthy Homes Specialist Credential, NEHA October, 2012

You may contact the 3 individuals for a reference:

ASAP Environmental 800-379-7779, John MacIsaac

Lead EDU 603-781-4304, Kate Kirkwood

Steven Jewett, Business owner 617-306-2351



## Conversion to PB200e

This document confirms that the unit listed below has been upgraded to the PB200e. All appropriate labels have been applied and a final wipe test has been done and is inside the instrument case.

Date: 12-6-22

Customer: AETS OF NEW ENGLAND

Serial number: 2155

Signature of Authorized Service Representative:

OB Bader

11/14/2022

## Model PB200e Exempt Status Information (Questions and Answers)

The Viken Model Pb200e lead paint analyzer is exempt from radioactive material license requirements in accordance with Nuclear Regulatory Commission (NRC) Sealed Source Device Registration (SSDR) Number NR-1397-D-102-E. Here is some information about what license exempt status means.

### U.S. NRC Definition of Exempt Quantities

Certain consumer products containing byproduct material that are used by the general public are exempted from licensing requirements only if the NRC determines that the products or types of uses do not constitute an unreasonable risk to the common defense or security or to public health and safety and the environment. The Rules of General Applicability to Domestic Licensing of Byproduct Material (10 CFR Part 30) exempts members of the public from the requirements for an NRC license when they receive, possess, use, transfer, own, or acquire byproduct material in products such as the Viken Pb200e Lead Paint Analyzer.

### Frequently Asked Questions

**Q: Do I still need to get any license, registration, or permit from a radioactive material licensing authority to own or use a Model Pb200e?**

**A:** In the United States and US Territories you do not need to obtain a license, registration, or permit to receive, possess, use, transfer, own, or acquire the Viken Model Pb200e Lead Paint Analyzer.

**Q: Do I need to leak test my Model Pb200e device at any time?**

**A:** Each Model Pb200e device is leak tested by Viken Detection prior to distribution. End-users are not required to conduct leak tests.

**Q: Is dosimetry still required?**

**A:** No, dosimetry is no longer required when handling the Pb200e.

**Q: Is yearly radiation safety training still required?**

**A:** No, yearly radiation safety training is no longer required.

**Q: Does the Pb200e need to be secured in a locked storage location with log book requirements?**

**A:** Security remains a Viken recommendation but there are no longer any prescriptive security requirements (or log books) associated with a license or agreement state regulations.

**Q: Do I still need to follow US Department of Transportation (DOT) regulations for the transport of the Model Pb200e device?**

**A:** Yes. The Model Pb200e device is exempt from radioactive material licensing but **IS NOT exempt from DOT regulations**. The device still requires packing in accordance with the provisions of UN2911 Excepted Packages of Radioactive Material, Instruments.



# VIKEN DETECTION

**Q: How do I dispose of my Model Pb200e device?**

**A:** The appropriate disposal method for U.S. NRC Exempt products within the United States depends on whether you possess a Specific License issued by the U.S. NRC or the Agreement State in which you reside.

**If you possess a Specific License from the NRC or an Agreement State:**

The terms of your license may require that the product be disposed of as radioactive waste through an appropriate radioactive waste processor. Viken Detection is specifically licensed (authorized) to accept the Pb200e for radioactive waste disposal purposes. You can contact the Viken Detection Customer Support group for assistance.


**If you do NOT possess a Specific License:**

The NRC does not prohibit disposal in regular waste providing all radiation symbols have been removed or defaced. Certain waste handlers may not accept radioactive material.

**NOTE:** Viken Detection recommends disposal as radioactive waste for any device with a source less than 4 years old. You can contact the Viken Detection Customer Support group ([TechnicalService@vikendetection.com](mailto:TechnicalService@vikendetection.com)) for assistance with disposal through an authorized radioactive waste stream.

Your Pb200e should have the following labeling on it:

Snout Label

	
<b>Caution: radioactive material</b>	
Co-57	SN:
Activity:	mCi
Reference Date:	
Model Pb200e:	SN:
Viken Detection Burlington, MA +1-617-467-5526	

NRC Label

This device contains radioactive material. Refer to the User Guide for Safe Operation. The User Guide can be downloaded directly from the device.
---

Side Labels, Left and Right





# Valley Safety Services Associates, Inc.

330 Old Enfield Road, Belchertown, MA 01007

http://www.vssa-inc.com

(413)323-9571

## Leak Test Data/Certificate

Complete the data requested on the top part of this form and return it with your leak test to the address in the above heading. Following our analysis of your leak test specimen we will return this form to you for your record of the test and results.

### Source/Device Description

Device: Source Model: PB 200e Serial #: 2155 Manufacturer: Viken Detection

Radioisotope Co-57 Activity (mCi) 5 mCi

Source model: A3901-2 Source #: U6-390 Manufacturer: Eckert & Ziegler

The leak testing of this source/device was performed as indicated in manufacturer recommendations or LT-952 kit instructions using kit # 883531

By: Ralph Badger Date: 12/06/2022

Company: Viken Detection Corporation Telephone: 617-467-5526

Address: 21 North Avenue Fax: 617-467-5024  
Burlington, MA 01803

Do Not Write Below This Line

## Leak Test Analysis Result

Analysis of the above test on 7 Dec 22 yielded the following;

- Statistical analysis of the radioactive count data of this leak test specimen indicated any activity present is less than 0.005  $\mu$ Ci. The source may be used as authorized.
- Statistical analysis of the radioactive count data of this leak test specimen indicated there is greater than 0.005 microcuries of activity present. This source should be considered leaking. Consult your device operations manual; place this unit in storage and make the required notification to your regulatory agency.

YOUR NEXT REQUIRED LEAK TEST FOR THIS DEVICE/SOURCE IS DUE ON OR BEFORE

7 Dec 23

The requirement for the Pb200i is for leak testing not to exceed 12 months. Your state may have a 6 month requirement. Please ensure to check for the requirements of your state.

THIS CERTIFICATE IS AN ESSENTIAL RECORD AND SHOULD BE MAINTAINED FOR INSPECTION BY THE REGULATORY AGENCY.

CERTIFICATE #: 883531 BY: S. J. DATE: 7 Dec 22



State of New Hampshire  
Healthy Homes and Lead Poisoning Prevention Program (HHLPPP)  
Member of CONTEST

**Lead Risk Assessor**

Jeffrey Harris,

License Number: RA000042  
License Issued Date: 2/11/2022  
License Expiration Date: 2/11/2023  
Training Expiration Date: 5/2/2022





**MAURA T. HEALEY**  
Governor

**KIMBERLY L. DRISCOLL**  
Lieutenant Governor

# The Commonwealth of Massachusetts

Executive Office of Health and Human Services

Department of Public Health

Bureau of Environmental Health

Radiation Control Program

Schrafft Center, Suite 1M2A

529 Main Street, Charlestown, MA 02129

Phone: 617-242-3035 Fax: 617-242-3457

[www.mass.gov/dph/rcp](http://www.mass.gov/dph/rcp)

**MARGRET R. COOKE**  
Commissioner

Tel: 617-624-6000  
[www.mass.gov/dph](http://www.mass.gov/dph)

January 11, 2023

Jeffery W. Harris, President  
Radiation Safety Officer  
LBP Solutions, LLC  
231 Main Street, Suite 201  
Brockton, Massachusetts 02301  
(508) 543-1109  
[jeffharris@lbpsolutions.com](mailto:jeffharris@lbpsolutions.com)

**RE: Amendment Number: 08**  
**License Number: 49-0465**  
**Docket Number: 22-5184**

Dear Mr. Harris,

Enclosed is the above referenced license amended as requested in your letter October 11, 2022.

Please review the enclosed document carefully. If there are any errors or questions, please do not hesitate to contact this office at the number above.

Sincerely,

John M. Priest, Jr., Director  
Radiation Control Program

JMP/jg  
Enclosure: (1)



THE COMMONWEALTH OF MASSACHUSETTS  
 DEPARTMENT OF PUBLIC HEALTH  
 RADIATION CONTROL PROGRAM  
 MATERIALS LICENSE

Pursuant to Massachusetts General Laws Chapter 111, Sections 3, 5M, 5N, 5O and 5P and Massachusetts Regulations for the Control of Radiation, Section 120.100, Licensing of Radioactive Material, and in reliance on statements and representation heretofore made by the licensee, a license is hereby issued authorizing the licensee to receive, acquire, possess, and transfer radioactive materials designated below; to use such material for the purpose(s) and at the place(s) designated below; to deliver or transfer such material to persons authorized to receive it in accordance with the regulations 105 CMR 120.000. This license shall be deemed to contain the conditions specified in 105 CMR 120.000 and is subjected to all applicable rules, regulations of the Department of Public Health, Commonwealth of Massachusetts, now or hereafter in effect and to any conditions specified below.

<p style="text-align: center;">Licensee</p> <p>1. LBP Solutions, LLC</p> <p>2. 231 Main Street, Suite 201                  Brockton, Massachusetts 02301</p>	<p>3. License Number: 49-0465 is amended in its entirety, in accordance with the letter dated October 11, 2022 to read as follows:</p> <p style="text-align: center;">Amendment No.: <u>08</u></p>
	<p>4. Expiration Date: May 31, 2024</p>
	<p>5. Docket No.: 12-4590</p>

6. Radioactive Material	7. Chemical/Physical Form	8. Maximum Possession Limit
A. Cobalt-57	A. Sealed Source (As listed in SS&D Registry Sheet MA-0573-D-103- B)	A. Not to exceed 12 millicuries per source; 36 millicuries total

9. Authorized use:

A. Use of Protec Instrument Corporation Model LPA-1 (as described in Sealed Source and Device Registry Number MA-1383-D-101-B) portable X-ray fluorescence analyzers for the measurement of lead content in painted surfaces.

COMMONWEALTH OF MASSACHUSETTS DEPARTMENT OF PUBLIC HEALTH RADIATION CONTROL PROGRAM	LICENSE NUMBER: 49-0465
	DOCKET NUMBER: 12-4590
	AMENDMENT NUMBER: 08
MATERIALS LICENSE SUPPLEMENTARY SHEET	

## CONDITIONS

10. Radioactive material shall be stored or used only at the licensee's facilities located at 231 Main Street, Suite 201, Brockton, Massachusetts and may be used at temporary job sites of the licensee anywhere in the Commonwealth of Massachusetts except areas under exclusive Federal jurisdiction. Authorization for use of radioactive materials at job sites under exclusive Federal jurisdiction or in other states may be obtained from the U.S. Nuclear Regulatory Commission or the appropriate state regulatory agency.
11. This license is subject to an annual fee as determined by the Executive Office for Administration and Finance.
12. A. Radioactive material shall be used only by Lauren Galley, Jeffery W. Harris, Peter Kachmarsky, Neil LaFrance, David R. Lashus, Philip Pilchel, or Isael Rodriguez.  
B. The Radiation Safety Officer for this license is Jeffery W. Harris.
13. Sealed sources or detector cells containing radioactive material shall not be opened or sources removed from the source holder by the licensee.
14. The licensee shall conduct a physical inventory every 6 months, or at other intervals approved by the Agency, to account for all sources and/or devices received and possessed under the license. Records of inventories shall include the radionuclides, quantities, manufacturer's name and model numbers, and the date of inventory.
15. A. Sealed sources shall be tested for leakage and/or contamination at intervals not to exceed 6 months or at such other intervals as are specified by the certificate of registration referred to in 105 CMR 120.128(N). In the absence of a certificate from a transferor indicating that a leak test has been made within 6 months prior to the transfer, a sealed source received from another person shall not be put into use until tested for leakage and/or contamination.  
B. Sealed sources need not be tested for leakage and/or contamination if they are in storage and are not being used. However, when they are removed from storage for use or transferred to another person, and have not been tested within the required leak test interval, they shall be tested before use or transfer. No sealed source shall be stored for a period of more than 10 years without being tested for leakage and/or contamination.



COMMONWEALTH OF MASSACHUSETTS DEPARTMENT OF PUBLIC HEALTH RADIATION CONTROL PROGRAM	LICENSE NUMBER: 49-0465
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- C. The leak test shall be capable of detecting the presence of 185 becquerel (0.005 microcurie) of radioactive material on the test sample. Records of leak test results shall be kept in units of becquerel or microcurie and shall be maintained for inspection by the Agency. If the test reveals the presence of 185 becquerel (0.005 microcurie) or more of removable contamination, a report shall be filed with the Agency and the source shall be removed from service and decontaminated, repaired, or disposed of in accordance with Agency regulations. The report shall be filed within 5 days of the date the leak test result is known with the Massachusetts Department of Public Health, ATTN: Director, Radiation Control Program, 529 Main Street, Suite 1M2A, Charlestown, Massachusetts. The report shall specify the source involved, the test results, and the corrective action taken.
- D. This license does not authorize analysis of leak test samples. However, the licensee is authorized to collect leak test samples for analysis by persons specifically authorized by the Agency, the U.S. Nuclear Regulatory Commission, or an Agreement State, to perform such services.
16. The licensee shall not acquire radioactive material in a sealed source or in a device that contains a sealed source unless the source or device has been registered pursuant to 105 CMR 120.128(N), or equivalent regulations of the U.S. Nuclear Regulatory Commission or an Agreement State.
17. When using the device(s) for testing at field sites the licensee shall have in his/her possession at such locations a current copy of the license, the current leak test certificate(s), the licensee's operating and emergency procedures, and the manufacturer's instruction manual for the sealed sources(s) and device(s).
18. Maintenance, repair, and initial radiation survey of devices containing radioactive material shall be performed only by the manufacturer or other persons specifically authorized by the Agency, the U.S. Nuclear Regulatory Commission, or an Agreement State to perform such services.
19. The licensee shall only transport radioactive material or deliver radioactive material to a carrier for transport in accordance with the provisions of 49 CFR Parts 170 through 189, 10 CFR Part 71, and 105 CMR 120.770 "Transportation of Radioactive Material".

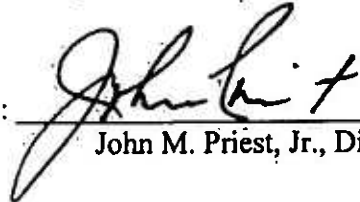
COMMONWEALTH OF MASSACHUSETTS DEPARTMENT OF PUBLIC HEALTH RADIATION CONTROL PROGRAM  MATERIALS LICENSE SUPPLEMENTARY SHEET	LICENSE NUMBER: 49-0465
	DOCKET NUMBER: 12-4590
	AMENDMENT NUMBER: 08

20. Except as specifically provided otherwise by this license, the licensee shall conduct its program in accordance with statements, representations, and procedures contained in the documents, including any enclosures, listed below. The Massachusetts Regulations for the Control of Radiation (105 CMR 120.000) shall govern, unless statements, representations, and procedures in the licensee's application and correspondence are more restrictive than the regulations.

- A. Renewal application dated March 7, 2014
- B. Electronic letter dated May 10, 2014
- C. Letter dated September 1, 2015
- D. Letter dated July 12, 2016
- E. Letter dated May 2, 2017
- F. Letter dated April 13, 2020
- G. Electronic letter dated May 12, 2020
- H. Letter dated July 7, 2021
- I. Electronic letter dated September 3, 2021
- J. Electronic letter dated October 16, 2021
- K. Letter dated October 11, 2022
- L. Electronic letter dated January 11, 2023

FOR THE COMMONWEALTH OF MASSACHUSETTS  
DEPARTMENT OF PUBLIC HEALTH  
RADIATION CONTROL PROGRAM

Date: 1/11/23

By:   
John M. Priest, Jr., Director



STATE OF NEW HAMPSHIRE  
 DEPARTMENT OF HEALTH AND HUMAN SERVICES  
 DIVISION OF PUBLIC HEALTH SERVICES  
 RADIOLOGICAL HEALTH SECTION  
**RADIOACTIVE MATERIAL LICENSE**

Pursuant to the State of New Hampshire, Department of Health and Human Services' Radiological Health Section ("Agency") regulations and in reliance on statements and representations heretofore made by the licensee, a license is hereby issued authorizing the licensee to receive, acquire, own, possess, and transfer radioactive material listed below; and to use such radioactive material for the purpose(s) and at the place(s) designated below. This license is subject to all applicable rules, including the New Hampshire Rules for the Control of Radiation (NHRCR), regulations, and orders of the Agency now or hereafter in effect and to any conditions specified below.

<b>LICENSEE</b>		3. LICENSE NO.      353R      Amendment No. 56
1. NAME	SLR International Corporation	4. EXPIRATION DATE <b>May 31, 2023</b>
2. ADDRESS	2 Commerce Drive, Suite 110 Bedford, New Hampshire 03110	5. CATEGORY            Gauges (portable)
		In accordance with application dated April 18, 2022, signed by Charles E. Teale, Principal Engineer, New Hampshire Radioactive Material License No. 353R is hereby amended as noted herein. <b>PREVIOUS AMENDMENTS ARE VOID</b>
6. RADIOACTIVE MATERIAL (ELEMENT AND MASS NUMBER)	7. CHEMICAL AND/OR PHYSICAL FORM	8. MAXIMUM AMOUNT OF RADIOACTIVITY WHICH LICENSEE MAY POSSESS AT ONE TIME
A. Cesium 137	A. Sealed source (As listed in Sealed Source Registry Sheet NC-646-D-130-S)	A. No single source to exceed 9 millicuries; Total: 4 sources
B. Americium 241: Beryllium	B. Sealed source (As listed in Sealed Source Registry Sheet NC-646-D-130-S)	B. No single source to exceed 44 millicuries; Total: 4 sources
9. AUTHORIZED USE		
A. and B. To be used in Troxler Electronic Laboratories, Inc., Model 3400 Series surface moisture/density gauge for measurement of density and moisture content of construction materials.		

**CONDITIONS**

10. A. The authorized place of receipt, use, and storage of radioactive material is at the licensee's facility located at 2 Commerce Drive, Suite 110, Bedford, New Hampshire.
- B. Radioactive materials may be used at temporary jobsites of the licensee throughout the State of New Hampshire in areas not under exclusive Federal Jurisdiction (Federal installations such as military bases, Veterans Administration hospitals, etc.). Authorization for the use of radioactive materials at temporary jobsites under exclusive Federal Jurisdiction shall be obtained either by (1) filing a NRC Form 241 (10 CFR 150.20(b)) with the United States Nuclear Regulatory Commission (NRC) for reciprocal recognition, or (2) applying for and obtaining a specific license from the NRC if the length of the job is to exceed 180 days.
- C. This condition does not prohibit the use of radioactive materials in other states; however, before radioactive materials can be used at a temporary jobsite in another state, authorization must be obtained from the State, if it is an Agreement State, or from the NRC, for any non-Agreement State, either by filing for reciprocity or applying for a specific license.
- D. Required records for this license shall be maintained at the licensee's address stated in Part A of Condition 10.
11. The licensee shall comply with the provisions of Parts He-P 4001, 4019 through 4023, 4030 and 4037, NHRCR.
12. This license is subject to an annual fee in accordance with Part He-P 4070, NHRCR.

## Radioactive Material License

### Supplementary Sheet

13. Radioactive material shall be used only by or under the direct supervision and in the physical presence of Erich A. Adler, or by individuals who have successfully completed the device manufacturer's or an equivalent training program for gauge users, have been trained and instructed in the licensee's operating and emergency procedures, and who have been designated in writing by the licensee's Radiation Safety Officer. Copies of the certificate of training and records of supervised training shall be maintained by the licensee for **three (3) years after the record is made.**
14. The individual designated to perform the duties and functions of Radiation Safety Officer (RSO) for activities authorized by this license is Erich A. Adler.
15.
  - A. Each sealed source containing radioactive material with a half-life greater than 30 days and in any form other than gas, shall be tested for leakage and/or contamination at intervals not to exceed 12 months or as described in the U.S. Nuclear Regulatory Commission (NRC) National Sealed Source and Device Registry (NSSDR), whichever is more frequent. In the absence of a certificate from a transferor indicating that a test has been made within six (6) months prior to the transfer, the sealed source shall not be put into use until tested and results received.
  - B. Notwithstanding the periodic leak test required by this condition, any licensed sealed source or plated source is exempt from such leak tests when the source contains 100 microcuries or less of beta and/or gamma emitting materials or 10 microcuries or less of alpha emitting materials.
  - C. The test shall be capable of detecting the presence of 0.005 microcurie of radioactive material on the test sample. The test sample shall be taken from the sealed source or from the surfaces of the device in which the sealed source is permanently mounted or stored on which one might expect contamination to accumulate. Records of leak test results shall be kept in units of microcuries and maintained for five (5) years for inspection by the Agency.
  - D. If the test reveals the presence of 0.005 microcurie or more of removable contamination, the licensee shall immediately withdraw the sealed source from use and shall cause it to be decontaminated and repaired or to be disposed of in accordance with the NHRCCR. A report shall be filed within five (5) days of the test with the NH Department of Health and Human Services, Radiological Health Section, 29 Hazen Drive, Concord, New Hampshire 03301, describing the equipment involved, the test results, and the corrective action taken.
  - E. The licensee is authorized to collect leak test samples for gauging devices using the Troxler Model 3880 Leak Test Kit, in accordance with the leak test kit instructions, for analysis by Troxler Electronics Laboratories, Inc. Alternatively, tests for leakage and/or contamination (sample collection and analysis inclusive) shall be performed by persons specifically licensed by the Agency, the NRC or an Agreement State to perform such service.
16. Sealed sources containing radioactive material shall not be opened or removed from their source holder by the licensee.
17. **Except as otherwise specified in this license, the licensee shall have available and follow the manufacturer's instruction manual for the portable gauge.**
18. **Maintenance or repair of devices containing sealed sources, and installation, replacement, and disposal of sealed sources shall be performed only by persons specifically licensed by the Agency, the NRC or an Agreement State to perform such services.**
19. **Portable gauges that are equipped with a sliding block which require servicing shall be cleaned and lubricated only by personnel who are authorized in the license to use the gauge and who have received training on how to remove, clean, and lubricate the sliding block properly. The sliding block may be removed provided:**
  - A. Personnel removing the sliding block wear appropriate personnel monitoring equipment; and
  - B. Personnel removing the sliding block stay on the opposite side of the gauge from the sliding block and use a mirror to view the removal and reinstallation of the sliding block in order to minimize exposure.

**Radioactive Material License**

**Supplementary Sheet**

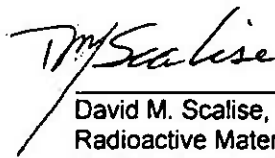
20. The licensee shall conduct a physical inventory every six (6) months to account for all licensed devices received and possessed under the license. The records of the inventories shall be maintained for three (3) years from the date of the inventory for inspection by the Agency, and shall include the radionuclide, manufacturer, model number, source identification numbers, activity, location of devices, name of the individual taking the inventory, and date of the inventory.
21. Each **licensed device** shall have a lock or outer locked container designed to prevent unauthorized or accidental removal of the sealed source from its shielded position. The device or its container shall be locked when in transport or when not under the direct surveillance of an authorized user.
22. The licensee shall maintain a daily utilization log for the devices listed in Condition 9 at the facility address specified in Condition 10. The log shall include the make, model and serial number of the device, the place of intended use, the date the device was removed and returned to storage, and the name of the authorized user possessing the device. Records of use shall be kept for three (3) years for inspection by the Agency or until they have been reviewed by the Agency and if the records are determined to be satisfactory, then they may be disposed of.
23. The licensee who uses a licensed device for testing at field sites shall possess at such locations a current copy of the license, the current leak test certificate for the device(s), and the licensee's operating and emergency procedures.
24. The licensee may transport licensed material or deliver licensed material to a carrier for transport in accordance with the provisions of He-P 4037.04, NHRCCR, and the applicable regulations of the New Hampshire Department of Safety. Nothing in this license condition applies to the extent that the person is subject to regulations of the NRC.
25. The licensee shall use a minimum of two independent physical controls that form tangible barriers to secure portable gauges from unauthorized removal, whenever portable gauges are not under the control and constant surveillance of the licensee.
26. Except as specifically provided otherwise by this license, the licensee shall possess and use the radioactive material authorized by this license in accordance with the statements, representations, and procedures contained in the documents, including any enclosures, listed as follows:

application dated: April 27, 2020  
letters dated May 19, 2020  
October 26, 2020  
January 5, 2021

The New Hampshire Rules for the Control of Radiation shall prevail over the statements contained in the above documents unless such statements are more restrictive than the rules.

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For the Department of Health and Human Services  
Division of Public Health Services



David M. Scalise, Manager  
Radioactive Materials Program  
Radiological Health Section

DATE OF ISSUANCE May 2, 2022

Attachment #1: RFB#: 2728-23 Price Offersheet

**ASBESTOS, LEAD & OTHER HAZARDOUS & REGULATED MATERIAL TESTING AND MONITORING SERVICES**

Vendor is responsible to fill out all gray tinted cells in order to be compliant with this bid. This includes no cost fees entered as zeros. Incomplete submissions will be considered a non-compliant response.

**Part 1: Hourly Rates**

Estimated Annual per hourly occurrences (Across all counties)	UOM (per hour)	Product Description	Unit Cost (Hourly rate)	Extended Cost
517	Hour	Inspector	\$ 110.00	\$ 56,870.00
1323	Hour	Project Monitor	\$ 50.00	\$ 66,150.00
281	Hour	Designer/manager planner	\$ 140.00	\$ 39,340.00
19	Hour	Certified industrial hygienist	\$ 0.01	\$ 0.19
10	Hour	NH licensed lead assessor	\$ 0.01	\$ 0.10
<b>Sub Total for Part 1</b>			<b>\$</b>	<b>162,360.29</b>

**Part 2: LABORATORY ANALYSIS RATE PER SAMPLE ANALYSIS FOR ALL COUNTIES**

Miscellaneous Test and Samples Required by the State of New Hampshire (If vendor can't perform any samples or tests the vendor needs to address this during the inquiry period)

Estimated Annual Quantity (Across all counties)	Unit	Sample Description	Unit Cost	Extended Cost
20	EA	Phase Contrast Microscopy (3-Hour)	\$ 0.01	\$ 0.20
350	EA	Phase Contrast Microscopy (24-Hour)	\$ 0.01	\$ 3.50
490	EA	Phase Contrast Microscopy (48-Hour)	\$ 0.01	\$ 4.90
5	EA	Transmission Electron Microscopy, AHERA (6-Hour)	\$ 0.01	\$ 0.05
5	EA	Transmission Electron Microscopy, AHERA (24-Hour)	\$ 0.01	\$ 0.05
5	EA	Transmission Electron Microscopy, AHERA (72-Hour)	\$ 0.01	\$ 0.05
5	EA	Transmission Electron Microscopy, AHERA (5-day)	\$ 0.01	\$ 0.05
5	EA	Transmission Electron Microscopy, NIOSH 7402 (6-Hour)	\$ 0.01	\$ 0.05
5	EA	Transmission Electron Microscopy, NIOSH 7402 (24-Hour)	\$ 0.01	\$ 0.05
5	EA	Transmission Electron Microscopy, NIOSH 7402 (72-Hour)	\$ 0.01	\$ 0.05
5	EA	Transmission Electron Microscopy, NIOSH 7402 (5-day)	\$ 0.01	\$ 0.05
16	EA	Polarized Light Microscopy (6-Hour)	\$ 0.01	\$ 0.16
100	EA	Polarized Light Microscopy (24-Hour)	\$ 6.00	\$ 600.00
316	EA	Polarized Light Microscopy (72-Hour)	\$ 6.00	\$ 1,896.00
432	EA	Polarized Light Microscopy (3-Day)	\$ 6.00	\$ 2,592.00
5	EA	PLM Point Count (24-Hour)	\$ 0.01	\$ 0.05
5	EA	PLM Point Count (72-Hour)	\$ 0.01	\$ 0.05
5	EA	PLM Point Count (5-Day)	\$ 0.01	\$ 0.05
5	EA	PLM Point Count with Gravimetric (6-Hour)	\$ 0.01	\$ 0.05
5	EA	PLM Point Count with Gravimetric (24-Hour)	\$ 0.01	\$ 0.05
5	EA	PLM Point Count with Gravimetric (72-Hour)	\$ 0.01	\$ 0.05
5	EA	PLM Point Count with Gravimetric (5-Day)	\$ 0.01	\$ 0.05
5	EA	PLM NOB (24-Hour)	\$ 0.01	\$ 0.05
5	EA	PLM NOB (72-Hour)	\$ 0.01	\$ 0.05
5	EA	PLM NOB (5-Day)	\$ 0.01	\$ 0.05
5	EA	ASTM D-5755 Microvac Dust (24-Hour)	\$ 0.01	\$ 0.05
5	EA	ASTM D-5755 Microvac Dust (72-Hour)	\$ 0.01	\$ 0.05
5	EA	ASTM D-5755 Microvac Dust (5-Day)	\$ 0.01	\$ 0.05
5	EA	ASTM Soil Method PLM Quantitative (24-Hour)	\$ 0.01	\$ 0.05
5	EA	ASTM Soil Method PLM Quantitative (72-Hour)	\$ 0.01	\$ 0.05
5	EA	ASTM Soil Method PLM Quantitative (5-Day)	\$ 0.01	\$ 0.05
5	EA	TEM Bulk Quantitative (24-Hour)	\$ 0.01	\$ 0.05
5	EA	TEM Bulk Quantitative (72-Hour)	\$ 0.01	\$ 0.05
5	EA	TEM Bulk Quantitative (5-Day)	\$ 0.01	\$ 0.05
5	EA	TEM Drinking Water, EPA 100.1 or 100.2 (24-Hour)	\$ 0.01	\$ 0.05
5	EA	TEM Drinking Water, EPA 100.1 or 100.2 (72-Hour)	\$ 0.01	\$ 0.05
5	EA	TEM Drinking Water, EPA 100.1 or 100.2 (5-Day)	\$ 0.01	\$ 0.05
5	EA	PLM Carb Method 435, 0.1% Level (24-Hour)	\$ 0.01	\$ 0.05
5	EA	PLM Carb Method 435, 0.1% Level (72-Hour)	\$ 0.01	\$ 0.05
5	EA	PLM Carb Method 435, 0.1% Level (5-Day)	\$ 0.01	\$ 0.05
5	EA	EPA Region 1 Soil Protocol, Quantitative (10-Day)	\$ 0.01	\$ 0.05
50	EA	AA Lead Dust, Chip or Soil (24-Hour)	\$ 0.01	\$ 0.50
50	EA	AA Lead Dust, Chip or Soil (72-Hour)	\$ 0.01	\$ 0.50
50	EA	AA Lead Dust, Chip or Soil (5-Day)	\$ 0.01	\$ 0.50
10	EA	TLC/P Waste for Lead (72-Hour)	\$ 0.01	\$ 0.10
200	EA	Lead paint tests in-situ w/portable x-ray fluorescence (XRF) unit or paint chips	\$ 0.01	\$ 2.00
5	EA	Air, dust samples and/or chip samples (2 day turnaround)	\$ 0.01	\$ 0.05
5	EA	Air, dust samples and/or chip samples (Next Day)	\$ 0.01	\$ 0.05
250	EA	Air-O-Cell Fungal Spore Analysis (7-10 day)	\$ 15.00	\$ 3,750.00
100	EA	Air-O-Cell Fungal Spore Analysis (48 hour)	\$ 15.00	\$ 1,500.00
50	EA	Air-O-Cell Fungal Spore Analysis (24 hour)	\$ 6.00	\$ 300.00
5	EA	Direct read determinations of surface swab or tape lift For fungal spores and hyphae fragments (7-10 day)	\$ 0.01	\$ 0.05
5	EA	Direct read determinations of surface swab or tape lift For fungal spores and hyphae fragments (<48 HRS)	\$ 0.01	\$ 0.05
5	EA	Viable Fungi Analysis Single Plate (10-14 day)	\$ 0.01	\$ 0.05
5	EA	Viable Bacteria Analysis Single Plate (10-14 day)	\$ 0.01	\$ 0.05
5	EA	Formaldehyde in Air Analysis (7-10 day)	\$ 0.01	\$ 0.05
5	EA	Formaldehyde in Air Analysis (48 hour)	\$ 0.01	\$ 0.05
5	EA	VOC Screen GCMS EPA TO-15 Method (10-14 day)	\$ 0.01	\$ 0.05
5	EA	VOC Screen GCMS EPA TO-15 Method (48 Hr)	\$ 0.01	\$ 0.05
5	EA	Optical Particle Identification including physical testing with Polarized Light Microscopy - Vacuum or Wipe	\$ 0.01	\$ 0.05
5	EA	Dust Characterization Bulk Dust (animal hair, fibrous glass, fungal matter, dust mites, pollen, skin flakes, wood chips, quartz, anthropod fragments, feathers, cellulose fibers, plant matter)	\$ 0.01	\$ 0.05
5	EA	Allergen Screen Bulk Dust: (dust mite (der p 1, der f 1), Cat (fel d 1), Dog (can f 1, can f 2), cockroach (bla g 1))	\$ 0.01	\$ 0.05
5	EA	Mouse/ Rat Allergen Bulk Dust	\$ 0.01	\$ 0.05

Sub Total Part #1	\$ 162,360.29
Sub Total Part #2	\$ 10,652.76
<b>Grand Total</b>	<b>\$ 173,013.05</b>