



STATE OF NEW HAMPSHIRE
THE ADJUTANT GENERAL'S DEPARTMENT

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

32 MLC

David J. Mikolaitics, Major General
The Adjutant General

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TDD Access: 1-800-735-2964

Warren M. Perry, Colonel (ret.)
Deputy Adjutant General

Erin M. Zayac
Administrator

May 31, 2019

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

REQUESTED ACTION

Authorize the Adjutant General's Department to execute a **retroactive** amendment to a previously competitively solicited contract for Hazardous Waste and Environmental Sample Analysis, with Absolute Resource Associates, Inc. (vendor code #159136), 124 Heritage Avenue #16, Portsmouth, New Hampshire 03801, by increasing the contract amount by \$10,690.00, from \$21,380.00 to \$32,070.00, and extending the completion date from June 30, 2019 to June 30, 2020. The original contract was approved by the Adjutant General's Department on July 14, 2017. 100% Federal Funds.

Funds to support this request are anticipated to be available in the following account for State Fiscal Year 2020:

**02-12-12-120010-22620000 – ADJUTANT GENERAL – ARNG Environmental Resources
102-500731 – Contracts for Program Services**

FY 2020
\$10,690.00

EXPLANATION

This contract is **retroactive** because it took longer than anticipated to obtain the necessary contract documents. This proposed contract amendment is to provide for hazardous waste evaluation and other environmental testing, such as wastewater discharges at various state-owned facilities of the Adjutant General's Department. The New Hampshire Code of Administrative Rules, Env-Wm 502.01 requires generators of waste to determine if their waste is hazardous.

Analytical testing is one of the two specified methods allowed to evaluate waste streams and is required for mixed and process wastes. Wastewater discharge permits with various municipalities, including the City of Concord, require testing of discharges to ensure compliance with permit requirements.

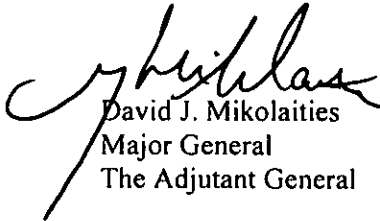
Governor and Council approval is being sought in accordance with the amended MOP 150, which took effect July 1, 2018; the contract in the amount of \$21,380.00, was originally approved by the Adjutant General on July 14, 2017.

His Excellency Governor Christopher T. Sununu
And the Honorable Council
Page Two

These Federal Funds are provided to the Adjutant General's Department by the National Guard Bureau pursuant to a Federal-State Master Cooperative Agreement for the mutual support of the New Hampshire Army National Guard. The cost of this contract shall be reimbursed to the State by the Federal government at a rate of 100%. In the event that federal funds are not available, general funds will not be requested to support this program.

The contract agreement has been approved by the New Hampshire Department of Justice as to form, substance and execution.

Respectfully submitted,



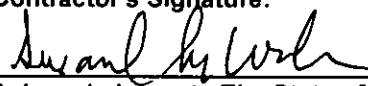

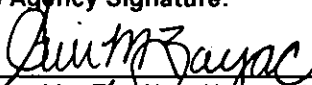

David J. Mikolaities
Major General
The Adjutant General

AMENDMENT OF AGREEMENT

Subject: Hazardous Waste & Environmental Sample Analysis - State Fiscal Year 2020 - Extension

The State of New Hampshire, Adjutant General's Department, 4 Pembroke Road, Concord, NH 03301 and the Contractor, Absolute Resource Associates, 124 Heritage Avenue #16, Portsmouth, NH 03801, hereby mutually agree as follows to amend the existing agreement for hazardous waste and environmental sample analysis:

It is hereby agreed that the initial contract, approved on July 14, 2017, between Absolute Resource Associates as the "Contractor" and the Adjutant General's Department as the "State," be amended as follows: increase the contract price by \$10,690.00, from \$21,380.00 to \$32,070.00, and extend the contract end date through June 30, 2020. All other contract terms will remain the same.

| | |
|--|--|
| Contractor's Signature:  | Name and Title of Contractor Signatory: <u>Susan C. Sylvester - President</u> |
| Acknowledgment: The State of <u>Hawaii</u> , County of <u>Kauai</u> , on the date of <u>May 20th 2019</u> before the undersigned officer, personally appeared the person, <u>Susan Sylvester</u> identified as "Contractor" in the block above, or satisfactorily proven to be the person whose name is signed as "Contractor's Signature" in the block above, and acknowledged that she/he executed this document in the capacity indicated in the block above as "Contractor". | |
| Signature of Notary Public:  (Seal) | |
| Name & Title of Notary Public <u>Christian Wright - Callejo</u> Notary Public | |
| State Agency Signature:  Erin M. Zayac, Administrator Date: <u>5/31/19</u> | |
| Approval by The New Hampshire Department of Justice for Form, Substance and Execution:  , Assistant Attorney General Date: <u>6/21/2019</u> | |
| Approved by Governor & Executive Council: | |
| Date: | Item #: |



Date: 5.20.19 # Pages: 1
 Name: Christian Wright - Callejo Circuit 5th
 Doc. Description: Amendment of Agreement
UNC 5.20.19
 Notary Signature
 NOTARY CERTIFICATION

State of New Hampshire

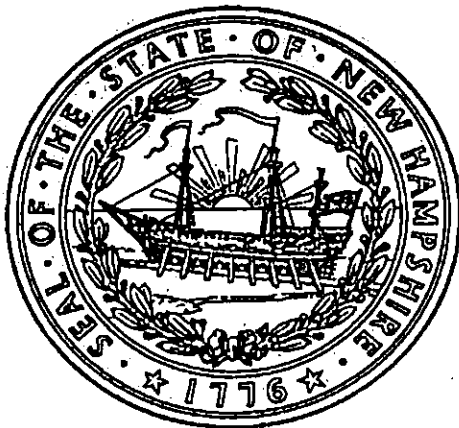
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that ABSOLUTE RESOURCE ASSOCIATES LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on November 15, 2000. 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: 363755

Certificate Number: 0004521900



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 30th day of May A.D. 2019.

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

William M. Gardner
Secretary of State

STATE OF NEW HAMPSHIRE
THE ADJUTANT GENERAL'S DEPARTMENT

"CORPORATE CERTIFICATE"

I, (Name) Cliff Chase hereby certify that I am duly elected
Secretary of (Corporation) Absolute Resource Associates, LLC.

I hereby certify the following is a true copy of a vote adopted by unanimous consent of the Board
of Directors of the Corporation, on May 23, 2019.

VOTED: That (Name) Susan Sylvester is duly authorized to enter into a
specific contract namely "Hazardous Waste and Environmental Sample Analysis 2014-2017"
with the State of New Hampshire, Adjutant General's Department and further authorized to
execute any documents which may in his judgment be desirable or necessary to effect the
purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and
effect as of (Date) May 23, 2019 and that (Name) Susan Sylvester
is duly elected (Title) President of this Corporation.

+

ATTEST:


(Corporate Secretary)

DATE:

5/23/19

CORPORATE SEAL



ATTEST:


(Notary Public)

COMMISSION EXPIRES: 1/10/23

DATE:

5/23/19

(NOTE: IF COMPANY IS NOT INCORPORATED, PLEASE CHECK THE BOX .)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/16/2019

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

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

| | |
|--|--|
| PRODUCER Bralley & Wellington Insurance Agency P.O. Box 15127 Worcester MA 01615 | CONTACT NAME: Lisa Lermond |
| | PHONE (A/C, No, Ext): (508) 754-7255 FAX (A/C, No): (508) 797-3507 |
| | E-MAIL ADDRESS: l1ermond@bralleywellingtongroup.com |
| | INSURER(S) AFFORDING COVERAGE |
| | INSURER A: Westchester Surplus Lines Ins Co |
| | INSURER B: American Fire Casualty Ins. Co. |
| | INSURER C: Ohio Security |
| | INSURER D: Travelers Ins Co |
| | INSURER E: |
| | INSURER F: |

COVERAGES CERTIFICATE NUMBER: **19-20 WC UPDATED** REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|--------------|---|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | G27952896003 | 2/1/2019 | 2/1/2020 | EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPIOP AGG \$ 2,000,000 |
| B | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | BAA56312967 | 2/1/2019 | 2/1/2020 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | G27952902003 | 2/1/2019 | 2/1/2020 | EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | Y/N Y N/A | XWS56566589 6J0B2E81891-9(NH WC) Guy & Susan Sylvester are Guy & Susan Sylvester are | 3/1/2019 5/2/2019 | 3/1/2020 5/2/2020 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| A | Contractors Pollution/Mold and Professional Liability | | | G27952896003 | 2/1/2019 | 2/1/2020 | \$2,000,000 Per Occurrence \$2,000,000 Aggregate |

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

| | |
|---|---|
| CERTIFICATE HOLDER cathyd@absoluteresourceass State of New Hampshire Adjutant General's Department BA 4 Pembroke Road, Bldg. C Concord, NH 03301-5652 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE Lisa Lermond/LISA |

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Jeanette Patten Log Out

- ⚠ ALERT: June 11, 2018: Entities registering in SAM must submit a notarized letter appointing their authorized Entity Administrator. Read our updated FAQs to learn more about changes to the notarized letter review process and other system improvements.
- ⚠ ALERT: SAM.gov will be down for scheduled maintenance Saturday, 06/16/2019, from 8:00 AM to 1:00 PM (EDT).
- ⚠ ALERT: CAGE is currently experiencing a high volume of registrations, and is working them in the order in which they are received. When your registration is assigned to a CAGE Technician, you will be contacted by CAGE, if necessary, for any additional information.

Search Results

Current Search Terms: Absolute Resource Associates*

Total records: 1

[Save PDF](#) | [Export Results](#) | [Print](#)

Result Page: 1

Sort by: **Relevance** | Order by: **Descending**

Your search for Absolute Resource Associates* returned the following results...

| | | | |
|-------------------------------------|-----------------------------------|------------------------------|----------------|
| Entity | ABSOLUTE RESOURCE ASSOCIATES, LLC | | Status: Active |
| DUNS: 868348793 | CAGE Code: 3VNB6 | View Details | |
| Has Active Exclusion?: No | DoDAAC: | | |
| Expiration Date: 09/24/2019 | Debt Subject to Offset?: No | | |
| Purpose of Registration: All Awards | | | |

*Debarment
Absolute
Resources*

Result Page: 1

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- [GSA.gov/IAE](#)
- [GSA.gov](#)
- [USA.gov](#)




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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

| | | | |
|---|---|---|--|
| 1.1 State Agency Name THE ADJUTANT GENERAL'S DEPARTMENT | | 1.2 State Agency Address 4 PEMBROKE ROAD CONCORD, NEW HAMPSHIRE 03301 | |
| 1.3 Contractor Name Absolute Resource Associates | | 1.4 Contractor Address 124 Heritage Avenue #16, Portsmouth, NH 03801 | |
| 1.5 Contractor Phone Number (603) 436-2001 | 1.6 Account Number 010-012-2262-102-500731 | 1.7 Completion Date June 30, 2019 | 1.8 Price Limitation \$21,380.00 FY18+10, 690. FY19 \$10,690. |
| 1.9 Contracting Officer for State Agency Stephanie L. Milender | | 1.10 State Agency Telephone Number (603) 225-1361 | |
| 1.11 Contractor Signature  | | 1.12 Name and Title of Contractor Signatory Susan C. Sylurster, President | |
| 1.13 Acknowledgement: State of New Hampshire County of Strafford On 7/14/17, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12. | | | |
| 1.13.1 Signature of Notary Public or Justice of the Peace [Seal]  | | Catherine L.B. DeWees Notary Public, State of New Hampshire My Commission Expires March 6, 2018 | |
| 1.13.2 Name and Title of Notary or Justice of the Peace Catherine L.B. DeWees, Notary Public | | | |
| 1.14 State Agency Signature  date: 7/26/17 | | 1.15 Name and Title of State Agency Signatory Stephanie L. Milender, Administrator | |
| 1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____ | | | |
| 1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: _____ On: _____ | | | |
| 1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____ | | | |

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

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

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

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

12. **ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

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

14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

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

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

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

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

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

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

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

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

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

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

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

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

**EXHIBIT A, P37 AGREEMENT
THE SERVICES**

SUBJECT: Hazardous Waste and Environmental Sample Analysis 2017-2019.

1. GENERAL

The Contractor will, at the request of the NH Adjutant General's Department (TAG), provide all labor, materials and equipment as necessary to perform hazardous waste and environmental sample analysis as specified in the Exhibit A-1 and incorporated herein by reference and is attached as EXHIBIT A-1.

2. CONTRACTOR PROVIDED MATERIALS, EQUIPMENT AND TRANSPORTATION

The Contractor will provide collection containers (i.e. sample containers, bottles and vials). The collection containers shall be clean and conform to the US Environmental Protection Agency (EPA) quality control requirements and procedures.

The Contractor will provide chain of custody documentation for the samples from the TAG facility to the appropriate laboratory.

The Contractor will provide proper preservation of samples during transportation and storage.

The Contractor will provide appropriate packing and shipping materials, labels.

The Contractor will provide a courier service or other means of transporting materials and equipment and samples to and from the laboratory and the State Military Reservation, located at 1 Minuteman Way, Concord, NH.

3. ANALYTICAL SERVICES

The Contractor will, upon request, perform the analytical methods identified in EXHIBIT A-1, using the method identified in EXHIBIT A-1 or other methods that conform to the paragraph 4 Regulatory Requirements and Citations.

The contractor will occasionally reanalyze samples at no additional cost, in the event that the TAG questions the accuracy of the results.

The Contractor may also be asked to provide analyses that are not specified in the Exhibit A-1, the cost of which shall be determined by TAG and the Contractor on a case-by-case basis.

4. REGULATORY REQUIREMENTS AND CITATIONS

The Contractor will, upon request, perform testing in accordance with methods set forth in the New Hampshire Code of Administrative Rules (NHCAR) and the United States Code of Federal Regulations (CFR), pursuant to the wastes being tested.

The Contractor will, upon request, perform other Environmental Testing as necessary, in accordance with the State and Federal regulations.

5. SERVICES PERFORMANCE TIME FRAME

Normal performance: The Contractor will provide all materials and equipment to the TAG as specified in the Contractors Proposal following a request for analysis.

The Contractor will perform the analytical services requested within **ten (10) business days** of the receipt of the samples and provide a full set of test results and chain of custody documentation to the TAG.

Expedited Performance: The Contractor will provide all materials and equipment to the TAG as specified in the Contractors proposal following a request for analysis.

The Contractor will perform the analytical services requested within **two (2) business days** (except when circumstances of the test require analysis over time, i.e. BOD) of the receipt of the samples and provide a full set of test results and chain of custody documentation to the TAG.

6. RESULTS REPORT

The test result report will include at a minimum the following items:

- Generator name,
- Name and address of the facility,
- Sample number or name of the waste being tested,
- Date of the sampling and testing,
- Characteristic or name of constituents being tested for,
- The Chemical Abstracts Service (CAS) number of the constituent(s) being tested for
- Analysis method number used,
- Minimum detection level for toxic constituents in parts per million (ppm)
- Reference to wet or dry weight,
- Results (results for toxic constituents will be reported in ppm, results for characteristic of ignitability will be reported in degrees Fahrenheit, results for characteristic of corrosivity will be reported in pH, results for characteristic of reactivity will be reported in parts per million),
- Regulatory Level/Maximum contaminate level.
- Subcontractor name (if applicable).

Individual test reports shall be provided for each sample number or name. The Contractor shall provide occasional consultation on interpretation of reports at no additional cost to the TAG.

7. MINIMUM DETECTION LEVELS

The Contractor will report the characteristic of ignitability (Flash point) up to 200 degrees Fahrenheit.

Toxic characteristic waste constituents will be reported to a detection level equal to the regulatory limit established in NHCAR Wm-Env 403.06 (d) or as practical as possible based on the sample type.

Total Halogens will be analyzed to the nearest 100 ppm, with a detection level less than 1000 ppm.

All other samples will be reported to a detection level equal to the order of magnitude of the regulatory limit as established by the appropriate analysis method.

8. SAMPLE RETENTION AND DISPOSAL

The Contractor shall retain samples until such time as the TAG has accepted the results and notified the contractor that the samples are no longer needed. The Contractor shall be responsible for disposal of samples at no additional cost to the TAG. Such disposal shall be conducted in accordance with all applicable federal and state regulations adopted pursuant to the federal Resource Conservation and Recovery Act and NH RSA 147-A.

9. ADJUTANT GENERAL'S DEPARTMENT POINTS OF CONTACT

Zachary Boyajian, State Environmental Supervisor (Primary)
NGNH-FMO-ENV
1 Minuteman Way
Concord, NH 03301-5607
603-227-1439
zachary.l.boyajian.nfg@mail.mil

Kevin Womack, Water Resource Manager (Alternate)
NGNH-FMO-ENV
1 Minuteman Way
Concord, NH 03301-5607
603-227-1439
kevin.l.womack10.nfg@mail.mil

Other alternate points of contact may be identified during the course of the contract period.

10. PERIOD OF PERFORMANCE

This Contractor will provide analytical services as outlined for a period from contract approval (expected June or July 2017) to June 30, 2019.

The Agreement is subject to one (1), one (1) -year extension at the discretion of the Adjutant General's Department determination of satisfactory performance and subsequent rate approval not to exceed the consumer price index.

NH Adjutant General's Department
Hazardous Waste and Environmental Sample Analysis
EXHIBIT A-1 Contract Line Items and Pricing

| Contract Line Item # | Characteristic/Compound(s) | Chemical Abstract # | Regulatory Level mg/L | Potential Methods EPA | Estimated # of Analysis Per Year | Price Per Sample | Total Price For Estimated #/year |
|--|---|--|-----------------------|--|----------------------------------|------------------|----------------------------------|
| Contract Line Item # 1 D001 | Ignitability (Flash Point) | | <141 Deg. F | 1010A/1020A | 15 | \$30.00 | \$450.00 |
| Contract Line Item # 2 D002 | Corrosivity (pH) | | | 9040B/9045C | 6 | \$15.00 | \$90.00 |
| Contract Line Item # 3 NH02 | NH Corrosive Solid Env-Wm 403.04 (b) (3) | | | SW-846 | 2 | \$20.00 | \$40.00 |
| Contract Line Item # 4 D003 | Reactivity Releasable Cyanide Releasable Sulfide | | | SW846 7.3.3.2 SW846 7.3.4.2 | 1 | \$40.00 | \$40.00 |
| Contract Line Item # 5 D004 D005 D006 D007 D008 D009 D010 D011 | TCLP Characteristic Metal Wastes Arsenic Barium Cadmium Chromium Lead Mercury Selemium Silver | 7440-38-2 7440-39-3 7440-43-9 7440-47-3 7439-92-1 7439-97-6 7782-49-2 7440-22-4 | | 1311 5 6020A 100 6020A 1 6020A 5 6020A 5 6020A 0.2 7470A/7471B 1 6020A 5 6020A | 16 | \$120.00 | \$1,920.00 |
| Contract Line Item # 6 D012 | Individual TCLP Characteristic Metal | | | See Above | 5 | \$70.00 | \$350.00 |
| Contract Line Item # 7 D018 D019 | TCLP VOCs Characteristic Wastes Benzene Carbon Tetrachloride | 71-43-2 56-23-5 | | 1311/8260B 0.5 8260B 0.5 8260B | 10 | \$195.00 | \$1,950.00 |

NH Adjutant General's Department
Hazardous Waste and Environmental Sample Analysis
EXHIBIT A-1 Contract Line Items and Pricing

| Contract Line Item # | Characteristic/Compound(s) | Chemical Abstract # | Regulatory Level mg/L | Potential Methods EPA | Estimated # of Analysis Per Year | Price Per Sample | Total Price For Estimated #/year | |
|------------------------|--------------------------------------|---------------------|-----------------------|-----------------------|----------------------------------|------------------|----------------------------------|------------|
| D021 | Chlorobenzene | 108-90-7 | | 100 8260B | | | | |
| D022 | Chloroform | 67-66-3 | | 6 8260B | | | | |
| D027 | 1,4 Dichlorobenzene | 106-46-7 | | 7.5 8260B | | | | |
| D028 | 1,2 Dichloroethane | 107-06-2 | | 0.5 8260B | | | | |
| D029 | 1,1 Dichloroethylene | 75-35-4 | | 0.7 8260B | | | | |
| D035 | Methyl Ethyl Ketone | 78-93-3 | | 200 8260B | | | | |
| D039 | Tetrachloroethylene | 127-18-4 | | 0.7 8260B | | | | |
| D040 | Trichloroethylene | 79-01-6 | | 0.5 8260B | | | | |
| D043 | Vinyl Chloride | 75-01-4 | | 0.2 8260B | | | | |
| Contract Line Item # 8 | | | | | | 2 | \$200.00 | \$400.00 |
| | TCLP semi VOC's Characteristic Waste | | | | | | | |
| D023 | o-Cresol | 95-48-7 | | 200 8270D | | | | |
| D024 | m-cresol | 108-39-4 | | 200 8270D | | | | |
| D025 | p-cresol | 106-44-5 | | 200 8270D | | | | |
| D026 | Cresol | 1319-77-3 | | 200 8270D | | | | |
| D030 | 2,4 Dinitrotoluene | 121-14-2 | | 0.13 8270D | | | | |
| D032 | Hexachlorobenzene | 118-74-1 | | 0.13 8270D | | | | |
| D033 | Hexachlorobutadiene | 87-68-3 | | 0.5 8270D | | | | |
| D034 | Hexachloroethane | 67-72-1 | | 3 8270D | | | | |
| D036 | Nitrobenzene | 98-95-3 | | 2 8270D | | | | |
| D037 | Pentachlorophenol | 87-86-5 | | 100 8270D | | | | |
| D038 | Pyridine | 110-86-1 | | 5 8270D | | | | |
| D041 | 2,4,5-Trichlorophenol | 95-95-4 | | 400 8270D | | | | |
| D042 | 2,4,6-Trichlorophenol | 88-06-2 | | 2 8270D | | | | |
| Contract Line Item # 9 | | | | | | 12 | \$90.00 | \$1,080.00 |
| | Total Halogens | | | 9023 or 9020 | | | | |

NH Adjutant General's Department
Hazardous Waste and Environmental Sample Analysis
EXHIBIT A-1 Contract Line Items and Pricing

| Contract Line Item # | Characteristic/Compound(s) | Chemical Abstract # | Regulatory Level mg/L | Potential Methods EPA | Estimated # of Analysis Per Year | Price Per Sample | Total Price For Estimated #/year |
|-------------------------|---|---------------------|-----------------------|-----------------------|----------------------------------|------------------|----------------------------------|
| Contract Line Item # 10 | PCB | | | 3540C/8082A | 15 | <u>\$60.00</u> | \$900.00 |
| Contract Line Item # 11 | Oil and Grease | | | 1664 HEM | 10 | <u>\$50.00</u> | \$500.00 |
| Contract Line Item # 12 | Non-polar Material (TPH) | | | 1664 SGT-HEM | 4 | <u>\$50.00</u> | \$200.00 |
| Contract Line Item # 13 | Diesel or Gasoline Range Organics (DRO/GRO) | | | 8015B | 2 | <u>\$60.00</u> | \$120.00 |
| Contract Line Item # 14 | Volitile Organic Compounds in soil | | | 8260B | 2 | <u>\$115.00</u> | \$230.00 |
| Contract Line Item # 15 | Polynuclear Aromatic Hydrocarbons in Soil | | | 8270D | 2 | <u>\$135.00</u> | \$270.00 |
| Contract Line Item # 16 | TOTAL RCRA Metals (See Item 5) | | | 7470A/7471B | 10 | <u>\$70.00</u> | \$700.00 |
| Contract Line Item # 17 | TOTAL RCRA VOCs (See Item 7) | | | 8260B | 10 | <u>\$115.00</u> | \$1,150.00 |
| Contract Line Item # 18 | TOTAL RCRA Semi-VOCs (See Item 8) | | | 8270D | 2 | <u>\$150.00</u> | \$300.00 |
| Contract Line Item # 19 | Surcharge For Expedited Service | | | Per Analysis | 2 | <u>0</u> | \$0.00 |
| CONTRACT TOTAL | | | | | | | \$10,690.00 |

STATE OF NEW HAMPSHIRE
THE ADJUTANT GENERAL'S DEPARTMENT

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

SUBJECT: Hazardous Waste and Environmental Sample Analysis 2017-2019

The Contract Price

The Adjutant General's Department will pay the contractor a maximum total of \$21,380.00 (\$10,690.00 per fiscal year). This amount shall not be exceeded without issuance of an amendment to this agreement and approval by the Governor and Executive Council of the State of New Hampshire.

Method of Payment

Payment will be made within 30 days after receipt of a proper invoice. Payment shall be made by mailing a bank draft to the address specified in the General Provisions 1.4 of this agreement.

Invoices will be submitted by the Contractor to: The Adjutant General of New Hampshire, NGNH-FMO-ENV (ATTN: Zachary Boyajian), 1 Minuteman Way, Concord, New Hampshire 03301.

Terms of Payment

The Adjutant General's Department will pay the contractor based on invoiced services performed and after approved tests results and chain of custody documentation have been provided. Invoiced prices shall be based on price per sample for the Contract line Item Number specified in Exhibit A-1. Prices for any unspecified analytical services will be mutually agreed upon by the contractor and the TAG prior to the Contractor performing the service.