



The State of New Hampshire **Department of Environmental Services**

Robert R. Scott, Commissioner



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February 27, 2020

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

REQUESTED ACTION

Authorize the Department of Environmental Services (NHDES) to enter into a **Sole Source** contract with Eastern Analytical, Inc. (EAI), Concord, NH (Vendor Code #160428-B001), in the amount of \$32,000 to provide routine and emergency laboratory services, effective upon Governor and Council (G&C) approval through June 30, 2023. 62.5% Oil Pollution Control Funds and 37.5% Hazardous Waste Cleanup Fund.

Funding is available in the accounts as follows with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office, if needed and justified. Funding for FY 2022 – 2023 is contingent upon the availability and continued appropriation of funds.

Account Name	Account Number 03-44-44-444010-	FY 2020	FY 2021	FY 2022	FY 2023	Totals
Hazardous Waste Cleanup Fund	5392-020-500239	\$3,000	\$3,000	\$3,000	\$3,000	\$12,000
Oil Pollution Control Fund	1400-020-500239	\$5,000	\$5,000	\$5,000	\$5,000	\$20,000
	Totals:	\$8,000	\$8,000	\$8,000	\$8,000	\$32,000

EXPLANATION

NHDES is requesting a **Sole Source** contract with EAI for the following reasons:

- The NHDES Spill Response and Complaint Investigation Section (SRCIS) in the NHDES-Waste Management Division (WMD), needs analytical services in support of emergency response activities related to chemical and oil discharges, and in support of investigations of illegal waste disposal. SRCIS requires immediate access to laboratory prepared and preserved sample containers and trip blanks due to the unpredictability of emergency response and the volatile nature of many of the chemicals involved in both emergency responses and disposal investigations.

- The New Hampshire Environmental Laboratory Accreditation Program (NHELAP) identifies only two accredited laboratories that can perform all required EPA accredited laboratory SW-846 waste characterization analyses. One lab is 56 miles from the NHDES Concord offices, and the EAI lab is 2.5 miles from NHDES offices allowing immediate access for services.
- SRCIS needs immediate access to EAI to provide analytical tests and results on a priority turnaround basis to ensure evidentiary sample results are prepared and presented according to site-specific quality assurance requirements. Whereas, the State Health Laboratory cannot provide all of the sample containers for the various tests nor can it complete all of the analytical tests required for properly assessing oil discharges and illegal waste disposal.
- Additionally, SRCIS will have immediate access to EAI lab personnel and managers to obtain technical guidance, technical consultation, and procedural details for priority testing of sample media and waste materials

This requested action enables WMD to manage SRCIS's limited resources effectively in responding quickly to an emergency or limited duration incident and acquiring and logging sample materials quickly, and receiving analytical documentation to meet regulatory timetables. Other NHDES contracts exist with different laboratory companies; however, the other contracts are not intended to respond to SRCIS-focused needs for immediacy of sampling and analysis, and close-coordination to achieve predictable results. An EAI contract would also provide access to EAI's expert testimony, research and technical consultation, data management services, field services and equipment rentals, if requested by NHDES.

In the event that Oil Pollution Control funds and/or the Hazardous Waste Cleanup funds are no longer available, General Funds will not be requested to support this contract. This contract was approved by the NH Department of Justice as to form, substance, and execution.

We respectfully request your approval of this item.



Robert R. Scott, Commissioner

Attachments

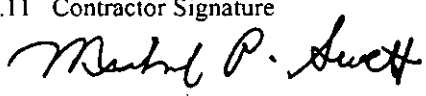

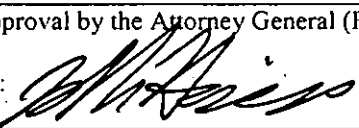
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive, P.O. Box 95, Concord, NH 03302-0095	
1.3 Contractor Name Eastern Analytical, Inc.		1.4 Contractor Address 25 Chenell Drive, Concord, NH 03301	
1.5 Contractor Phone Number 800-287-0525	1.6 Account Number 03-44-44 444010-1400-020-500239 444010-5392-020-500239	1.7 Completion Date June 30, 2023	1.8 Price Limitation \$32,000.00
1.9 Contracting Officer for State Agency Steven A. Croce, P.E.		1.10 State Agency Telephone Number (603) 271 - 2229	
1.11 Contractor Signature  Date: 2/24/20 President		1.12 Name and Title of Contractor Signatory Michael P. Swett, President	
1.13 State Agency Signature  Date: 3/2/20		1.14 Name and Title of State Agency Signatory Robert R. Scott, Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) . By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 3/3/2020			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials MS
 Date 2/24/20

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, 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.

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

EXHIBIT A

No Special Provisions are required.

MD
1/15/20

EXHIBIT B

SCOPE OF SERVICES

NHDES Contract for EAI Services

The contract scope of services by Eastern Analytical, Inc. (Contractor) shall provide analytical and processing, and presentation services for NHDES-supported site investigations and potential evidentiary testing in support of regulatory compliance. The contract shall include the following:

Task-1A. The Contractor shall, at the request of NHDES-WMD, perform analytical services as necessary and quantify contaminants in solid and aqueous environmental samples as specified in Exhibit A-1.

Task-1B. The Contractor shall, at the request of NHDES-WMD, perform analytical services as necessary and quantify contaminants in semi-solid and product samples as specified in Exhibit A-1.

Task- 1C. The Contractor shall, at the request of NHDES-WMD, perform analytical services as necessary and quantify contaminants in hazardous and toxic waste samples as specified in Exhibit A-1.

Task-2. The Contractor shall provide all necessary materials, including containers, coolers, preservatives, sample container labels, chain-of-custody forms, field blanks, and trip blanks for collecting samples for analysis.

- The containers shall be clean and conform to USEPA quality control requirements and procedures, including preservation in accordance with an applicable methodology
- The Contractor shall follow and maintain industry standard chain-of-custody procedures
- The Contractor shall accept chain-of-custody forms developed by NHDES

Task-3. The Contractor shall provide NHDES with complete written reports of its analyses as required under the Request for Proposals dated October 15, 2019. Electronic data deliverables will be sent in pdf format to NHDES within five working days following analysis.

Task-4. The Contractor shall provide NHDES with additional assignments, upon request, for expert testimony, research and technical consultation, data management services, field services and equipment rentals.

mga
1/18/20

EXHIBIT A-1

The following analytical services are required. A quotation must be provided for each analysis listed. Prices shall be quoted on a per sample basis; all sample preparation costs, QA/QC and reporting are to be included in the cost except where for priority analytical turnaround. Quotations should also be provided for additional costs for priority analyses performed in less than five (5) days. Where a method is not specified, indicate the method and/or method revision to be used. ~~No subcontractor handling, testing, or QA/QC will be allowed.~~ NHDES agreed to eliminate this requirement. JLL 12/17/2019

ANALYTE	EPA METHODS	PRICE PER SAMPLE	PRIORITY PRICE	PRIORITY PRICE
		STANDARD RATE	2-4 DAY MULTIPLE	24 HR. MULTIPLE
I. WASTE CHARACTERIZATION				
Corrosivity	9040/9045	\$15	\$22.50	\$30
Ignitability	1010/1030	\$35	\$52.50	\$70
Reactivity-cyanide or sulfide	7.3.3.2 / 7.3.4.2	\$75	\$112.50	\$150
TCLP or SPLP ANALYSIS				
Extraction for Volatiles (ZHE)	1311/1312	\$64	\$96	\$128
Extraction for SOC, Metals, Pest, Herb	1311/1312	\$64	\$96	\$128
Analytical Suites:				
Volatiles	8260C	\$120	\$180	
Semi-Volatiles	8270D	\$280	\$420	
Pesticides	8081	\$112	\$168	
Herbicides	8151 (Subcontracted)	\$145	\$217.50	
RCRA Metals, total (8)	6020A	\$96	\$144	
II. ORGANIC ANALYSES				
Base Neutral/Acid Extractables (soil)	625/8270	\$280	\$420	\$560
Acid Extractables (soil)	8270	\$160	\$240	\$320
Base Neutral Extractables (soil)	8270	\$200	\$300	\$400
Polynuclear Aromatic Hydrocarbons (soil)	8270/8310	\$132	\$198	\$264
TPH as Diesel (DRO) in soil	8015C Mod	\$72	\$108	\$144
TPH as Gasoline (GRO) in soil	8015C Mod	\$56	\$84	\$112
Organochlorine Pesticides	608/8081	\$112	\$168	
Organochlorine Pesticides & PCB's	608/8081+8082	\$196	\$294	
PCB's in Water/Soil	608/8082	\$84	\$126	\$168
PCB's in Water as decachlorobiphenyl	508A (Subcontracted)	\$200	\$300	
PCB's in Oil	8082	\$84	\$126	
PCB's on Wipes/Filter	8082	\$84	\$126	\$168
1,4-Dioxane	8260 SIM	\$75	\$112.50	\$150
DRINKING WATER ANALYSIS				
Volatile Organics	GC/MS 524.2	\$110	\$165	\$220
III. INORGANIC ANALYSES				
Individual Metals (soil)**	6020	\$35	\$52.50	\$70
Asbestos	Bulk - PLM (Subcontracted)	\$25	\$37.50	\$50
Total and Amenable Cyanide	9010/9014, ASTM D7511, 4500CNE, OIA-167, 4500CNG	\$130	\$195	

1/18/20

Tuesday, 10/15/2019

III. SUBCONTRACTED ANALYSES <i>(if needed due to matrix)</i>				
WASTE CHARACTERIZATION				
Corrosivity	NACE Standard TM-01-69	\$240		
Ignitability, Flash Point	Pensky-Martens (PMCC) EPA 1010	\$240		
pH of Water	ASTM D 1293	\$96		
Cyanide, Total and Amenable	EPA 9010B	\$240		
Sulfide, Reactive, Solid Wastes, mg/Kg	EPA 9030B	\$240		
TCLP ANALYSIS				
Extraction for Volatiles (ZHE)	1311	\$240		
Extraction for SOC, Metals, Pest, Herb	1311	\$240		
Analytical Suites:				
Volatiles	8240B	\$600		
Semi-Volatiles	8270D	\$600		
Herbicides & Pesticides Screen <i>(Chlordane, Endrin, Heptachlor, Lindane, Methoxychlor, Toxaphene, 2,4-D and 2,4,5-TP (Silvex))</i>	EPA 8140	\$600		
RCRA Metals, total (8)	ICP-AES EPA 200.7	\$552		

10/15/19
5:01

EXHIBIT C

Contract Price and Payment Method

1.0 Funding Account Numbers:

Account Number 03-44-44-	Totals
444010-5392-020-500239	\$12,000
444010-1400-020-500239	\$20,000
	\$32,000.00

- 2.0 NHDES agrees to pay Eastern Analytical, Inc. (EAI) for the comprehensive analytical testing, documentation, and reporting items as specified in the NHDES Request for Proposals, dated October 15, 2019, and in accordance with the USEPA and State of New Hampshire methodologies and reporting formats used in the industry.

Refer to **Exhibit A-1** for the standard and priority analytical testing prices.

Any EAI services requested outside of the listed testing prices including consultations, research, field services, equipment rentals, data management and expert testimony will be negotiated for cost and product requirements at reasonable market values.

- 3.0 The NHDES agrees to accept and pay invoices as submitted by EAI no later than 45 days after approval by the NHDES reviewer, or after an invoice has been received and approved by the NHDES – WMD Contracts Supervisor, whichever is later:
- 4.0 The total amount of all payments made to EAI by the NHDES shall not exceed the amount set forth in this contract unless the terms of this contract are revised by the State and approved by the NH Governor and Council.
- 5.0 The prices provided in the EAI Proposal, dated 12/17/2019, shall be used throughout the contract period and shall not be revised or “marked-up” unless negotiated with the State and approved in a formal amendment to the contract agreement by the NH Governor and Executive Council.

mas
2/26/20

Certificate of Authority

I, Lorraine F. Olashaw, Secretary of Eastern Analytical, Inc. do
Printed Name of Certifying Officer Title Name of Company

hereby certify that Michael P. Swett is authorized to execute any documents
Printed Name of Person Authorized to sign
that may be necessary to enter into a contract with the State of New Hampshire.

In witness whereof, I have hereunto set my hand as the Secretary,
Office/Position of Certifying Officer
of Eastern Analytical, Inc., this 8th day of January, 2020
Name of Company



Signature of Certifying Officer


Notarization

State of New Hampshire
County of Merrimack

On January 8, 2020, before me, Alison Blay,
Date Name of Notary or Justice of the Peace

the undersigned officer, personally appeared Lorraine F. Olashaw, who
Printed Name of Certifying Officer
acknowledged him/herself to be the Secretary, of Eastern Analytical, Inc.
Office/Position Name of Company
and that she/he, being authorized to do so, executed the foregoing instrument for the
purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.



Notary Public or Justice of the Peace

(affix seal)
ALISON D. BLAY, Notary Public
My Commission Expires March 13, 2024

Commission Expires: _____

Handwritten initials and date
1/18/20

State of New Hampshire

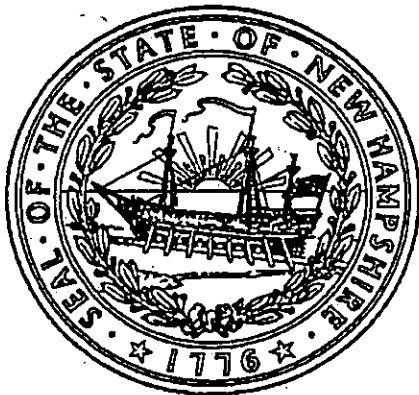
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that EASTERN ANALYTICAL, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on December 04, 1980. 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: 20942

Certificate Number: 0004758732



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 8th day of January A.D. 2020.

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

William M. Gardner
Secretary of State

Handwritten initials "MM" and the date "1/15/20" in cursive script.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/8/2020

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 THE ROWLEY AGENCY INC. 45 Constitution Avenue P.O. Box 511 Concord NH 03302-0511		CONTACT NAME: Jennifer Letendre PHONE (A/C No. Ext): (603) 224-2562 FAX (A/C No.): (603) 224-8012 E-MAIL ADDRESS: jletendre@rowleyagency.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: West American Insurance Co. NAIC # 44393	
		INSURER B: Ohio Casualty Insurance Company 24074	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: 19/20 GL Cert 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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			BKW58468471	04/04/2019	04/04/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			BA058468471	04/04/2019	04/04/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			US058468471	04/04/2019	04/04/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
B	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	N/A	3A States: NH, VT, MA XW058468471	04/04/2019	04/04/2020	<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

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

RE: NH DES Analytical Testing contract. State of NH Dept of Environmental Services (NHDES) is an additional insured w/respects to general liability when required by written contract.

CERTIFICATE HOLDER

State of NH
 Dept of Environmental Services
 29 Hazen Drive
 Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
 Jennifer Letendre/JLP *Jenny Letendre*

mld
 1/16/20