



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES



Thomas S. Burack, Commissioner

April 30, 2014

Her Excellency, Governor Margaret Wood Hassan
 And Honorable Council
 State House
 Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Environmental Service (DES) to enter into a contract with Eastern Analytical, Inc. (VC# 160428) Concord, NH, in the amount not to exceed \$65,500.00, for laboratory analytical services, effective as of July 1, 2014 through June 30, 2016, upon Governor and Council approval. Funding is 10% Federal, 23% General Fund, and 67% Other Fee Funds.

Funding is available as follows, with the authority to adjust encumbrances in each State Fiscal year through the Budget Office, if needed and justified. Funding for FY2016 is contingent upon continuing appropriation and availability of funds.

Dept. of Environmental Services Account #	FY 2015	FY2016
03-44-44-442010-1435-102-500731	\$10,000.00	\$10,000.00
Sludge Analysis Fund, Contract for Program Services		
03-44-44-444010-5392-102-500731	\$3,000.00	\$3,000.00
Hazardous Waste Cleanup Fund, Contract for Program Services		
03-44-44-441010-4788-102-500731	\$1,000.00	\$1,000.00
SRF Loan Management Fund, Contract for Program Services		
03-44-44-442010-3817-102-500731	\$6,500.00	\$0.00
Dam Maintenance Program Fund, Contract for Program Services		
010-44-44-444010-2589-102-500731	\$2,000.00	\$2,000.00
CERCLA Maintenance Fund , Contract for Program Services		
03-44-44-444010-2590-102-500731	\$3,500.00	\$3,500.00
CERCLA Program Fund , Contract for Program Services		
03-44-44-444010-1400-102-500731	\$5,000.00	\$5,000.00
Oil Remediation Fund, Contract for Program Services		
03-44-44-444010-1419-102-500731	\$5,000.00	\$5,000.00
Gasoline Remediation & Elimination of Ethers Fund, Contract for Program Services		
TOTALS:	\$36,000.00	\$29,500.00

EXPLANATION

DES has periodic need for analytical services performed on hazardous waste, soil, and sludge samples. In addition, there are certain tests, for example Chemical Oxygen Demand (COD) or polychlorinated biphenyls (PCB), that the laboratories of the Department of Health and Human Services do not perform. Due to the nature of the analytical tests requested and constraints imposed by sample matrices and holding times, it is necessary for the DES to have an outside laboratory under contract to assist in meeting its laboratory needs.

DES has an established an objective process for evaluating bids when awarding contracts for laboratory services. In addition to the bid price, this selection process evaluates a laboratory's ability to meet the Quality Requirements specified in the bid proposal and their ability to perform all the analytical services in Exhibit A-1, to ensure that DES receives a quality product and controls costs. The contract is awarded to the technically qualified laboratory that offers a responsive bid at the lowest cost. Five laboratories responded to the DES request for proposal (RFP). As indicated in the RFP, the following matrix of potential samples (based on previous contract history) expected per year was used to calculate the low bid:

MATRIX FOR CALCULATING COST OF ANALYSES			
Parameter	Unit Price	Number of Tests	Total Price
Individual Metals (soil) – Section A		30	
8270 ABN (soil) – Section A		25	
PAH (soil) – Section A		10	
TOC (soil) – Section B		20	
Polychlorinated Dibenzo-p-Dioxins and Polychlorinated Dibenzofurans –Section B		5	
Flashpoint – Section A		10	
SPLP extract + metals analysis - Section A		5	
COD – Section B		5	
PCB's in soil – Section A		10	
Asbestos – Section B		3	
Full Exhibit A-1 Section C analysis		15	

Bids were reviewed and scored by Michael Rainey, supervisor of the Residual Management Section. Two laboratories submitted a complete bid package and three other laboratories submitted bid offers that were incomplete. A tabulation of the bidder's qualifications and prices for the matrix for calculating costs of analyses is shown below.

Laboratory	Package Complete and Meet Qualifications	Cost Based on RFP Matrix	Ranking
Eastern Analytical, Inc.	yes	\$30,440	1
Absolute Resource Associates	yes	\$33,500	2
TestAmerica	no	\$28,935	none
ChemServe Environmental Analysts	no	incomplete	none
Pace Analytical Services	no	incomplete	none

Eastern Analytical, Inc. is the lowest qualified bidder and has agreed to honor the prices, terms, and conditions quoted in its original bid.

Eastern Analytical, Inc. is a laboratory that fully meets the quality assurance/quality control standards required by the state and federal governments, including those required by the U.S. Environmental Protection Agency (USEPA) and the National Environmental Laboratory Accreditation Conference. Eastern Analytical, Inc. has the laboratory capability to perform the analyses in accordance with specifications set forth by DES programs for both enforcement and site remediation functions by providing for the identification and quantification of environmental contaminants and hazardous characteristics in soil, air, water, sludge, and waste samples.

This contract has been approved by the Department of Justice as to form, substance, and execution.

We respectfully request your approval.

A handwritten signature in black ink, reading "Thomas S. Burack". The signature is written in a cursive style with a horizontal line underneath the name.

Thomas S. Burack, Commissioner

Subject: NH DES Analytical Contract

FORM NUMBER P-37 (version 1/09)

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire - Dept. 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 603-228-0525	1.6 Account Number See Requested Action	1.7 Completion Date June 30, 2016	1.8 Price Limitation \$65,500.00
1.9 Contracting Officer for State Agency Michael Rainey		1.10 State Agency Telephone Number 603-271-2818	
1.11 Contractor Signature <i>Michael P. Swett / President</i>		1.12 Name and Title of Contractor Signatory Michael P. Swett, President	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>April 3, 2014</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] <i>Pamela D. Gagnon</i> PAMELA D. GAGNON Notary Public - New Hampshire My Commission Expires February 12, 2019			
1.13.2 Name and Title of Notary or Justice of the Peace <u>PAMELA D GAGNON - Notary Public</u>			
1.14 State Agency Signature <i>Thomas A. Burack</i>		1.15 Name and Title of State Agency Signatory <u>Thomas S. Burack, Commissioner</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <i>[Signature]</i> On: <u>5-6-2014</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials MLP
Date 9/2/11

8. EVENT OF DEFAULT/REMEDIES.

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
 - 8.1.2 failure to submit any report required hereunder; and/or
 - 8.1.3 failure to perform any other covenant, term or condition of this Agreement.
- 8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
 - 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
 - 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
 - 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

- 9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
- 9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
- 9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

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

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

14. INSURANCE.

- 14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
- 14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and
 - 14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
- 14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
- 14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be

attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

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

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

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual

intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

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

EXHIBIT A-1

BID FORM

The undersigned hereby offers to perform services for the New Hampshire Department of Environmental Services as specified at the prices quoted in Exhibit A-1 in complete accordance with the provisions set forth in this bid form.

Return one copy of the bidder qualification requirements materials together with two copies of the completed Exhibit A-1 to Michael Rainey, Department of Environmental Services, Wastewater Engineering Bureau, PO Box 95, 29 Hazen Dr., Concord NH 03302-0095. This bid must be received no later than 4:00 pm on February 28, 2014.

BIDDER Eastern Analytical, Inc.

Mailing Address: 25 Chenell Drive

Concord, NH 03301

Michael P. Swett

Type or print name of authorized signatory

Michael P. Swett, President
Signature of authorized person

Date: February 27, 2014

Bidder must submit copy of their Laboratory Quality Systems Manual, an example of a standard deliverables package, and a listing of standard turn around times and communications measures taken when a QC, detection limit, or hold time problem is encountered.

Bidders must be able to satisfactorily demonstrate to DES their capabilities to perform all of the services listed in the SCOPE OF SERVICES and to perform these services in accordance with DES time and quality requirements.

Bidders shall provide a bid price for each analysis in Exhibit A-1

Bidder shall affirmatively state their agreement to perform the requested services in accordance with the provisions of the State of New Hampshire's standard contract (Form P-37).

AWARD CRITERIA: The Department of Environmental Services will first evaluate each bid package to ensure completion of all bid qualification requirements. Only bidders who submit a complete bid package will be considered for the award.

The bid award will be made to the qualified bidder with the lowest total bid price for the test matrix (completed by the bidder) presented below using the specified quantities for each parameter. In case two or more bidders quote the same lowest total cost, the bid award will be made to the qualified bidder with the lowest total bid price for all parameters listed in Exhibit A-1 using the assumption of one each for each parameter. DES reserves the right to reject any or all bids or any part thereof.

MATRIX FOR CALCULATING COST OF ANALYSES			
Parameter	Unit Price	Number of Tests	Total Price
Individual Metals (soil) – Section A	\$15.00	30	\$450.00
8270 ABN (soil) – Section A	\$175.00	25	\$4,375.00
PAH (soil) – Section A	\$107.00	10	\$1,070.00
TOC (soil) – Section B	\$65.00 (sub)	20	\$1,300.00 (sub)
Polychlorinated Dibenzo-p-Dioxins and Polychlorinated Dibenzofurans –Section B	\$550.00 (sub)	5	\$2,750.00 (sub)
Flashpoint – Section A	\$15.00	10	\$150.00
SPLP extract + metals analysis - Section A	\$61.00	5	\$305.00
COD – Section B	\$15.00	5	\$75.00
PCB's in soil – Section A	\$60.00	10	\$600.00
Asbestos – Section B	\$15.00 (sub)	3	\$45.00 (sub)
Full Exhibit A-1 Section C analysis	\$1,288.00	15	\$19,320.00
TOTAL			\$30,440.00

EXHIBIT A-1

SECTION A

The following analytical services are required. A quotation must be provided for each analysis listed. Price shall be quoted on a per sample basis; all sample preparation costs and repeat analytical runs are to be included in the cost except where itemized; price is same for all matrices. 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. If a subcontractor will be used, this must be indicated for each analyte and the final cost quoted.

ANALYTE	EPA METHODS	PRICE PER SAMPLE	PRIORITY PRICE
I. WASTE CHARACTERIZATION			
Corrosivity	9040/9045	\$9.00	\$13.50
Ignitability:	1010/1030	\$15.00	\$22.50
Flashpoint	1010	\$27.00	\$40.50
TCLP or SPLP ANALYSIS			
Extraction for Volatiles (ZHE)	1311/1312	\$60.00	\$90.00
Extraction for SOC, Metals, Pest, Herb	1311/1312	\$48.00	\$72.00
Analytical charges:			
Volatiles	8260	\$90.00	\$135.00
Semi-Volatiles	8270	\$175.00	\$262.50
Pesticides	8081	\$80.00	\$120.00
Herbicides	8151	\$145.00	\$217.50
Metals	6010/6020A	\$10.00	\$15.00
II. ORGANIC ANALYSES			
Base Neutral/Acid Extractables (soil)	8270	\$175.00	\$262.50
Acid Extractables (soil)	8270	\$100.00	\$150.00
Base Neutral Extractables (soil)	8270	\$150.00	\$225.00
Polynuclear Aromatic Hydrocarbons (soil)	8270/8310	\$107.00	\$160.50
Organochlorine Pesticides	608/8081	\$80.00	\$120.00
Organochlorine Pesticides & PCB's	608/8081+8082	\$140.00	\$210.00
PCB's in Water/Soil	608/8082	\$60.00	\$90.00
PCB's in Water as decachlorobiphenyl	508A	\$250.00 (sub)	\$375.00 (sub)
PCB's in Oil	8082	\$60.00	\$90.00
PCB's on Wipes/Filter	8082	\$60.00	\$90.00
PCB's in Tissue	8082	\$175.00 (sub)	\$262.50 (sub)
III. INORGANIC ANALYSES			
Individual Metals (soil)**	6010/6020A	\$10.00	\$15.00

* VOC analysis shall also meet the requirements of DES guidance, *Changes in VOC Analytical Requirements*, found on the DES webpage at http://des.nh.gov/organization/divisions/waste/hwrp/sss/hwrp/guidance_documents.htm.

** Metals by requested EPA method including required digestion for any sample submitted.

EXHIBIT A-1

SECTION B

The following analytical services are requested on a less frequent basis. Where a method is not specified, indicate the method and/or method revision to be used for drinking water, waste water and/or hazardous waste. If a subcontractor will be used for these analyses, this must be indicated for each analyte with the final cost quoted.

ANALYTE	METHOD	PRICE PER SAMPLE
I. ORGANIC ANALYSES		
Chlorinated Phenoxy Herbicides	8151/515/555	\$145.00 (sub)
Carbon Dioxide in Monitored Natural Attenuation	4500CO2D	\$60.00
Polychlorinated Dibenzo-p-Dioxins and Polychlorinated Dibenzofurans	1613	\$550.00 (sub)
Polychlorinated Dibenzo-p-Dioxins and Polychlorinated Dibenzofurans	8280	\$550.00 (sub)
Formaldehyde	8315	\$165.00 (sub)
Hexane Extractable Material	1664	\$49.00
Organophosphorus Pesticides	8141	\$135.00 (sub)
VOA's in air-Tedlar Bags	TO1 /TO15	\$195.00 (sub)
VOA's in air-SUMMA canisters	TO15	\$265.00 (sub)
Total Organic Carbon (solid)	Lloyd Kahn	\$65.00 (sub)
Total Organic Halide (TOX)	EPA 9020B/9023	\$120.00
Volatile Fatty Acids	IC	\$110.00
Volatiles(low level soil-bisulfate)	8260	\$165.00 (possibly sub) (EAI does not use bisulfate as a preservative. Most RLs can be met using Method 5035 with Methanol preservation which EAI can analyze in-house)
II. INORGANIC ANALYSES		
Asbestos	PLM Bulk Material	\$15.00 (sub)
Carbonaceous Biochemical Oxygen Demand, (cBOD ₅), mg/L	SM 5210B	\$40.00
Chemical Oxygen Demand	HACH 8000	\$20.00
Chloride (in waste samples)	9056/9253	\$15.00
Grain Size	ASTMC136/ASTMC117	\$100.00 (sub)
MBAS	SM 5540C	\$60.00 (sub)
Perchlorate	314.0	\$125.00
Sulfide	HACH 8131	\$15.00
Total Phenols	420.1/9065	\$33.00
% Solids	2540B-97	\$10.00
% Sulfur	3050B or 6010B/200.2 or 200.7	\$45.00 (sub)
IV. Priority Pick-up & Reporting		
Priority Pick-up	\$0.00	\$0.00
Report in EMD Excel Format	\$0.00	\$0.00

EXHIBIT A-1

SECTION C

The following analytical services are requested to meet the requirements of the sludge management rule Env-Wq 800. The price quoted is final cost per sample and includes all sample preparation and repeat analytical runs. If a subcontractor will be used for these analyses, this must be indicated for each analyte group with the final cost quoted.

Section C-1. Volatile Organic Compounds

METHOD

PRICE PER SAMPLE

SW 8260B

\$90.00

Compound	Det Limit mg/kg	Compound	Det Limit mg/kg
Dichlorodifluoromethane	2.0	Chloromethane	2.0
Vinyl chloride	2.0	Bromomethane	2.0
Chloroethane	2.0	Trichlorofluoromethane	2.0
Diethyl ether	5.0	Acetone	5.0
1,1-Dichloroethene	2.0	Methylene chloride	2.0
Carbon disulfide	2.0	Methyl-tert-butyl ether	2.0
trans-1,2-Dichloroethene	2.0	1,1-Dichloroethane	2.0
2-Butanone	2.0	2,2-Dichloropropane	2.0
cis-1,2-Dichloroethene	2.0	Chloroform	2.0
Bromochloromethane	2.0	Tetrahydrofuran	2.0
1,1,1-Trichloroethane	2.0	1,2-Dichloropropene	2.0
Carbon tetrachloride	2.0	1,2-Dichloroethane	2.0
Benzene	2.0	Trichloroethene	2.0
1,2-Dichloropropane	2.0	Dichlorobromomethane	2.0
Dibromomethane	2.0	4-Methyl-2-pentanone	2.0
cis-1,3-Dichloropropene	2.0	Toluene	2.0
trans-1,3-Dichloropropene	2.0	1,1,2-Trichloroethane	2.0
2-Hexanone	5.0	1,3-Dichloropropane	2.0
Tetrachloroethene	2.0	Dibromochloromethane	2.0
1,2-Dibromoethane	2.0	Chlorobenzene	2.0
1,1,1,2-Tetrachloroethane	2.0	Ethylbenzene	2.0
m&p-Xylene	10	o-Xylene	5.0
Styrene	2.0	Bromoform	2.0
Isopropylbenzene	5.0	1,1,2,2-Tetrachloroethane	2.0
1,2,3-Trichloropropane	2.0	n-Propylbenzene	5.0
Bromobenzene	2.0	1,3,5-Trimethylbenzene	5.0
2-Chlorotoluene	2.0	4-Chlorotoluene	2.0
tert-Butylbenzene	5.0	1,2,4-Trimethylbenzene	5.0
sec-Butylbenzene	5.0	p-Isopropyltoluene	5.0
1,3-Dichlorobenzene	5.0	1,4-Dichlorobenzene	5.0
n-Butylbenzene	5.0	1,2-Dichlorobenzene	5.0
1,2-Dibromo-3-chloropropane	2.0	1,2,4-Trichlorobenzene	2.0
Hexachlorobutadiene	2.0	Naphthalene	5.0
1,2,3-Trichlorobenzene	2.0		

Section C- 2. Semi-volatile Compounds

METHOD

PRICE PER SAMPLE

SW 8270D

\$175.00

Compound	Det Limit mg/kg	Compound	Det Limit mg/kg
1,2-Diphenylhydrazine (as Azobenzene)	2.5	2,4,5-Trichlorophenol	5.0
2,4,6-Trichlorophenol	2.5	2,4-Dichlorophenol	2.5
2,4-Dimethylphenol	2.5	2,4-Dinitrophenol	12
2,4-Dinitrotoluene	2.5	2,6-Dinitrotoluene	2.5
2-Chloronaphthalene	10	2-Chlorophenol	2.5
2-Methylnaphthalene	5.0	2-Methylphenol	5.0
2-Nitrophenol	5.0	3,3'-Dichlorobenzidine	4.0
3-Nitroaniline	5.0	3&4-Methylphenol	5.0
4,6-Dinitro-2-methylphenol	12	2-Nitroaniline	5.0
4-Bromophenyl phenylether	10	4-Chloro-3-methylphenol	10
4-Chloroaniline	2.5	4-Chlorophenyl phenylether	10
4-Nitroaniline	5.0	4-Nitrophenol	12
Acenaphthene	5.0	Acenaphthylene	5.0
Anthracene	5.0	Benzidine	12
Benzo(a)anthracene	2.5	Benzo(a)pyrene	2.5
Benzo(b)fluoranthene	5.0	Benzo(g,h,l)perylene	5.0
Benzo(k)fluoranthene	5.0	bis(2-Chloroethoxy)methane	5.0
bis(2-Chloroethyl) ether	2.5	bis(2-Chloroisopropyl)ether	2.5
bis(2-Ethylhexyl)phthalate	5.0	Butylbenzyl phthalate	5.0
Carbazole	2.5	Chrysene	5.0
Di-n-butyl phthalate	5.0	Di-n-octyl phthalate	5.0
Dibenzo(a,h)anthracene	2.5	Dibenzofuran	5.0
Diethyl phthalate	5.0	Dimethyl phthalate	5.0
Fluoranthene	5.0	Fluorene	5.0
Hexachlorobenzene	2.5	Hexachlorocyclopentadiene	5.0
Hexachloroethane	2.5	Indeno(1,2,3-cd)pyrene	2.5
Isophorone	2.5	n-Nitroso-di-n-propylamine	2.5
n-Nitrosodimethylamine	4.0	n-Nitrosodiphenylamine	2.5
Nitrobenzene	2.5	Pentachlorophenol	4.0
Phenanthrene	5.0	Phenol	5.0
Pyrene	5.0		

Section C-3. Pesticides

METHOD

PRICE PER SAMPLE

SW 8081B

\$80.00

Compound	Det Limit mg/kg	Compound	Det Limit mg/kg
Aldrin	0.3	gamma-BHC (Lindane)	0.3
alpha-BHC	0.3	delta-BHC	0.3
beta-BHC	0.3	Chlordane	0.8
4,4'-DDT	0.3	4,4'-DDE	0.3
4,4'-DDD	0.3	alpha-Endosulfan	0.3
beta-Endosulfan	0.3	Endosulfan sulfate	0.3
Endrin	0.3	Endrin aldehyde	0.3
Heptachlor	0.3	Heptachlor epoxide	0.3
Toxaphene	0.8		

Section C-4. Polychlorinated Biphenyls

METHOD

PRICE PER SAMPLE

SW 8082A

\$60.00

Compound	Det Limit mg/kg	Compound	Det Limit mg/kg
PCB-1242	1.0	PCB-1254	1.0
PCB-1221	1.0	PCB-1232	1.0
PCB-1248	1.0	PCB-1260	1.0
PCB-1016	1.0		

Section C-5. Metals

METHOD

PRICE PER SAMPLE

SW 846 6000/7000 series

\$140.00

Metal*	Det Limit mg/kg	Metal	Det Limit mg/kg
Total Arsenic	10	Total Cadmium	1.0
Total Chromium	10	Total Copper	10
Total Lead	11	Total Mercury	0.05
Total Molybdenum	18	Total Nickel	10
Total Selenium	18	Total Zinc	10
Total Antimony	8	Total Beryllium	0.1
Total Silver	4.0	Total Thallium	10

* Metals price per sample must include required digestion.

Section C-6. Additional Analyses

	Det Limit mg/kg	METHOD	PRICE PER SAMPLE
pH		SM-4500-H or SW846 9045C	<u>\$5.00</u>
Percent solids		SM-2540G or CLP-4F	<u>\$10.00</u>
Nitrate-nitrite	30	SM-4500-NO ₃ , SW846-9210 or EPA 353-3000 series	<u>\$15.00</u>
Total Kjeldahl nitrogen	300	SM-4500-N _{org} or EPA-351.3	<u>\$25.00</u>
Ammonia nitrogen	30	SM-4500-NH ₃ or EPA-350	<u>\$20.00</u>
Total organic nitrogen		calculation	<u>\$10.00</u>
Potassium	15	SM-3500-K or SW846 6000/7000 series	<u>\$10.00</u>
Phosphorus	15	SM-4500-P or EPA-365	<u>\$10.00</u>

Section C-7. Dioxins

METHOD

PRICE PER SAMPLE

EPA 1613 A or B

\$550.00 (sub)

Compound	Det Limit ppt TEQ	Compound	Det Limit ppt TEQ
2,3,7,8 TCDD & 2,3,7,8 TCDF	5	Remaining congeners of 2,3,7,8 TCDD	5

Section C- 8. Cyanide

	Det Limit mg/kg	METHOD	PRICE PER SAMPLE
Total cyanide	10	SM-4500-CN or SW846 9010B	<u>\$38.00</u>

Section C-9.

	Det Limit	METHOD	PRICE PER SAMPLE
Fecal coliform	1000 MPN/g	SM 9221E, SM 9222 D or Methods 1680 or 1681	<u>\$50.00</u>

TOTAL COST PER SAMPLE FOR A FULL EXHIBIT A-1 SECTION C ANALYSIS

\$1,288.00

EXHIBIT A-1

SECTION D

The following analytical services are requested to meet the requirements of the DES Dam Bureau for the assessment of sediment toxicity. The price quoted is the final cost per sample and includes all sample preparation and repeat analytical runs. If a subcontractor will be used for these analyses, this must be indicated for each method with the final cost quoted.

Method	EPA Document #	Price per sample
Methods for Measuring the Toxicity and Bioaccumulation of Sediment-associated Contaminants with Freshwater Invertebrates	EPA 600/R-99/064 MARCH 2000	\$3,500.00 (sub) Depending on species and test required, prices can be as low \$780.00 per sample.
Methods for Assessing the Toxicity of Sediment-associated Contaminants with Estuarine and Marine Amphipods	EPA 600/R-94/025 June 1994	\$1,450.00 28 Day Test (sub) \$1,150.00 10 Day Test (sub) <i>Pricing is lower with more samples.</i>
Method for Assessing the Chronic Toxicity of Marine and Estuarine Sediment-associated Contaminants with the Amphipod <i>Leptocheirus plumulosus</i>	EPA 600/R-01/020 March 2001	\$1,450.00 28 Day Test (sub) \$1,150.00 10 Day Test (sub) <i>Pricing is lower with more samples.</i>

EXHIBIT B

PAYMENT TERMS

The contract and financial arrangements for the aforementioned services shall be as follows:

1. The STATE agrees to pay Eastern Analytical, Inc. up to the price per analysis as specified in EXHIBIT A-1.
2. The STATE agrees to accept and pay invoices as submitted by Eastern Analytical, Inc. no later than 30 days after completion of services in accordance with the conditions and specifications in EXHIBIT A-1 or after an invoice has been received by the Department, whichever is later.
3. The total amount of all payments made to Eastern Analytical, Inc. by the STATE shall not exceed \$36,000 for FY 2015 and \$29,500 for FY 2016 unless said section is increased by the STATE in accordance with Governor and Council approval.

EXHIBIT C

SPECIAL PROVISIONS

There are no special provisions.

Certificate of Authority

I, LORRAINE F. O'NEAL, 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 4th day of April, 2014,
Name of Company

Lorraine F. O'Neal
Signature of Certifying Officer

Notarization

State of NH,
County of Merrimack
On April 4, 2014, before me, Pamela Gagnon,
Date Name of Notary or Justice of the Peace

the undersigned officer, personally appeared LORRAINE F. O'NEAL, who
Printed Name of Certifying Officer
acknowledged him/herself to be the SECRETARY, of Eastern,
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.

Pamela D. Gagnon
Notary Public or Justice of the Peace

(affix seal)

Commission Expires: _____

PAMELA D. GAGNON
Notary Public - New Hampshire
My Commission Expires February 12, 2019

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 corporation duly incorporated under the laws of the State of New Hampshire on December 4, 1980. I further certify that all fees and annual reports required by the Secretary of State's office have been received and that articles of dissolution have not been filed.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 4th day of April, A.D. 2014

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

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/2/2014

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

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

PRODUCER THE ROWLEY AGENCY INC. 139 Loudon Road P.O. Box 511 Concord NH 03302-0511	CONTACT NAME: Jennifer Porter PHONE (A/C, No, Ext): (603) 224-2562 E-MAIL ADDRESS: jporter@rowleyagency.com	FAX (A/C, No): (603) 224-8012
	INSURER(S) AFFORDING COVERAGE	
INSURED Eastern Analytical, Inc. 25 Chenell Drive Concord NH 03301	INSURER A: The Netherlands Ins. Co.	NAIC # 24171
	INSURER B: Excelsior Insurance Co.	NAIC # 11045
	INSURER C: Liberty Mutual Ins Co	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** 14/15 all w/o prof/poll **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <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			CBP9404076	4/4/2014	4/4/2015	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 - COMP/OP AGG \$ 2,000,000
	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			BA9407869	4/4/2014	4/4/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$ 10,000			CU9413315	4/4/2014	4/4/2015	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	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 <input checked="" type="checkbox"/> N N/A			Section 3A: NH WC9410515	4/4/2014	4/4/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: NH DES Analytical Testing Contract

CERTIFICATE HOLDER State of NH Dept of Environmental Services ATTN Michael Rainey 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 Porter/JLP <i>Jennifer Porter</i>
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