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The State of New Hampshire  
**DEPARTMENT OF ENVIRONMENTAL SERVICES**



**Thomas S. Burack, Commissioner**

April 19, 2013

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

REQUESTED ACTION

Authorize the Department of Environmental Services (DES) to enter into an agreement with EnviroSystems, Inc. (VC# 157225), Hampton, New Hampshire, in the amount of \$19,566.25 for Whole Effluent Toxicity testing, effective as of July 1, 2013 through June 30, 2016, upon Governor and Council approval. 100% WRBP funds.

Funding is available in the account as follows, with the authority to adjust encumbrances in each of the stated fiscal years through the Budget Office if needed and justified. Funding for FY 2014-2016 is contingent upon the availability and continued appropriation of funds.

	FY 14	FY 15	FY 16
03-44-442010-1300-020-500239	\$6,337.50	\$6,518.75	\$6,710.00
Dept. of Environmental Services, Winnepesaukee River Basin, Current Expenses			

EXPLANATION

This is a contract with a biological laboratory to perform scheduled toxicological evaluations of the effluent from the Department of Environmental Services (DES) wastewater treatment plant (WWTP) in Franklin. The DES Winnepesaukee River Basin Program (WRBP) operates the regional wastewater collection and treatment system on behalf of the 10 communities in the lakes region that receive the benefit of the service.

The quarterly analytical testing specified in Item 1 and Item 2 of Exhibit A of this agreement is required by the Environmental Protection Agency (EPA) in the NPDES (National Pollutant Discharge Elimination System) Permit issued to the WRBP. Whole Effluent Toxicity (WET) testing is performed to evaluate the effect that the effluent discharge might have on the receiving waters – the Merrimack River. Item 3 Discharge Monitoring Report Quality Assurance (DMR QA) is an annual requirement of the EPA to assure continued laboratory quality control. Item 4 provides for any necessary repetition of the EPA required testing in Items 1 and 2. The bioassay toxicity testing must be performed by laboratories that have specialized equipment and personnel specifically trained for such evaluations. DES laboratories do not have the capability to perform such testing.

The protocol for WET testing requires that the samples be analyzed within 36 hours of collection and, for this reason, only laboratories located in New England and accredited by the New Hampshire Environmental Laboratory Accreditation Program (NHELAP) for WET testing were considered qualified.

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council

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A Request for Quotation (RFQ) was prepared and advertised in The Citizen of Laconia newspaper and posted on the Department of Administrative Services Purchase and Property website. In addition, the RFQ was also sent directly to the only two laboratories in New England which are known to perform these services. Only a single response to the RFQ was received.

Company and Location

Quotation

EnviroSystems, Inc., Hampton, NH  
Aquatec Biological Sciences, Williston, VT

\$19,566.25  
No response

As a result, we wish to award the contract to EnviroSystems, Inc. EnviroSystems, Inc has the required accreditation through NHELAP, does not subcontract any of the required testing, and has performed these services for the WRBP Franklin WWTP for many years to our complete satisfaction. Their quotation is also a reasonable increase of only 2-3% per year from their previous contract price.

The services to be provided under this contract involve the analytical testing of samples in the contractors' laboratory. Samples are collected and packed into coolers by WRBP personnel for shipment to the laboratory. Transportation of the samples is performed by a third party service. At the conclusion of the analytical work, results are compiled into a report which is mailed to the WRBP. DES believes that the potential risks from performance of the analytical services included in the Agreement are adequately covered by the \$1,000,000 insurance coverage specified in Exhibit C of the contract. This level of insurance has been in place for the previous contracts for these services.

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

We respectfully request your approval.

  
Thomas S. Burack, Commissioner

Subject:

Analytical Services for Whole Effluent Toxicity (WET) Testing

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, Concord, NH 03302	
1.3 Contractor Name EnviroSystems, Inc.		1.4 Contractor Address One Lafayette Rd. PO Box 778, Hampton, NH 03843-0778	
1.5 Contractor Phone Number 603-926-3345	1.6 Account Number 03-44-44-442010-1300-020	1.7 Completion Date June 30, 2016	1.8 Price Limitation \$19,566.25
1.9 Contracting Officer for State Agency Thomas S. Burack, Commissioner		1.10 State Agency Telephone Number 603-271-3503	
1.11 Contractor Signature <i>Petra Karbe</i>		1.12 Name and Title of Contractor Signatory PETRA KARBE, CEO/CFO	
1.13 Acknowledgement: State of <u>N.H.</u> , County of <u>Rockingham</u> On <u>4/15/13</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 <i>Kenneth [Signature]</i> [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Notary</u>			
1.14 State Agency Signature <i>Thomas S. Burack</i>		1.15 Name and Title of State Agency Signatory Thomas S. Burack, Commissioner	
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>4-30-13</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 PK  
Date 4/15/13

**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

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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" THE SERVICES

Contract period July 1, 2013 to June 30, 2016

**Item 1. Whole Effluent Toxicity (WET) Testing:** A definitive 48-hour acute test using two test species: (1) Daphnid (*Ceriodaphnia dubia*) and (2) Fathead Minnow (*Pimephales promelas*). Toxicity testing will be performed during the months of January, April, July and October. The tests will follow the specifications in **Attachment A** to NPDES Permit No. NH0100960. The (WET) testing results are to be submitted to the WRBP by the 30<sup>th</sup> day after the test is begun.

**Item 2. Chemical Analysis:** A chemical analysis of the effluent and diluent shall be performed for the parameters listed in Section VI of **Attachment A** to the NPDES Permit in conjunction with the WET testing. The results of the chemical analysis are to be submitted to the WRBP by the 30<sup>th</sup> day after the test is begun. The results of the Total Suspended Solids (TSS) and Ammonia tests are to be submitted by FAX, if required, in advance of the full report to reach the WRBP not later than the 7<sup>th</sup> day of the month following the month of the test.

**Item 3. DMR QA testing:** The laboratory shall participate in the yearly DMR QA study for Acute Toxicity for the two test species identified in Item 1 and provide the necessary reports required by the DMR QA study.

**Item 4. Repeat (WET) Testing and Chemical Analysis:** If the diluent proves to be toxic to either one of the test species, the State may request that a repeat test be conducted within fourteen (14) days of the first test. The test will follow the specifications in **Attachment A** to NPDES Permit. The results are to be included with the original report and submitted to the WRBP by the 30<sup>th</sup> day after the repeat test is begun. A repeat required due to QA/QC failure or lab error shall be performed at no cost to the State.

**TOXICITY TEST REPORTING:** A report of the testing results shall include the following.

- Description of sample collection procedures and site description.
- Names of individuals collecting and transporting samples, times and dates of sample collection and analysis on chain-of-custody.
- General description of tests: age of test organisms, origin, dates and results of standard toxicant tests; light and temperature regime; other information on test conditions if different than procedures recommended. Reference toxicant test data should be included.
- All chemicals/physical data generated. (Include minimum detection levels and minimum quantification levels).
- Raw data and bench sheets.

**EXHIBIT "A"**  
**THE SERVICES- Continued**

- Provide a description of dechlorination procedures (as applicable).
- Any other observations or test conditions affecting test outcome.

**ADDITIONAL LABORATORY RESPONSIBILITIES**

The successful vendor shall provide the following:

1. All sampling containers.
2. Coolers for shipping.
3. Chain-of-custody documentation.
4. Prepaid shipping to and from the WRBP with shipping instructions.

It shall be the responsibility of the laboratory awarded the bid to be in conformance with all state and federal laboratory requirements and standards that are in existence when the contract is awarded or that may come into existence during the life of the contract.

Information contained in the State's Request for Quotations dated March 4, 2013 is hereby included in Exhibit A by reference.

# **EXHIBIT "A"**

## **THE SERVICES- Continued**

### **USEPA REGION 1 FRESHWATER ACUTE TOXICITY TEST PROCEDURE AND PROTOCOL**

#### **I. GENERAL REQUIREMENTS**

The permittee shall conduct acceptable acute toxicity tests in accordance with the appropriate test protocols described below:

**Daphnid (Ceriodaphnia dubia) definitive 48 hour test.**

**Fathead Minnow (Pimephales promelas) definitive 48 hour test.**

Acute toxicity test data shall be reported as outlined in Section VIII.

#### **II. METHODS**

The permittee shall use 40 CFR Part 136 methods. Methods and guidance on fresh water acute toxicity testing may be found at:

<http://www.epa.gov/region1/npdes/permits/generic/freshwateracutetoxtest-rev.pdf>

as noted in the NHDES WRBP NPDES Permit No. NH0100960 effective on September 1, 2009

The permittee shall also meet the sampling, analysis and reporting requirements included in this protocol. This protocol defines more specific requirements while still being consistent with the Part 136 methods. If, due to modifications of Part 136, there are conflicting requirements between the Part 136 method and this protocol, the permittee shall comply with the requirements of the Part 136 method.

#### **III. SAMPLE COLLECTION**

A discharge sample shall be collected. Aliquots shall be split from the sample, containerized and preserved (as per 40 CFR Part 136) for chemical and physical analyses required. The remaining sample shall be measured for total residual chlorine and dechlorinated (if detected) in the laboratory using sodium thiosulfate for subsequent toxicity testing. (Note that EPA approved test methods require that samples collected for metals analyses be preserved immediately after collection.) Grab samples must be used for pH, temperature, and total residual chlorine (as per 40 CFR Part 122.21).

Standard Methods for the Examination of Water and Wastewater describes dechlorination of samples (APHA, 1992). Dechlorination can be achieved using a ratio of 6.7 mg/L anhydrous sodium thiosulfate to reduce 1.0 mg/L chlorine. If dechlorination is necessary, a thiosulfate control (maximum amount of thiosulfate in lab control or receiving water) must also be run in the WET test.

All samples held overnight shall be refrigerated at 1- 6 degrees C.

**EXHIBIT "A"**  
**THE SERVICES- Continued**

**IV. DILUTION WATER**

A grab sample of dilution water used for acute toxicity testing shall be collected from the receiving water at a point immediately upstream of the permitted discharge's zone of influence at a reasonably accessible location. Avoid collection near areas of obvious road or agricultural runoff, storm sewers or other point source discharges and areas where stagnant conditions exist.

In the case where an alternate dilution water has been agreed upon an additional receiving water control (0% effluent) must also be tested.

If the receiving water diluent is found to be, or suspected to be toxic or unreliable, an alternate standard dilution water of known quality with a hardness, pH, conductivity, alkalinity, organic carbon, and total suspended solids similar to that of the receiving water may be substituted **AFTER RECEIVING WRITTEN APPROVAL FROM THE PERMIT ISSUING AGENCY(S)**. Written requests for use of an alternate dilution water should be mailed with supporting documentation to the following address:

Director  
Office of Ecosystem Protection (CAA)  
U.S. Environmental Protection Agency-New England  
5 Post Office Sq., Suite 100 (OEP06-5)  
Boston, MA 02109-3912

and

Manager  
Water Technical Unit (SEW)  
U.S. Environmental Protection Agency  
5 Post Office Sq., Suite 100 (OES04-4)  
Boston, MA 02109-3912

Note: USEPA Region 1 retains the right to modify any part of the alternate dilution water policy stated in this protocol at any time. Any changes to this policy will be documented in the annual DMR posting.

*See the most current annual DMR instructions which can be found on the EPA Region 1 website at <http://www.epa.gov/region1/enforcementandassistance/dmr.html> for further important details on alternate dilution water substitution requests.*

It may prove beneficial to have the proposed dilution water source screened for suitability prior to toxicity testing. EPA strongly urges that screening be done prior to set up of a full definitive toxicity test any time there is question about the dilution water's ability to support acceptable performance as outlined in the 'test acceptability' section of the protocol.

**EXHIBIT "A"**  
**THE SERVICES- Continued**

**VI. CHEMICAL ANALYSIS**

At the beginning of a static acute toxicity test, pH, conductivity, total residual chlorine, and temperature must be measured in the highest effluent concentration and the dilution water. Dissolved oxygen, pH and temperature are also measured at 24- and 48-hour intervals. It is also recommended that total alkalinity and total hardness be measured in the control and highest effluent concentration at the beginning of the test. The following chemical analyses shall be performed for each sampling event.

Parameter	Effluent	Receiving Water	ML(mg/l)
Hardness (1)	X	X	0.5
Total Residual Chlorine(TRC)(2)(3)	X		0.02
Alkalinity	X	X	2.0
pH	X	X	--
Specific Conductance	X	X	--
Total Solids	X		--
Total Dissolved Solids	X		--
Ammonia	X	X	0.1
Total Organic Carbon	X	X	0.5
Total Metals			
Cd	X	X	0.0005
Pb	X	X	0.0005
Cu	X	X	0.003
Zn	X	X	0.005
Ni	X	X	0.005
Al	X	X	0.02
Other as permit requires			

Notes:

1. Hardness may be determined by:

- APHA Standard Methods for the Examination of Water and Wastewater, 21<sup>st</sup> Edition. Method 2340-B (hardness by calculation), Method 2340C (filtration)

2. Total Residual Chlorine may be performed using any of the following methods provided the required minimum limit (ML) is met.

- APHA Standard Methods for the Examination of Water and Wastewater, 21<sup>st</sup> Edition. Method 4500-CL E Low Level Amperometric Titration, Method 4500-CL G DPD Colorimetric Method

3. Required to be performed on the sample used for WET testing prior to its use for toxicity.

**EXHIBIT "A"**  
**THE SERVICES- Continued**

**VII. TOXICITY TEST DATA ANALYSIS**

LC50 Median Lethal Concentration (Determined at 48 Hours)

Methods of Estimation

- Probit Method
- Spearman-Karber
- Trimmed Spearman-Karber
- Graphical

See the flow chart in Figure 6 on p. 77 of EPA 600/4-90/027F for appropriate method to use on a given data set.

No Observed Acute Effect Level (NOAEL)

See the flow chart in Figure 13 on p. 94 of EPA 600/4-90/027F.

**VIII. TOXICITY TEST REPORTING**

A report of the results will include the following:

- Description of sample collection procedures and site description.
- Names of individuals collecting and transporting samples, times and dates of sample collection and analysis on chain-of-custody.
- General description of tests: age of test organisms, origin, dates and results of standard toxicant tests; light and temperature regime; other information on test conditions if different than procedures recommended. Reference toxicant test data should be included.
- All chemicals/physical data generated. (Include minimum detection levels and minimum quantification levels).
- Raw data and bench sheets.
- Provide a description of dechlorination procedures (as applicable).
- Any other observations or test conditions affecting test outcome.

**EXHIBIT "B"**  
**COST AND TERMS OF PAYMENT**

<u>SCHEDULED SERVICES</u>	<u>FY 14</u>	<u>FY 15</u>	<u>FY 16</u>
Item 1. <b>Whole Effluent Toxicity (WET) Testing:</b> <sup>1</sup>			
Annual Cost	\$ <u>4,080</u>	\$ <u>4,200</u>	\$ <u>4,328</u>
Item 2. <b>Chemical Analysis:</b> <sup>1</sup>			
Annual Cost	\$ <u>950</u>	\$ <u>975</u>	\$ <u>1,000</u>
Item 3. <b>DMR – QA testing:</b>			
Annual Cost	\$ <u>50</u>	\$ <u>50</u>	\$ <u>50</u>
<u>UNSCHEDULED SERVICES</u>			
Item 4. <b>Repeat (WET) and Chemical Analysis:</b>	\$ <u>1,257.50</u>	\$ <u>1,293.75</u>	\$ <u>1,332.00</u>
TOTAL (Item 1 + Item 2 + Item 3 + Item 4) <sup>2</sup> =	\$ <u>6,337.50</u>	\$ <u>6,518.75</u>	\$ <u>6,710.00</u>

NOTES

1. The cost per event will be determined by dividing the annual cost by 4 (the number of quarters in the year)
2. The contract price limitation is based upon the sum of the annual scheduled and unscheduled services. Contract period in July 1, 2013 to June 30, 2016. FY14 is from July 1, 2013 to June 30, 2014, FY15 is July 1, 2014 to June 30, 2015, and FY16 is July 1, 2015 to June 30, 2016.
3. The contracted laboratory to be paid within thirty (30) days of submission of invoice after satisfactory completion of work. Approval of this work does not authorize any expenditure over the price limitations.

EnviroSystems, Inc.  
Company Name

**EXHIBIT "C"**  
**SPECIAL PROVISIONS**

Delete P-37 Agreement item 14.1.1 which reads: "comprehensive general liability insurance against all claims of bodily injury, death or property damage, in the amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence;"

Replace P-37 Agreement item 14.1.1 with the following: "comprehensive general liability insurance against all claims of bodily injury, death or property damage, in the amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence or in amounts of no less \$1,000,000 per occurrence and no less than \$2,000,000 aggregate liability insurance".

**Firms shall submit any requested Special Provisions with their Quotation.**

**CORPORATE RESOLUTION**

I, John Ryan Esq., hereby certify that I am the duly elected and acting Secretary of EnviroSystems, Inc., a New Hampshire corporation and that by unanimous written consent by the Board of Directors of EnviroSystems, Inc. pursuant to New Hampshire RSA 293-A:150 and 193:44, dated April 10, 2013 resolutions, of which the following are true copies, were unanimously adopted:

RESOLVED, that Petra Karbe of the corporation, be authorized, empowered and directed to execute, on behalf of the corporation, a contract dated 4/15/13 with the Water Division, Department of Environmental Services of the State of New Hampshire for the WET testing.

RESOLVED, that the Secretary of the Corporation, John Ryan Esq., be authorized, empowered and directed to sign, and to seal the Corporate Seal, a Certificate of the foregoing action.

I further certify that Petra Karbe is the duly elected CEO/CFO of EnviroSystems, Inc., has accepted said office, and is acting therein.

I further certify that the foregoing resolutions remain in full force and effect.

IN WITNESS WHEREOF, I have signed my name and affixed the seal of the Corporation this 10 day of April, 2013.

Secretary



# 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 ENVIROSYSTEMS, INCORPORATED is a New Hampshire corporation duly incorporated under the laws of the State of New Hampshire on May 28, 1992. 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 15<sup>th</sup> day of April, A.D. 2013

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

William M. Gardner  
Secretary of State

