



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES

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Robert R. Scott, Commissioner

May 2, 2022

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 an agreement with Eastern Analytical, Inc. (VC #160428-B001) in the amount of \$16,335.00 for Whole Effluent Toxicity (WET) Analytical Testing services for the Winnepesaukee River Basin Program (WRBP), effective upon Governor and Council approval through June 30, 2025. 100% WRBP Funds.

Funding is available in the account as follows, with the ability to adjust encumbrances in each of the state fiscal years through the Budget Office, if needed and justified. Funding for FY24-25 is contingent upon the availability and continued appropriation of funds.

	<u>FY23</u>	<u>FY24</u>	<u>FY25</u>
03-44-44-442010-1300-020-500239	\$5,445	\$5,445	\$5,445
Dept. Environmental Services, Winnepesaukee River Basin, Current Expenses, Laboratory Services			

EXPLANATION

This contract is required for the analytical testing services needed for the WRBP's NPDES permit compliance. The WRBP requires these services from qualified laboratories with New Hampshire Environmental Laboratory Accreditation Program (NHELAP) accreditation for Analytical Testing for the WRBP Franklin Wastewater Treatment Plant.

A Request for Proposal (RFP) was prepared and sent to four firms which provide this type of service. The RFP was advertised in the Union Leader newspaper and posted on the NH Department of Administrative Services Purchase and Property website.

Responses to the RFP are as follows:

<u>Company</u>	<u>Results</u>
Eastern Analytical, Inc. Concord, NH	\$16,335.00
Aquatec Environmental, Williston, VT	\$31,125.00
Enthalpy Analytical LLC, Hampton, NH	No response
New England Bioassay, Manchester, CT	No response

- CONCORD OFFICE -

29 Hazen Drive, P.O. Box 95, Concord, New Hampshire 03302-0095
(603) 271-3504
TDD Access: Relay NH 1-800-735-2964

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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As a result of the two responses and subsequent due diligence, we wish to award the contract to Eastern Analytical, Inc. This contract enables the WRBP to retain a reliable firm capable of performing these services over the term of the contract.

Note that all operating costs of the WRBP are assessed to the users of the facilities, as provided in RSA 485-A:50. There is no General Fund contribution the WRBP operation.

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

We respectfully requested your approval of this item.



Robert R. Scott, Commissioner

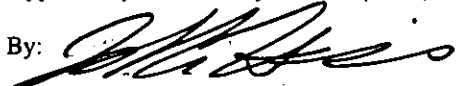
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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, Concord, NH 03302	
1.3 Contractor Name Eastern Analytical, Inc.		1.4 Contractor Address 51 Antrim Avenue, Concord, NH 03301	
1.5 Contractor Phone Number (800) 287-0525	1.6 Account Number 03-44-44-442010- 1300-020-500239	1.7 Completion Date June 30, 2025	1.8 Price Limitation \$16,335.00
1.9 Contracting Officer for State Agency Sharon McMillin		1.10 State Agency Telephone Number 603-934-4032	
1.11 Contractor Signature  Date: 4/4/22		1.12 Name and Title of Contractor Signatory MICHAEL P. SWEET President	
1.13 State Agency Signature  Date: 5/2/22		1.14 Name and Title of State Agency Signatory ROBERT R. SCOTT, Commissioner, NHDES	
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: 5/6/2022 5/6/2022			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials mas
 Date 4/4/22

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

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

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

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

6.3 The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

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

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

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

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor Initials

MP

Date

4/1/03

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.



9/4/2005

EXHIBIT A
SPECIAL TERMS AND CONDITIONS

None.

Initials MDL
Date 4/9/20

EXHIBIT B SCOPE OF SERVICES

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 or latest method revision. The (WET) testing results are to be submitted to the WRBP by the 30th 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 V of Attachment A to the NPDES Permit) in conjunction with the WET testing or latest method revision. The results of the chemical analysis are to be submitted to the WRBP by the 30th day after the test is begun. The results of the Total Suspended Solids (TSS) and Ammonia tests are to be submitted by e-mail, if required, in advance of the full report in order to reach the WRBP not later than the 7th day of the month following the month of the test.

Item 3. 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 30th 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.

PROFICIENCY TESTING

The laboratory shall participate in the yearly WP, WS, and/or DMRQA study for Acute Toxicity for the two test species identified in Item 1 and provide the necessary reports required by these studies.

TOXICITY TEST REPORTING

A report of the testing results shall include the following:

1. Description of sample collection procedures and site description.
2. Names of individuals collecting and transporting samples, times and dates of sample collection and analysis on chain-of-custody.
3. 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.
4. All chemicals/physical data generated. (Include minimum detection levels and minimum quantification levels).
5. Raw data and bench sheets.
6. Provide a description of dechlorination procedures (as applicable).
7. Any other observations or test conditions affecting test outcome.
8. An electronic copy of the final results will be emailed to the WRBP in both excel and PDF format in addition to a hard copy mailing to P.O. Box 68; Franklin, NH 03235. WRBP email addresses to be provided.

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, or courier services.

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 Proposals dated January 4, 2022 is hereby included in Exhibit B by reference.

Initials MO
Date 4/14/22

ATTACHMENT A

**USEPA REGION 1
FRESHWATER ACUTETOXICITY TEST PROCEDURE AND PROTOCOL –
(EXCERPT FROM NPDES PERMIT NO. NH0100960)**

I. GENERAL REQUIREMENTS

The permittee and their contract lab 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 of NPDES Permit No. NH0100960

II. METHODS

The permittee and their contract lab shall use 40 CFR Part 136 methods. Methods and guidance on fresh water acute toxicity testing may be found at the following link as noted in the NHDES WRBP NPDES Permit No. NH0100960.

<https://www3.epa.gov/region1/npdes/permits/generic/freshwateracutetoxtest-rev.pdf>

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 or the permit, there are conflicting requirements between the Part 136 method and this protocol, the permittee and their contract lab shall comply with the requirements of the Part 136 method.

III. SAMPLE COLLECTION (CONDUCTED BY THE WRBP)

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 contracted 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.

IV. DILUTION WATER (COLLECTED BY THE WRPB)

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 DMP 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.

The provided dilution water source shall be screened for suitability prior to toxicity testing. If the provided dilution water is unsuitable, the lab shall notify the WRBP immediately.

Initials MM
Date 4/4/02

V. 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. Alkalinity and total hardness shall 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 ⁽⁵⁾	Effluent	Receiving Water	ML ⁽⁴⁾ (mg/L)
Hardness ⁽¹⁾	X	X	0.5
Alkalinity	X	X	2.0
pH	X	X	-
Specific Conductance	X	X	-
Total Solids	X		-
Total Suspended Solids	X	X	-
Total Dissolved Solids	X		-
Total Ammonia, as N	X	X	0.1
Total Organic Carbon	X	X	0.5
Total Residual Chlorine ⁽²⁾⁽³⁾	X		0.02
Total Recoverable Aluminum	X	X	0.02
Total Recoverable Cadmium	X	X	0.0005
Total Recoverable Chromium	X	X	0.0005
Total Recoverable Copper	X	X	0.003
Total Recoverable Lead	X	X	0.0005
Total Recoverable Nickle	X	X	0.005
Total Recoverable Zinc	X	X	0.005
Temperature, Dissolved Oxygen, pH (24 hr)	X	X	-
Temperature, Dissolved Oxygen, pH (48 hr)	X	X	-

Notes:

⁽¹⁾ Hardness may be determined by:

- APHA Standard Methods for the Examination of Water and Wastewater, 21st Edition.
 - Method 2340B (Hardness by calculation),
 - Method 2340C (Titration)

⁽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, 21st Edition.
 - Method 4500-CL E Low Level Amperometric Titration,
 - Method 4500-CL G DPD Colorimetric Method.

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

⁽⁴⁾ Minimum Limit (ML) required before WET testing proceeds.

⁽⁵⁾ Parameters and monitoring frequencies are subject to change pending NPDES Permit reissuance

VI. TOXICITY TEST DATA ANALYSIS

LC50 Median Lethal Concentration (Determined at 48 Hours)

Methods of Estimation:

- Probit Method
- Spearman-Kärber
- Trimmed Spearman-Kärber
- Graphical

See the flow chart in Figure 6 on p. 73 of EPA-821-R-02-012 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. 87 of EPA-821-R-02-012.

**EXHIBIT C
PRICE AND PAYMENTS**

SCHEDULED SERVICES		<u>FY23</u>	<u>FY24</u>	<u>FY25</u>
Item 1. Whole Effluent Toxicity (WET) Testing ⁽¹⁾ :				
	Annual Cost	<u>\$3,000.00</u>	<u>\$3,000.00</u>	<u>\$3,000.00</u>
Item 2. Chemical Analysis ⁽¹⁾ :				
	Annual Cost	<u>\$1,356.00</u>	<u>\$1,356.00</u>	<u>\$1,356.00</u>
 UNSCHEDULED SERVICES				
		<u>FY23</u>	<u>FY24</u>	<u>FY25</u>
Item 3. Repeat (WET) and Chemical Analysis:		<u>\$1,089.00</u>	<u>\$1,089.00</u>	<u>\$1,089.00</u>
 TOTAL/FY (Item 1 + Item 2 + Item 3)		<u>\$5,445.00</u>	<u>\$5,445.00</u>	<u>\$5,445.00</u>
 TOTAL CONTRACT PRICE LIMITATION (FY23 + FY24 + FY25) ⁽²⁾		<u>\$16,335.00</u>		

Notes:

- (1) The cost per event for scheduled services will be determined by dividing the annual cost by 4 (the number of quarters in the year)
- (2) The total contract price limitation is based upon the sum of the annual scheduled and unscheduled services. Contract period runs from July 1, 2022 or upon Governor and Council approval whichever is later to June 30, 2025. FY23 is from July 1, 2022 to June 30, 2023, FY24 is July 1, 2023 to June 30, 2024, and FY25 is July 1, 2024 to June 30, 2025.
- (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.

Eastern Analytical, Inc.

Company Name

**EASTERN ANALYTICAL, INC.
61 ANTRIM AVENUE
CONCORD, NH 03301**

Initials

Date

MD
9/2/23

State of New Hampshire

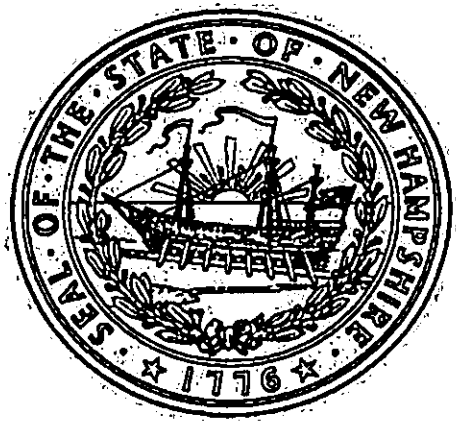
Department of State

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: 0005748141



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. 2022.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

Certificate of Authority :

Corporate Resolution

I, LORRAINE F. DASHAW, hereby certify that I am duly elected Clerk/Secretary of
(Name)

EASTERN ANALYTICAL, INC. I hereby certify the following is a true copy of a
(Name of Corporation or LLC)

vote taken at a meeting of the Board of Directors/shareholders, duly called and held on APRIL
(Month)

4th, 20 22 at which a quorum of the Directors/shareholders were present and voting.
(Day) (Year)

VOTED: That MICHAEL P. SWETT, (may list more than one person) is duly authorized to
(Name and Title) PRESIDENT

enter into contracts or agreements on behalf of EASTERN ANALYTICAL, INC. with
(Name of Corporation or LLC)

the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract to which this certificate is attached. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATED: APRIL 9, 2022

ATTEST: Lorraine F. Dashaw
(Name and Title)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/1/2022

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).

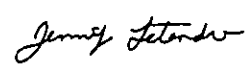
PRODUCER THE ROWLEY AGENCY INC. 45 Constitution Avenue P.O. Box 511 Concord NH 03302-0511	CONTACT NAME: Jennifer Letendre PHONE (A/C No. Ext): (603) 224-2562 FAX (A/C, No): (603) 224-8012 E-MAIL ADDRESS: jletendre@rowleyagency.com													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: West American Insurance Co.</td> <td>44393</td> </tr> <tr> <td>INSURER B: Ohio Casualty Company</td> <td>24074</td> </tr> <tr> <td>INSURER C: Evanston Insurance Company</td> <td>35378</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: West American Insurance Co.	44393	INSURER B: Ohio Casualty Company	24074	INSURER C: Evanston Insurance Company	35378	INSURER D:		INSURER E:		INSURER F:
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INSURED Eastern Analytical, Inc. 25 Chenell Drive Concord NH 03301														

COVERAGES CERTIFICATE NUMBER: 22/23 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	ADOL INSR	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"/> PROJECT <input type="checkbox"/> LOC OTHER:			BKW58468471	4/4/2022	4/4/2023	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/OP AGG \$ 2,000,000
A	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			BAN58468471	4/4/2022	4/4/2023	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"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			USO58468471	4/4/2022	4/4/2023	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 XWO58468471	4/4/2022	4/4/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Pollution & Professional Liability - Claims Made			MKLVIENV102932 DED: \$5,000	2/01/2022	2/01/2023	Each Occurrence \$2,000,000 General Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: NPDES Analytical Testing services-NHDES, Winnepesaukee River Basin (WRBP). State of NH Dept of Environmental Services (NHDES)-Winnepesaukee River Basin are additional insureds 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 
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