



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

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**Robert R. Scott, Commissioner**

July 22, 2019

His Excellency, Governor Christopher T. Sununu  
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 Enthalpy Analytical, LLC (VC #307047-R001), Hampton, NH in the amount of \$21,050.00 for Whole Effluent Toxicity testing, effective upon Governor & Council approval through June 30, 2022. 100% WRBP Funds.

Funds to support this request are anticipated to be available in the following accounts in FY 2020 - 2022 upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

	<u>FY20</u>	<u>FY21</u>	<u>FY22</u>
030-044-044-442010-1300-020-500239	\$6,925.00	\$7,030.00	\$7,095.00
Dept. 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) owns and operates the regional wastewater collection and treatment system on behalf of the 10 Lakes Region communities that are served by the system.

The quarterly analytical testing specified in Exhibit A Item 1 and Item 2 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 effluent discharge might have on the receiving waters – The Merrimack River. Item 3 provides for any necessary repetition of the EPA required testing items 1 and 2. The bioassay toxicity testing must be performed by laboratories that have specialized equipment and personnel specifically trained for such evaluations. The DES and WRBP 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.

A Request for Quotation (RFQ) was prepared and sent to four (4) laboratories in New England which are known to perform these services. Two responses were received. The RFQ was also advertised in the newspaper, The Union Leader, and posted on the Department of Administrative Services Purchase and Property website.

Responses to the RFQ are as follows:

<u>Company</u>	<u>Response</u>
Enthalpy Analytical, LLC (formerly EnviroSystems Inc.) Hampton, NH	\$21,050
Aquatec Environmental, Inc., Williston, VT	\$24,850
EST Associates, Needham Heights, MA	No Response
Deltek, Seattle, WA	No Response

As a result, we wish to award the contract to Enthalpy Analytical, LLC. Under their previous name, EnviroSystems Inc., this firm is the incumbent vendor and has satisfactorily performed similar services for the WRBP for many years. Enthalpy Analytical, LLC 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 0-1.5% per year from their previous contract price.

Note that all operating costs of the WRBP are paid by the users of the wastewater treatment and collection system, as provided in RSA 485-A:50. There is no General Fund contribution to the WRBP's operation.

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

We respectfully request your approval.

  
Robert R. Scott, Commissioner

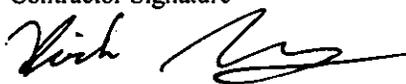
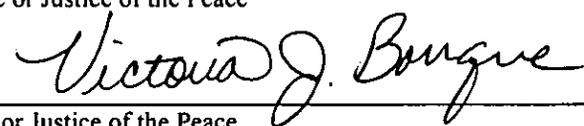
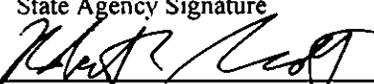
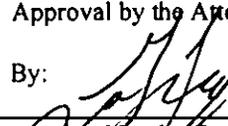
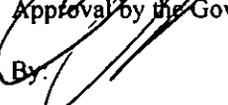
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**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 Enthalpy Analytical, LLC		1.4 Contractor Address 1 Lafayette Road, PO Box 778, Hampton, NH, 03843	
1.5 Contractor Phone Number 603-926-3345	1.6 Account Number 03-44-44-442010-1300-020-500239	1.7 Completion Date June 30, 2022	1.8 Price Limitation \$21,050.00
1.9 Contracting Officer for State Agency Sharon A. McMillin		1.10 State Agency Telephone Number 603-934-4032	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Kirk Cran, Laboratory Director	
1.13 Acknowledgement: State of <u>New Hampshire</u> County of <u>Rockingham</u> On <u>7/17/19</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 <div style="display: flex; align-items: center;"> <div style="border: 1px solid black; padding: 2px; margin-right: 10px;">[Seal]</div>  <div style="margin-left: 20px; text-align: right;">                         VICTORIA J. BOURQUE, Notary Public                          My Commission Expires April 17, 2024                     </div> </div>			
1.13.2 Name and Title of Notary or Justice of the Peace Victoria J. Bourque, Notary Public			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Robert R. Scott Commissioner, NHDES	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>7/30/19</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By:  On: _____			

**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

Agreement. This provision shall survive termination of this Agreement.

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

#### 8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

#### 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

#### 14. INSURANCE.

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

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

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

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

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

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

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

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

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

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

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

**EXHIBIT "A"**  
**THE 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 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 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 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 e-mail, if required, in advance of the full report in order to reach the WRBP not later than the 7<sup>th</sup> 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 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.

**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.

**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.
- 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 PO 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.

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 1, 2019 is hereby included in Exhibit A by reference.

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

**ATTACHMENT A**  
**USEPA REGION 1 FRESHWATER ACUTE**  
**TOXICITY 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.

**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:

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

as noted in the NHDES WRBP NPDES Permit No. NH0100960. 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).

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

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

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

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.*

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 WRPB immediately.

**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	Effluent	Receiving Water	ML <sup>(4)</sup> (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 (NH <sub>3</sub> -N)	X	X	0.1
Total Organic Carbon	X	X	0.5
<u>Total Recoverable Metals</u>			
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			

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

Parameter	Effluent	Receiving Water
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, 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(s) used for WET testing prior to its use for toxicity.
4. Minimum Limit (ML) required before WET testing proceeds.

**VI. 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 document EPA 600/4-90/027F for a methods reference.)

No Observed Acute Effect Level (NOAEL)

See the document EPA 600/4-90/027F for methods for measuring the acute toxicity of effluents and receiving waters.

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

<u>SCHEDULED SERVICES</u>	<u>FY 20</u>	<u>FY 21</u>	<u>FY 22</u>
Item 1. Whole Effluent Toxicity (WET) Testing: <sup>(1)</sup>			
Annual Cost	\$ <u>4520</u>	\$ <u>4600</u>	\$ <u>4648</u>
Item 2. Chemical Analysis: <sup>(1)</sup>			
Annual Cost	\$ <u>1020</u>	\$ <u>1024</u>	\$ <u>1028</u>
<u>UNSCHEDULED SERVICES</u>			
Item 3. Repeat (WET) and Chemical Analysis:	\$ <u>1385</u>	\$ <u>1406</u>	\$ <u>1419</u>
TOTAL (Item 1 + Item 2 + Item 3) <sup>(2)</sup> =	\$ <u>6925</u>	\$ <u>7030</u>	\$ <u>7095</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 contract price limitation is based upon the sum of the annual scheduled and unscheduled services. Contract period runs from July 1, 2019 or upon Governor and Council approval whichever is later to June 30, 2022. FY20 is from July 1, 2019 to June 30, 2020, FY21 is July 1, 2020 to June 30, 2021, and FY22 is July 1, 2021 to June 30, 2022.
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.

Enthalpy Analytical, LLC  
Company Name

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

None.

Initials:     *kr*      
Date:     7/17/19

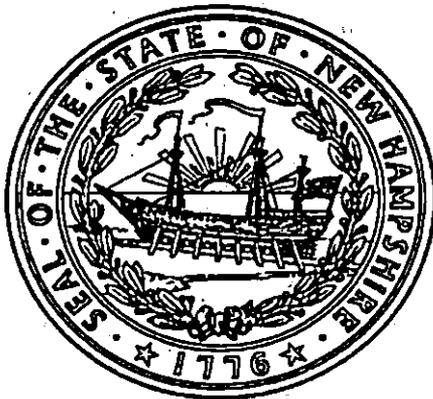
**State of New Hampshire**  
**Department of State**

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that ENTHALPY ANALYTICAL, LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on May 31, 2019. 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: 820734

Certificate Number: 0004524076



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 June A.D. 2019.

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

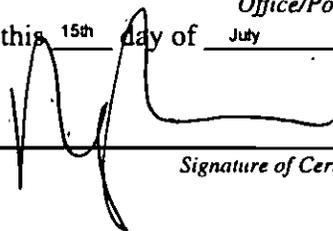
William M. Gardner  
Secretary of State

# Certificate of Authority

I, Nasym Afsari, Secretary of Enthalpy Analytical, LLC do  
*Printed Name of Certifying Officer Title Name of Company*

hereby certify that Kirk Cram 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 Enthalpy Analytical, LLC, this 15<sup>th</sup> day of July, 2019.  
*Name of Company*

  
*Signature of Certifying Officer*

## Notarization

State of \_\_\_\_\_  
County of \_\_\_\_\_  
On July 15, 2019, before me, Diana Frank,  
*Date Name of Notary or Justice of the Peace*

the undersigned officer, personally appeared Nasym Afsari, who  
*Printed Name of Certifying Officer*  
acknowledged him/herself to be the Secretary, of Enthalpy Analytical, LLC,  
*Office/Position Name of Company*  
and that she/he, being authorized to do so, executed the foregoing instrument for the  
purposes therein contained.

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

  
*Notary Public or Justice of the Peace*



(affix seal)

Commission Expires: 8/3/21



MONTENV-02

SVALDEZ

# CERTIFICATE OF LIABILITY INSURANCE

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

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

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or 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).

<b>PRODUCER</b> License # 0757776 Newport Beach, CA - HUB International Insurance Services Inc. 4695 MacArthur Court, Suite 600 Newport Beach, CA 92660	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): (949) 623-3980	FAX (A/C, No): (949) 891-0407	
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> Enthlapy Analytical, LLC Montrose Environmental Group, Inc. ** See attached Named Insured List 1 Lafayette Road, Unit 6 Hampton, NH.03843-0778	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A : Crum &amp; Forster Specialty Insurance Company</b>		<b>44520</b>
	<b>INSURER B : The Travelers Indemnity Company of Connecticut</b>		<b>25682</b>
	<b>INSURER C : Travelers Property Casualty Company of America</b>		<b>25674</b>
	<b>INSURER D : Axis Surplus Insurance Company</b>		<b>26620</b>
	<b>INSURER E :</b>		
<b>INSURER F :</b>			

**COVERAGES:** CERTIFICATE NUMBER: REVISION NUMBER: 1

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	X	X	EPK-125362	12/31/2018	12/31/2019	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000
	<input checked="" type="checkbox"/> Pollu Liab Per Occ						MED EXP (Any one person) \$ 25,000
	<input checked="" type="checkbox"/> Prof Liab Per Occ						PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 2,000,000
POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC							PRODUCTS - COM/POP AGG \$ 2,000,000
OTHER:							Deductible \$ 5,000
B	AUTOMOBILE LIABILITY	X	X	810-9495B061-TCT-18	12/31/2018	12/31/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY						BODILY INJURY (Per person) \$
	<input checked="" type="checkbox"/> HIRED AUTOS ONLY PP Ded \$1,000						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY LI Truck Ded \$1000						PROPERTY DAMAGE (Per accident) \$
Heavy Truck Ded \$ 3,000							
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			EFX-112008	12/31/2018	12/31/2019	EACH OCCURRENCE \$ 5,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 5,000,000
	DED RETENTION \$						
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	UB-4K096269-18-43-G	12/31/2018	12/31/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Commercial Property			630-0J362695-TIL-18	12/31/2018	12/31/2019	BPP 44,614,404
D	Excess Follow Form			ELZ627608/01/2018	12/31/2018	12/31/2019	Per Occ & Agg 15,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Pollution \$5,000 retention  
Professional \$15,000 retention

This certificate of insurance represents coverage currently in effect and may or may not be in compliance with any written contract

RE: Project: Analytical Services for Quarterly Whole Effluent Toxicity (WET) Testing

SEE ATTACHED ACORD 101

<b>CERTIFICATE HOLDER</b>  The State of New Hampshire Department of Environmental Services P.O. Box 68 Franklin, NH 03235	<b>CANCELLATION</b>  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 
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**ADDITIONAL REMARKS SCHEDULE**

AGENCY Newport Beach, CA - HUB International Insurance Services Inc.		License # 0757778	NAMED INSURED Enthalpy Analytical, LLC Montrose Environmental Group, Inc. ** See attached Named Insured List 1 Lafayette Road, Unit 6 Hampton, NH 03843-0778
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

**Description of Operations/Locations/Vehicles:**

The general liability, auto liability and umbrella liability will include the NH Department of Environmental Services - WRBP PO Box 68 Franklin, NH 03235 as additional insured when required by written contract per the attached endorsements. The above referenced policies will include a blanket waiver of subrogation in favor of the certificate holder and applies when required by written contract per the attached endorsements. Primary and non-contributory wording applies when required by written contract per the attached endorsements. Should the policies be cancelled before the expiration date, Hub International Insurance Services Inc. (Hub), independent of any rights which may be afforded within the policies to the certificate holder named below, will provide to such certificate holder notice of such cancellation within thirty (30) days of the cancellation date, except in the event the cancellation is due to non-payment of premium, in which case Hub will provide to such certificate holder notice of such cancellation within ten (10) days of the cancellation date.



### ADDITIONAL REMARKS SCHEDULE

AGENCY Newport Beach, CA - HUB International Insurance Services Inc.		License # 0757776	NAMED INSURED Enthalpy Analytical, LLC Montrose Environmental Group, Inc. ** See attached Named Insured List 1 Lafayette Road, Unit 6 Hampton, NH 03843-0778
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

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