



The State of New Hampshire
Department of Environmental Services



Robert R. Scott, Commissioner

86

September 25, 2023

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

REQUESTED ACTION

Authorize the Department of Environmental Services (NHDES) to enter into a **SOLE SOURCE** amendment (PO# #1087151) with Eurofins Environment Testing Northeast, LLC (VC #396426-R001) of North Kingston, RI for sample containers, transportation, and analysis for perfluorinated compounds (PFAS) for the Winnepesaukee River Basin Program (WRBP) by increasing the contract amount by \$13,299.50, from \$8,403.00 to \$21,702.50, effective upon Governor and Council approval through June 30, 2025. The original internal contract was approved by the Commissioner of NHDES on June 9, 2022. 100% WRBP Funds.

Funds to support this request are available in the following account, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

	<u>FY 2024</u>	<u>FY 2025</u>
03-44-44-442010-1300-102-500731	\$5,851.50	\$7,448.00
Dept Environmental Services, Winnepesaukee River Basin, Contracts for Program Services		

EXPLANATION

Approval of this **Sole Source** request will allow the WRBP to continue to analyze groundwater, wastewater, septic, and treatment residuals for PFC levels found at the WRBP Franklin Wastewater Treatment Plant (WWTP). This is a Sole Source request since the amount of the amendment is greater than 10 percent of the original contract price limitation and the amendment seeks to continue the compliance sampling contemplated in the original, approved contract. The current state PFAS testing contract uses a different laboratory which cannot provide comparable results to those collected by the WRBP. It is necessary to be able to compare testing results over different time periods and operational conditions in order to assess impacts of PFAS on the wastewater discharge and residuals generated by the WRBP. As such, continuing to use the same laboratory was deemed a critical requirement. To date, \$1,750 of the original contract amount has been spent.

The WRBP operates the regional wastewater collection and treatment systems on behalf of the 10 communities in the lakes region that receive the benefit of the service. The presence of PFAS at WWTPs vary depending upon potential contributing sources and process flows. EPA and NHDES deem it important to collect additional data in order to better understand these persistent, environmentally

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
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ubiquitous compounds, and have made it a permit condition.

Eurofins Environment Testing Northeast, LLC holds the requisite accreditations and has demonstrated that it has the capabilities to perform these analyses and has been doing so for the WRBP since 2017. The WRBP estimates that at least 14 samples per year will need to be tested for PFCs and is requesting sufficient funds for those analyses.

All of the WRBP's operating expenses are paid by the users of the system; there is no General Fund contribution to the system's operating budget.

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

We respectfully request your approval.


Robert R. Scott, Commissioner

AMENDMENT #1
CONTRACT CE 1087151

This Agreement (hereinafter called "Amendment #1"), dated this ___ day of _____, 2023, by and between the State of New Hampshire acting by and through its Department of Environmental Services (NHDES), Water Division (hereinafter referred to as the "State") and Eurofins Environment Testing Northeast, LLC (hereinafter called the "Contractor").

WHEREAS, pursuant to an agreement (hereinafter called the "Agreement") approved by the Commissioner of the NHDES on June 9, 2022 as Contract Number CE 1087151, the Contractor agreed to perform certain services upon terms and conditions specified in the Agreement and in consideration of payment by the State of certain sums specified therein; and

WHEREAS, pursuant to the provisions of paragraph 17 of the Agreement, the Agreement may be amended, waived, or discharged only by written instrument executed by the parties thereto; and

WHEREAS, the Contractor and the State have agreed to amend the Agreement in certain respects;

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and set forth herein, the parties hereto do hereby agree as follows:

1. Amendment and Modification of Agreement:

The Agreement is hereby amended as follows:

A) The price limitation governing the Agreement as set forth in the Agreement (line 1.8 of the General Provisions shall be increased by \$13,299.50 from \$8,403 to \$21,702.50.

B) Exhibit B of the Agreement (Scope of Services) is amended by addition of the following list of compounds and test methods as contemplated by Footnote 1.

1. PFC Analysis via Method 1633 Biosolids (including Percent Moisture)
2. PFC Analysis via Method 1633 Wastewater

(C) Exhibit C of the Agreement (Price and Payment) is amended by addition of the following item:

1. Quote #62002366 for PFC analyses dated 7/24/23, standard turnaround time of 20 days, for 40 analytes is incorporated herein by reference and is summarized below:

PFC Analysis via Method 1633 Biosolids - Quantity 7 at \$534.50 /sample tested.

PFC Analysis via Method 1633 Wastewater - Quantity 18 at \$531.00 /sample tested.

	<u>FY 24</u>	<u>FY25</u>
Biosolids	Qty (3) = \$1,603.50	Qty (4) = \$2,138
Wastewater	Qty (8) = \$4,248.00	Qty (10) = \$5,310.00

Total FY 24 = \$5,851.50

Total FY 25 = \$7,448.00

Amendment Total (FY24 + FY25) = \$13,299.50

2. **Effective Date of Amendment:**

This Amendment shall take effect upon the date of approval of this Amendment by the Governor and Executive Council of the State of New Hampshire.

3. **Continuation of Agreement:**

Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement and the obligations of the parties thereunder, shall remain in full force and effect with the terms and conditions set forth.

IN WITNESS WHEREOF, the parties set their hands as of the day and year first above written.

THE STATE OF NEW HAMPSHIRE
Department of Environmental Services

By: [Signature] DATE: 9/26/23
Robert R. Scott, Commissioner

Eurofins Environment Testing Northeast, LLC

By: [Signature] DATE: 9/13/2023

Acknowledgment:

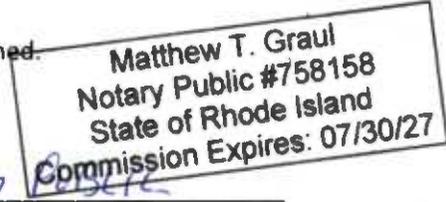
State of RI County of Kent

On this 13 day of Sept, 2023 before the undersigned officer, personally appeared Thomas Mitchell, and acknowledges himself to be the Business Unit Manager of Eurofins Environment Testing Northeast, LLC

who executed the foregoing instrument for the purposes therein contained.

IN WITNESS THEREOF, I hereunto set my hand and official seal.

Matthew Graul [Signature] NOTARY PUBLIC
Name and Title of Notary Public



Approval by ATTORNEY GENERAL (Form, Substance and Execution):

By: [Signature] DATE: 9/29/23
Assistant Attorney General Signature

Approved by the GOVERNOR and COUNCIL, this ___ day of ___, 2023.



Environment Testing

Prepared for: Nick Fontaine, New Hampshire Dept of Environmental Serv, 528 River St, PO BOX 68, Franklin, NH 03235, Nicholas.Fontaine@des.nh.gov | Tel: (603) 934-2809

Eurofins New England, 646 Camp Ave, North Kingstown, RI 02852

Prepared by: Hobart, Paul, Date: 7/24/2023, Expiration Date: 10/22/2023

Project: PFAS by Method 1633

Quote Number: 62002366 - 0

Wastewater

TAT: 20_Days (Business Days)

Table with 6 columns: Matrix, Method, Test Description, Quantity, Unit Price, Extended Price. Row 1: Water, 1633, List of 40 (EPA 1633 Draft Method), 1, \$ 525.00, \$ 525.00. Total Wastewater: \$ 525.00

Biosolids (Sludge)

TAT: 20_Days (Business Days)

Table with 6 columns: Matrix, Method, Test Description, Quantity, Unit Price, Extended Price. Row 1: Solid, 1633, List of 40 (EPA 1633 Draft Method), 1, \$ 525.00, \$ 525.00. Row 2: Solid, Moisture, Percent Moisture, 1, \$ 3.50, \$ 3.50. Total Biosolids (Sludge): \$ 528.50

Quote Other Charges

Table with 4 columns: Description, Quantity, Unit Price, Extended Price. Row 1: Safe and Environmentally Responsible Waste Management (per sample), 2, \$ 6.00, \$ 12.00. Total Other Charge: \$ 12.00

Total Other Charges \$ 12.00
Total Analysis Charges \$ 1,053.50
Grand Total for Quote 62002366 \$ 1,065.50

**Quoted charges do not include sales tax. Applicable sales tax will be added to invoices where required by law.

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that EUROFINS ENVIRONMENT TESTING NORTHEAST, LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on March 30, 2022. 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: 897605

Certificate Number: 0006321650



IN TESTIMONY WHEREOF.

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 15th day of September A.D. 2023.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint circular stamp.

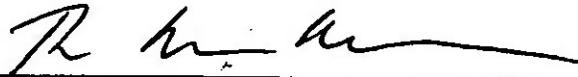
David M. Scanlan
Secretary of State

Certificate of Authority

I, Thomas Mitchell, Business Unit Manager of Eurofins Environment Testing Northeast, LLC do
Printed Name of Certifying Officer Title Name of Company

hereby certify that Thomas Mitchell 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 Business Unit Manager,
Eurofins Environment Testing *Office/Position of Certifying Officer*
of Northeast, LLC, this 9th day of May, 2022
Name of Company



Signature of Certifying Officer

Notarization

State of Rhode Island
County of Washington
On May 9, 2022, before me, James P. Forcier,
Date Name of Notary or Justice of the Peace

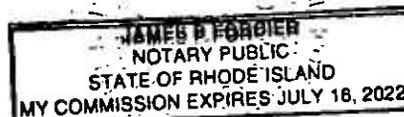
the undersigned officer, personally appeared Thomas Mitchell, who
Printed Name of Certifying Officer
acknowledged him/herself to be the Business Unit Manager of Eurofins Environment Testing Northeast LLC
Office/Position Name of Company
and that she/he, being authorized to do so, executed the foregoing 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: July 16, 2022



Corporate Resolution

RESOLVED,

That Thomas Mitchell, in his capacity as Business Unit Manager, for Eurofins Environment Testing Northeast, LLC, a company duly organized and in good standing under the laws of the State of Delaware, has been authorized to negotiate with and enter into any Agreement to do business with the State of New Hampshire Department of Environmental Services on behalf of Eurofins Environment Testing Northeast, LLC by authority of its Board of Directors, thereunto duly authorized, and that such authority is in full force and effect at the date hereof.

Heather Collins Villemaire

Heather Collins Villemaire, CFO
Eurofins Environment Testing Northeast, LLC
343 West Main Street
Leola, PA 17540
May 6, 2022
Tax ID # 47-4895193



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/30/2022

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 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).

PRODUCER Marsh USA Inc. 1717 Arch Street Philadelphia, PA 19103-2797	CONTACT NAME: PHONE (A/C No. Ext): E-MAIL ADDRESS:		FAX (A/C No.):
	INSURER(S) AFFORDING COVERAGE		NAIC #
CN134111012-ALL-GUP-23-24	INSURER A : ACE Property & Casualty Insurance Company		20699
INSURED Eurofins Environment Testing Northeast, LLC 646 Camp Avenue North Kingstown, RI 02852	INSURER B : Great Northern Insurance Company		20303
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES **CERTIFICATE NUMBER:** CLE-006881107-03 **REVISION NUMBER:** 5

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 SUBR INSD 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 <input type="checkbox"/> CONTRACTUAL LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		G46676725	01/01/2023	01/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$		G46676762	01/01/2023	01/01/2024	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A			PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Professional Liability		99510639	01/01/2023	01/01/2024	LIMITS: SEE ATTACHED DEDUCTIBLE: 250,000

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

RE: Biosolid Analytical Testing Services.

New Hampshire department of Environmental Services-WRBP is included as an additional insured, except Professional Liability, where required by written contract.

CERTIFICATE HOLDER

The State of New Hampshire Department of Environmental Services
 Winipesaukee River Basin Program
 Franklin WWTP
 528 River Street
 Franklin, NH 03235

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

Marsh USA Inc.

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ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh USA Inc.		NAMED INSURED Eurofins Environment Testing Northeast, LLC 646 Camp Avenue North Kingstown, RI 02852	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

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

Professional Liability:

- (a) Integrated Liability and Indemnity Aggregate Limit - \$5,000,000
- (b) Errors or Omissions Aggregate Limit - \$5,000,000
- (c) Contractually Assumed Privacy Remediation Limit - \$100,000

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Northeast, Inc.		NAMED INSURED Eurofins Environment Testing Northeast, LLC 646 Camp Ave North Kingstown, RI 02852	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

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

Waiver of Subrogation applies in favor of Additional Insured with respects to Automobile Liability.



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES



Winnepesaukee River Basin Program
Wastewater Treatment Plant
P.O. Box 68 Franklin, NH 03235
603-934-4032
Fax 603-934-4831

PO 1087151

June 7, 2022

Robert R. Scott, Commissioner
Department of Environmental Services
29 Hazen Drive
Concord, New Hampshire 03302

REQUESTED ACTION

This is a request for you to authorize a contract with Eurofins Environment Testing Northeast, LLC (VC #396426 R001), North Kingston, RI in the amount of \$8,403.00 for Biosolids Analytical Testing Services, effective July 1, 2022 through June 30, 2025. 100% WRBP Funds.

Funding is available in the account as follows.

	<u>FY23</u>	<u>FY 24</u>	<u>FY 25</u>
03-44-44-442010-1300-020-500239	\$2,250.00	\$2,555.00	\$2,598.00
Dept. of Environmental Services, Winnepesaukee River Basin, Current Expenses			

EXPLANATION

This is a contract with an analytical laboratory to determine the chemical quality of the biosolids produced at the Department of Environmental Services (DES) wastewater treatment facility (WWTF) in Franklin. The DES, under its Winnepesaukee River Basin Program (WRBP), operates the regional wastewater collection and treatment systems on behalf of the 10 communities in the lakes region that receive the benefit of the service. In addition, the WWTF also provides septage disposal services for over 80 communities throughout New Hampshire.

Biosolids from the Franklin WWTP are recycled through a land application program and the analytical testing specified in Exhibit A Items 1 and 2 are required by both State (Env-Ws 800) rules and Federal (40 CFR Part 503) regulations. The Franklin WWTP accepts over 5 million gallons each year of septage. Nutrient testing specified in Exhibit A Item 3 is to ensure that the biosolids generated by the WRBP can be beneficially recycled by the permitted farmland included in the recycling program. Item 4 provides for an additional, unscheduled test of the biosolids each year, if necessary.

A Request for Proposal (RFP) was prepared and sent to eleven (11) firms known do this kind of specialized work. The RFP was also advertised in the newspaper, The Union Leader, and posted on the Department of Administrative Services Purchase and Property website.

9/26/2022

Responses to the RFP are as follows:

<u>Firm Name</u>	<u>Proposals</u>
Eurofins Environment Testing Northeast, LLC, North Kingston, RI	\$8,403.00
Eastern Analytical, Inc., Concord, NH	\$8,721.00
Endyne Inc., Lebanon, NH	\$10,758.00
Chemserve Inc, Milford, NH	\$12,351.60
Absolute Resource Associates, Inc. Portsmouth, NH	\$12,600.00
Alpha Analytical, Mansfield, MA	No response
Alpha Analytical, Westborough, MA	No response
EAI Analytical Labs, Swanzey, NH	No response
Enthalpy Analytical LLC, Hampton, NH	No response
Granite State Analytical Services LLC, Derry, NH	No response
Nelson Analytical LLC, Manchester, NH	No response

As a result of the proposals and subsequent due diligence, we wish to award the contract to Eurofins Environment Testing Northeast, LLC. Note that the Special Terms and Condition in Exhibit A were negotiated between Eurofins, the WRBP, and the NH Attorney General's office as is in the best interest of the WRBP.

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

We respectfully request your approval.



Raymond Gordon
Administrator, WRBP

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 Eurofins Environment Testing Northeast, LLC		1.4 Contractor Address 646 Camp Avenue, North Kingston, RI 02852	
1.5 Contractor Phone Number 401-352-6950	1.6 Account Number 03-44-44-442010- 1300-020-500239	1.7 Completion Date June 30, 2025	1.8 Price Limitation \$8,403.00
1.9 Contracting Officer for State Agency: Sharon McMillin		1.10 State Agency Telephone Number 603-934-4032	
1.11 Contractor Signature  Date: 5-9-22		1.12 Name and Title of Contractor Signatory Thomas Mitchell, Business Unit Manager	
1.13 State Agency Signature  Date: 6/9/22		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: _____			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials TM 
 Date 5-9-22

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, 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.

**EXHIBIT A
SPECIAL TERMS AND CONDITIONS**

1. Most of the analyses will be conducted by Eurofins Environment Testing Northeast, LLC. located in North Kingstown, RI (Eurofins New England – North Kingstown, RI. NH NELAP #2240) except for Section E and Section G Nutrients - where the analyses will be subcontracted to Eurofins Environment Testing Northeast, LLC. located in Amherst, NY (Eurofins Buffalo – Amherst, NY. NH NELAP #2337). The Dioxin 2,3,7,8-TCDD TEQ analyses will be subcontracted to Eurofins Lancaster Laboratories Environment Testing, LLC. located in Lancaster, PA (Eurofins Lancaster – Lancaster, PA. NH NELAP #2730). Any changes to these analyses shall be preapproved by the WRBP.
2. Agreement: Section 7.2 is amended to include the following language:
This provision shall not apply where the employee of the State responds to a general advertisement for employment published to the general public.
3. Agreement: Section 10.1 is amended to include the following language after the last sentence:
Notwithstanding the foregoing, ownership of any analytical method, QA/QC protocols, know-how, software programs or equipment developed by Contractor for performance of work will be retained by Contractor, and the State shall not disclose such information to any third party.
4. Agreement: Section 14.1.2 is waived since not applicable to this contract.
5. Notwithstanding anything to the contrary stated elsewhere in this Agreement, Contractor's maximum liability under this Agreement or any other attachments hereto whether based in contract, tort, warranty, negligence or otherwise shall not exceed amounts recoverable under the scope and limits of the insurance required under this Agreement, up to a maximum of \$2,000,000. In no event shall Contractor be liable to the State for any special, indirect, or consequential damages occasioned by the services performed or by application or use of the reports prepared under this Agreement.

Initials: TM

Date: 5-9-22

**EXHIBIT B
SCOPE OF SERVICES**

Part A – SCHEDULED SERVICES

Item 1. Biosolids Annual Pollutant Scan: Once per year during the 3rd quarter, analyze for the constituents listed in Attachment 1. The analytical results are to be submitted to the WRBP within 3 weeks of receipt of the samples; except the Dioxin results are to be submitted to the WRBP within 8 weeks of receipt of the sample.

Item 2. Biosolids Quarterly Pollutant Scan: Except for the 3rd quarter of each year, analyze quarterly for the constituents listed in Attachment 2. The analytical results are to be submitted to the WRBP within 3 weeks of receipt of the samples.

Part B - AS-NEED SERVICES

Item 3. Digester Cleaning & Repeat Quarterly Pollutant Scan: On an as-needed basis, analyze for constituents listed in Attachment 2. The analytical results are to be submitted to the WRBP within 3 weeks of receipt of the samples. In the event of a non-compliant result, the State may request a repeat test to be conducted. A repeat required due to QA/QC failure or lab error shall be performed at no cost to the state.

Item 4. NPDES Permit Renewal Testing Contingency in FY24 and FY25: Estimates based on previous NPDES permit renewal requirements in FY24 and FY25 for constituents listed in Attachment 3.

ANALYTICAL RESULTS REPORTING

A report of the testing results shall include the following, as a minimum:

- Times and dates samples were collected; site identification.
- Chain-of-custody form with lab signature and date of receipt.
- Reporting Detection Limits, methods used, date of analysis and analysts' initials.
- Laboratory shall use the test method indicated for each listed constituent.
- Any other observations or test conditions affecting test outcome. We reserve the right to request additional information such as raw data pages for inorganics and chromatograms for organics if we believe there is a need to review such data.
- An electronic copy of the final results will be emailed to nicholas.d.fontaine@des.nh.gov of the WRBP in both excel and PDF format. A hardcopy should be mailed to the Franklin Wastewater Treatment Plant at PO Box 68, Franklin, NH 03235.
- Biosolids analytical results shall be submitted electronically to the NH Department of Environmental Services and the contractor managing the WRBP's biosolids.

ADDITIONAL LABORATORY RESPONSIBILITIES

The successful vendor shall provide the following:

1. All sampling containers and, when required, the proper preservatives added.
2. Coolers for shipping.
3. Chain-of-custody documentation.
4. Prepaid shipping to and from the WRBP with shipping instructions, or provide free of cost courier services.

Information contained in the State's Request for Proposals dated January 4, 2022 is hereby included in Exhibit B by reference.

**EXHIBIT B
SCOPE OF SERVICES - Continued**

**ATTACHMENT 1
BIOSOLIDS ANNUAL POLLUTANT SCAN**

1. GENERAL REQUIREMENTS

Annually analyze the biosolids during the 3rd quarter of each year for the pollutants listed in TABLE 1 below.

TABLE 1

#	Table 1 Compounds ⁽¹⁾	CAS	Analytical Method	Detection Limit ⁽²⁾ (mg/kg)
Section A. Volatile Organic Compounds				
1	Dichlorodifluoromethane	75-71-8	SW846 - 8000 series	2.0
2	Chloromethane	74-87-3	SW846 - 8000 series	2.0
3	Vinyl chloride	75-01-4	SW846 - 8000 series	2.0
4	Bromomethane	74-83-9	SW846 - 8000 series	2.0
5	Chlorethane	75-00-3	SW846 - 8000 series	2.0
6	Trichlorofluoromethane	75-69-4	SW846 - 8000 series	2.0
7	Diethyl ether	60-29-7	SW846 - 8000 series	2.0
8	Acetone	67-64-1	SW846 - 8000 series	10.0
9	1,1-Dichloroethene	75-35-4	SW846 - 8000 series	2.0
10	Methylene chloride	75-09-2	SW846 - 8000 series	2.0
11	Carbon disulfide	75-15-0	SW846 - 8000 series	2.0
12	Methyl-tert-butylether (MTBE)	1634-04-4	SW846 - 8000 series	2.0
13	trans-1,2-Dichloroethene	156-60-5	SW846 - 8000 series	2.0
14	1,1-Dichloroethane	75-34-3	SW846 - 8000 series	2.0
15	2-Butanone (MEK)	78-93-3	SW846 - 8000 series	10.0
16	2,2-Dichloropropane	590-20-7	SW846 - 8000 series	2.0
17	Cis-1,2-Dichloroethene	156-59-2	SW846 - 8000 series	2.0
18	Chloroform	67-66-3	SW846 - 8000 series	2.0
19	Bromochloromethane	74-97-5	SW846 - 8000 series	2.0

EXHIBIT B
SCOPE OF SERVICES - Continued

#	Table Compounds ⁽¹⁾	CAS	Analytical Method	Detection Limit ⁽²⁾ (mg/kg)
20	Tetrahydrofurn (THF)	109-99-9	SW846 - 8000 series	10.0
21	1,1,1-Trichloroethane	71-55-6	SW846 - 8000 series	2.0
22	1,1-Dichloropropene	563-58-6	SW846 - 8000 series	2.0
23	Carbón tetrachloride	56-23-5	SW846 - 8000 series	2.0
24	1,2-Dichloroethane	107-06-2	SW846 - 8000 series	2.0
25	Benzene	71-43-2	SW846 - 8000 series	2.0
26	Trichloroethene	79-01-6	SW846 - 8000 series	2.0
27	1,2 Dichloropropane	78-87-5	SW846 - 8000 series	2.0
28	Dichlorobromomethane	75-27-4	SW846 - 8000 series	2.0
29	Dibromomethane	74-95-3	SW846 - 8000 series	2.0
30	4-Methyl-2-pentanone (MIBK)	108-10-1	SW846 - 8000 series	10.0
31	Cis-1,3-Dichloropropene	10061-01-5	SW846 - 8000 series	2.0
32	Toluene	108-88-3	SW846 - 8000 series	2.0
33	Trans-1,3-Dichloropropene	10061-02-6	SW846 - 8000 series	2.0
34	1,1,2-Trichloroethane	79-00-5	SW846 - 8000 series	2.0
35	2-Hexanone	591-78-6	SW846 - 8000 series	10.0
36	1,3-Dichloropropane	142-28-9	SW846 - 8000 series	2.0
37	Tetrachlorethene	127-18-4	SW846 - 8000 series	2.0
38	Dibromochlormethane	128-48-1	SW846 - 8000 series	2.0
39	1,2-Dibromoethane	106-93-4	SW846 - 8000 series	2.0
40	Chlorobenzene	108-90-7	SW846 - 8000 series	2.0
41	1,1,1,2-Tetrachloroethane	630-20-6	SW846 - 8000 series	2.0
42	Ethylbenzene	100-41-4	SW846 - 8000 series	2.0
43	m&p-Xylene	108-38-3 106-42-3	SW846 - 8000 series	2.0
44	o-Xylene	95-47-6	SW846 - 8000 series	2.0
45	Styrene	100-42-5	SW846 - 8000 series	2.0
46	Bromoform	75-25-2	SW846 - 8000 series	2.0

EXHIBIT B
SCOPE OF SERVICES - Continued

#	Table I Compounds ⁽¹⁾	CAS	Analytical Method	Detection Limit ⁽²⁾ (mg/kg)
47	Isopropylbenzene	98-82-8	SW846 - 8000 series	2.0
48	1,1,2,2-Tetrachloroethane	79-34-5	SW846 - 8000 series	2.0
49	1,2,3-Trichloropropane	96-18-4	SW846 - 8000 series	2.0
50	n-Propylbenzene	98-06-6	SW846 - 8000 series	2.0
51	Bromobenzene	108-86-1	SW846 - 8000 series	2.0
52	1,3,5-Trimethylbenzene	108-67-8	SW846 - 8000 series	2.0
53	2-Chlorotoluene	95-49-8	SW846 - 8000 series	2.0
54	4-Chlorotoluene	106-43-4	SW846 - 8000 series	2.0
55	tert-Butylbenzene	104-51-8	SW846 - 8000 series	2.0
56	1,2,4-Trimethylbenzene	95-63-6	SW846 - 8000 series	2.0
57	sec-Butylbenzene	135-98-8	SW846 - 8000 series	2.0
58	p-Isopropyltoluene	99-87-6	SW846 - 8000 series	2.0
59	1,3-Dichlorobenzene	541-73-1	SW846 - 8000 series	2.0
60	1,4-Dichlorobenzene	106-46-7	SW846 - 8000 series	2.0
61	n-Butylbenzene	104-51-8	SW846 - 8000 series	2.0
62	1,2-Dichlorobenzene	95-50-1	SW846 - 8000 series	2.0
63	1,2-Dibromo-3-chloropropane	96-12-8	SW846 - 8000 series	2.0
64	1,2,4-Trichlorobenzene	120-82-1	SW846 - 8000 series	2.0
65	Hexachlorobutadiene	87-68-3	SW846 - 8000 series	2.0
66	Naphthalene	91-20-3	SW846 - 8000 series	2.0
67	1,2,3-Trichlorobenzene	87-61-6	SW846 - 8000 series	2.0
Section B. Semi-volatile Organic Compounds				
68	1,2-Diphenylhydrazine (as Azobenzene)	122-66-7	SW846 - 8000 series	2.5
69	2,4,5-Trichlorophenol	95-95-4	SW846 - 8000 series	2.5
70	2,4,6-Trichlorophenol	88-06-2	SW846 - 8000 series	2.5
71	2,4-Dichlorophenol	120-83-2	SW846 - 8000 series	2.5
72	2,4-Dimethylphenol	105-67-9	SW846 - 8000 series	2.5

EXHIBIT B
SCOPE OF SERVICES - Continued

#	Table I Compounds ⁽¹⁾	CAS	Analytical Method	Detection Limit ⁽²⁾ (mg/kg)
73	2,4-Dinitrophenol	51-28-5	SW846 – 8000 series	25
74	2,4-Dinitrotoluene	121-14-2	SW846 – 8000 series	2.5
75	2,6-Dinitrotoluene	606-20-2	SW846 – 8000 series	2.5
76	2-Chloronaphthalene	91-59-7	SW846 – 8000 series	2.5
77	2-Chlorophenol	95-97-8	SW846 – 8000 series	2.5
78	2-Methylnaphthalene	91-57-6	SW846 – 8000 series	2.5
79	2-Methylphenol (o-Cresol)	95-48-7	SW846 – 8000 series	5.0
80	2-Nitroaniline	88-74-4	SW846 – 8000 series	5.0
81	2-Nitrophenol	88-75-5	SW846 – 8000 series	5.0
82	3,3'-Dichlorobenzidine	91-94-1	SW846 – 8000 series	10.0
83	3-Nitroaniline	99-09-2	SW846 – 8000 series	5.0
84	3&4-Methylphenol (m&p-Cresol)	106-44-5	SW846 – 8000 series	5.0
85	4,6-Dinitro-2-methylphenol	534-52-1	SW846 – 8000 series	20.0
86	4-Bromophenyl phenylether	85-68-7	SW846 – 8000 series	10.0
87	4-Chloro-3-methylphenol	59-50-7	SW846 – 8000 series	10.0
88	4-Chloroaniline	106-47-8	SW846 – 8000 series	2.5
89	4-Chlorophenyl phenylether	7005-72-3	SW846 – 8000 series	10.
90	4-Nitroaniline	100-01-6	SW846 – 8000 series	5.0
91	4-Nitrophenol	100-02-7	SW846 – 8000 series	12
92	Acenaphthene	83-32-9	SW846 – 8000 series	5.0
93	Acenaphthylene	208-96-8	SW846 – 8000 series	5.0
94	Anthracene	120-12-7	SW846 – 8000 series	5.0
95	Benzdine	92-87-5	SW846 – 8000 series	25
96	Benzo (a) anthracene	56-55-3	SW846 – 8000 series	2.5
97	Benzo (a) pyrene	50-32-8	SW846 – 8000 series	2.5
98	Benzo (b) fluoranthene	205-99-2	SW846 – 8000 series	2.5
99	Benzo (g,h,i) perylene	191-24-2	SW846 – 8000 series	2.5

EXHIBIT B
SCOPE OF SERVICES - Continued

#	Table Compounds ⁽¹⁾	CAS	Analytical Method	Detection Limit ⁽²⁾ (mg/kg)
100	Benzo (k) fluoranthene	207-08-9	SW846 - 8000 series	2.5
101	Bis (2-chloroethoxy) methane	111-91-1	SW846 - 8000 series	5.0
102	Bis (2-chloroethyl) ether	111-44-4	SW846 - 8000 series	2.5
103	Bis (2-chloroisopropyl) ether	39638-32-9	SW846 - 8000 series	2.0
104	Bis (2-ethylhexyl) phthalate	117-81-7	SW846 - 8000 series	5.0
105	Butyl Benzyl phthalate	85-68-7	SW846 - 8000 series	5.0
106	Cabazole	86-74-8	SW846 - 8000 series	2.5
107	Chrysene	218-01-9	SW846 - 8000 series	2.5
108	Di-n-butyl phthalate	84-74-2	SW846 - 8000 series	5.0
109	Di-n-octyl phthalate	117-84-0	SW846 - 8000 series	5.0
110	Dibenzo (a,h) anthracene	53-70-3	SW846 - 8000 series	2.5
111	Dibenzofuran	132-64-9	SW846 - 8000 series	2.5
112	Diethyl phthalate	84-66-2	SW846 - 8000 series	5.0
113	Dimethyl phthalate	131-11-3	SW846 - 8000 series	5.0
114	Fluoranthene	206-44-0	SW846 - 8000 series	2.5
115	Fluorene	86-73-7	SW846 - 8000 series	2.5
116	Hexachlorobenzene	118-74-1	SW846 - 8000 series	2.5
117	Hexachlorocyclopentadiene	77-47-4	SW846 - 8000 series	5.0
118	Hexachloroethane	67-72-1	SW846 - 8000 series	2.5
119	Indeno (1,2,3-cd) pyrene	193-39-5	SW846 - 8000 series	2.5
120	Isophorone	78-59-1	SW846 - 8000 series	2.5
121	N-Nitroso-di-n-propylamine	621-64-7	SW846 - 8000 series	2.5
122	N-Nitrosodimethylamine	62-75-9	SW846 - 8000 series	5.0
123	N-Nitrosodiphenylamine	86-30-6	SW846 - 8000 series	2.5
124	Nitrobenzene	98-95-3	SW846 - 8000 series	2.5
125	Pentachlorophenol	87-86-5	SW846 - 8000 series	5.0
126	Phenanthrene	85-01-8	SW846 - 8000 series	2.5

EXHIBIT B
SCOPE OF SERVICES - Continued

#	Table Compounds ⁽¹⁾	CAS	Analytical Method	Detection Limit ⁽²⁾ (mg/kg)
127	Phenol	108-95-2	SW846 - 8000 series	5.0
128	Pyrene	129-00-0	SW846 - 8000 series	2.5
Section C. Metals				
129	Total Arsenic	7440-38-2	SW846 6000/7000 series	10
130	Total Cadmium	7440-43-9	SW846 6000/7000 series	1.0
131	Total Chromium	16065-83-1	SW846 6000/7000 series	10
132	Total Copper	7440-50-8	SW846 6000/7000 series	10
133	Total Lead	7439-92-1	SW846 6000/7000 series	11
134	Total Mercury	7439-97-6	SW846 6000/7000 series	0.05
135	Total Molybdenum	7439-98-7	SW846 6000/7000 series	10
136	Total Nickel	7440-02-0	SW846 6000/7000 series	10
137	Total Selenium	7782-49-2	SW846 6000/7000 series	18
138	Total Zinc	7440-66-6	SW846 6000/7000 series	10
139	Total Antimony	7440-36-0	SW846 6000/7000 series	8.0
140	Total Beryllium	7440-41-7	SW846 6000/7000 series	0.1
141	Total Silver	7440-22-4	SW846 6000/7000 series	4.0
142	Total Thallium	7440-28-0	SW846 6000/7000 series	10
Section D. Polychlorinated Biphenyls				
143	PCB-1242	53469-51-9	SW846 - 8000 series	0.7
144	PCB-1254	11097-69-1	SW846 - 8000 series	0.7
145	PCB-1221	11104-28-2	SW846 - 8000 series	0.7
146	PCB-1232	11141-16-5	SW846 - 8000 series	0.7
147	PCB-1248	12672-29-6	SW846 - 8000 series	0.7

EXHIBIT B
SCOPE OF SERVICES - Continued

#	Table I Compounds ⁽¹⁾	CAS	Analytical Method	Detection Limit ⁽²⁾ (mg/kg)
148	PCB-1260	11096-82-5	SW846 – 8000 series	0.7
149	PCB-1016	12674-11-2	SW846 – 8000 series	0.7
Section E. Additional Analyses.				
150	pH	NA	SM-4500-H	NA
151	Percent solids	NA	SM-2540-G	NA
152	nitrate-nitrite	14797-55-8 14797-65-0	SM-4500-NO ₃ SW846-9210 EPA 353-3000 series	30
153	Total Kjeldahl nitrogen	NA	SM-4500-N _{org} EPA-351.3	300
154	ammonia nitrogen	NA	SM-4500-NH ₃ EPA-350	30
155	Total organic nitrogen	NA	calculation	NA
156	potassium	NA	SM-3500-K SW 846 6000/7000 series	15
157	phosphorus	NA	SM-4500-P EPA-365	15
Section F. Dioxins				
158	Total Toxic Equivalent; 2,3,7,8 TCDD	1746-01-6	EPA 1613	5ppt TEQ

NA – Not Applicable

Footnotes to TABLE I:

⁽¹⁾ This list of compounds and test methods are subject to change if new or amended federal or state standards are promulgated and become effective during the term of this contract. Should this occur, credits for analysis that are deleted, and additional costs for analyses that are added will be negotiated between the contractor and the owner.

⁽²⁾ The detection limit for all analyses shall be at or below the detection limits specified in Table 1. If the detection limit specified in Table 1 cannot be achieved by the methodology listed, the New Hampshire Department of Environmental Services shall accept such detection limits that are routinely achievable.

EXHIBIT B
SCOPE OF SERVICES - Continued

ATTACHMENT 2
BIOSOLIDS QUARTERLY POLLUTANT SCAN

GENERAL REQUIREMENTS

Analyze quarterly, except for the 3rd quarter of each year, the biosolids for the pollutants listed in TABLE II below.

TABLE II

#	Table II: Compounds ⁽¹⁾	CAS	Analytical Method	Detection Limit ⁽²⁾ (mg/kg)
Section C. Metals				
1	Total Arsenic	7440-38-2	SW846 6000/7000 series	10
2	Total Cadmium	7440-43-9	SW846 6000/7000 series	1.0
3	Total Chromium	16065-83-1	SW846 6000/7000 series	10
4	Total Copper	7440-50-8	SW846 6000/7000 series	10
5	Total Lead	7439-92-1	SW846 6000/7000 series	11
6	Total Mercury	7439-97-6	SW846 6000/7000 series	0.05
7	Total Molybdenum	7439-98-7	SW846 6000/7000 series	18
8	Total Nickel	7440-02-0	SW846 6000/7000 series	10
9	Total Selenium	7782-49-2	SW846 6000/7000 series	18
10	Total Zinc	7440-66-6	SW846 6000/7000 series	10
Section G. Additional Analyses "Nutrients"				
11	pH	NA	SM-4500-H	NA
12	Percent solids	NA	SM-2540-G	NA
13	Nitrate-nitrite	14797-55-8 14797-65-0	SM-4500-NO ₃ SW846-9210 EPA 353-3000 series	30
14	Total Kjeldahl nitrogen	NA	SM-4500-N _{org} EPA-351.3	300
15	Ammonia nitrogen	NA	SM-4500-NH ₃ EPA-350	30

EXHIBIT B
SCOPE OF SERVICES - Continued

#	Table 1 Compounds ⁽¹⁾	CAS#	Analytical Method	Detection Limit ⁽²⁾ (mg/kg)
16	Total organic nitrogen	NA	calculation	NA
17	Potassium	NA	SM-3500-K SW 846 6000/7000 series	15
18	Phosphorus	NA	SM-4500-P EPA-365	15

NA – Not Applicable

Footnotes to TABLE II:

⁽¹⁾ This list of compounds and test methods are subject to change if new or amended federal or state standards are promulgated and become effective during the term of this contract. Should this occur, credits for analysis that are deleted, and additional costs for analyses that are added will be negotiated between the contractor and the owner.

⁽²⁾ The detection limit for all analyses shall be at or below the detection limits specified in Table 1. If the detection limit specified in Table 1 cannot be achieved by the methodology listed, the New Hampshire Department of Environmental Services shall accept such detection limits which are routinely achievable.

EXHIBIT B
SCOPE OF SERVICES - Continued

ATTACHMENT 3
NPDES PERMIT RENEWAL TESTING CONTINGENCY IN FY24 and FY25

Effluent Testing: Three sampling events tested for the constituents listed below:

1. VOCs (EPA Method 624.1)
2. ABN (EPA Method 625.1)
3. Total Kjeldahl Nitrogen (Any CWA Approved Method)
4. Nitrate & Nitrite (Any CWA Approved Method)
5. Oil & Grease (HEM) EPA Method 1664 Rev.B
6. Antimony EPA Method 200.7/200.8
7. Beryllium EPA Method 200.7/200.8
8. Thallium EPA Method 200.7/200.8
9. Metals Prep
10. Phenols, Total (Any CWA Approved Method)

The list of compounds and test methods for Attachment 3 are subject to change if new or amended federal or state standards are promulgated and become effective during the term of this contract. Should this occur, credits for analysis that are deleted, and additional costs for analyses that are added will be negotiated between the contractor and the owner. The analytical results are to be submitted to the WRBP within three weeks of receipt of the samples.

**EXHIBIT C
PRICE AND PAYMENTS**

CONTRACT PRICE LIMITATION CALCULATIONS

	<u>FY23</u>	<u>FY24</u>	<u>FY25</u>
Total/FY Cost for Scheduled and As-Needed Services (Item 1 + Item 2 + Item 3 + Item 4) ⁽⁴⁾	\$ <u>2250.00</u>	\$ <u>3555.00</u>	\$ <u>2598.00</u>
 Total price limitation (Sum of TOTALS/FY for FY23 + FY24 + FY25)	 \$ <u>8403.00</u>		

Notes

- ⁽¹⁾ The cost per event will be determined by dividing the annual cost by 3 (the number of times each year the analysis will be performed)
- ⁽²⁾ As-Needed Services include an amount to perform two additional Biosolids Pollutant Scans per year over the three-year contract period. Cost per event determined by annual cost/2.
- ⁽³⁾ NPDES permit renewal testing contingency amount is estimated from the laboratory testing required by EPA for the most recent permit renewal. The sum of the itemized costs for the 10 testing requirements listed in Item 4 shall represent the FY24 contract contingency amount for this testing.
- ⁽⁴⁾ The contract price limitation is based upon the sum of the annual scheduled and as-needed services.
- ⁽⁵⁾ 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.

Eurofins Environment Testing Northeast, LLC
Company Name

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 EUROFINS ENVIRONMENT TESTING NORTHEAST, LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on March 30, 2022. 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: 897605

Certificate Number: 0005745000



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of April A.D. 2022.

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

William M. Gardner
Secretary of State

Corporate Resolution

RESOLVED,

That Thomas Mitchell, in his capacity as Business Unit Manager, for Eurofins Environment Testing Northeast, LLC, a company duly organized and in good standing under the laws of the State of Delaware, has been authorized to negotiate with and enter into any Agreement to do business with the State of New Hampshire Department of Environmental Services on behalf of Eurofins Environment Testing Northeast, LLC by authority of its Board of Directors, thereunto duly authorized, and that such authority is in full force and effect at the date hereof.



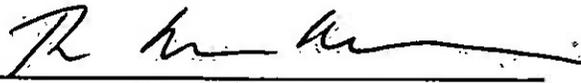
Heather Collins Villemaire; CFO
Eurofins Environment Testing Northeast, LLC
343 West Main Street
Leola, PA 17540
May 6, 2022
Tax ID # 47-4895193

Certificate of Authority

I, Thomas Mitchell, Business Unit Manager of Eurofins Environment Testing Northeast, LLC do
Printed Name of Certifying Officer Title Name of Company

hereby certify that Thomas Mitchell 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 Business Unit Manager
Eurofins Environment Testing *Office/Position of Certifying Officer*
of Northeast, LLC, this 9th day of May, 2022
Name of Company


Signature of Certifying Officer

Notarization

State of Rhode Island
County of Washington
On May 9, 2022, before me, James P. Forcier
Date Name of Notary or Justice of the Peace

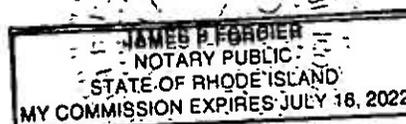
the undersigned officer, personally appeared Thomas Mitchell, who
Printed Name of Certifying Officer
acknowledged him/herself to be the Business Unit Manager of Eurofins Environment Testing Northeast, LLC
Office/Position Name of Company
and that she/he, being authorized to do so, executed the foregoing 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: July 16, 2022





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/09/2022

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 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).

PRODUCER Marsh USA Inc. 1717 Arch Street Philadelphia, PA 19103-2787		CONTACT NAME:	
CN134111012-ALL-GUP-21-22		PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED Eurofins Environmental Testing Northeast, LLC 646 Camp Avenue North Kingstown, RI 02852		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: HDI Global America Insurance Company	NAIC # 41343
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES: CERTIFICATE NUMBER: CLE-006881107-01 REVISION NUMBER: 5

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CONTRACTUAL LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GLD1313807	01/01/2022	01/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000 \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB. <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB. <input type="checkbox"/> CLAIMS-MADE DED. RETENTION \$			CUD1314007	01/01/2022	01/01/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			EOD1313907	01/01/2022	01/01/2023	LIMITS: SEE ATTACHED DEDUCTIBLE: 250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Biosolid Analytical Testing Services.

New Hampshire department of Environmental Services-WRBP is included as an additional insured, except Professional Liability, where required by written contract.

CERTIFICATE HOLDER The State of New Hampshire Department of Environmental Services Winnepesaukee River Basin Program Franklin WWTP 528 River Street Franklin, NH 03235	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 <i>Marsh USA Inc.</i>
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ADDITIONAL REMARKS SCHEDULE

AGENCY Marsh USA Inc.		NAMED INSURED Eurofins Environment Testing Northeast, LLC 646 Camp Avenue North Kingstown, RI 02852	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

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

Professional Liability:

- (a) \$5,000,000 each Claim (or each series of Related Claims)
- (b) \$5,000,000 Policy Aggregate Limit
- (c) \$2,500,000 sublimit each Claim and in the aggregate for Defense Expenses in respect of Patent Infringement



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/06/2022

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 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).

PRODUCER Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C No. Ext): 1-877-945-7378 FAX (A/C No.): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com														
INSURED Eurofins Environment Testing Northeast, LLC 646 Camp Ave North Kingstown, RI 02852	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Travelers Property Casualty Company of Am</td> <td style="text-align: center;">25674</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></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> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Travelers Property Casualty Company of Am	25674	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Travelers Property Casualty Company of Am	25674														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** W24730771 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC. OTHER:						EACH OCCURRENCE: \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ OTHER: \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY	Y	Y	BC2J-CAP-162D3822-TIL-22	01/01/2022	01/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER: \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED. RETENTIONS						EACH OCCURRENCE \$ AGGREGATE \$ OTHER: \$
A	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	UB-2R857672-22-I2-R	01/01/2022	01/01/2023	<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
A	Excess Auto Liability			EJEX-9P529942-TIL-22	01/01/2022	01/01/2023	\$3,000,000 excess of \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Contract to Reference: Biosolid Analytical Testing Services

 New Hampshire department of Environmental Services-WRBP is included as an Additional Insured as respects to Automobile Liability:

CERTIFICATE HOLDER The State of New Hampshire Department of Environmental Services Winnepesaukee River Basin Program Franklin WWTP 528 River Street Franklin, NH 03235	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
---	--

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

AGENCY Willis Towers Watson Northeast, Inc.		NAMED INSURED Eurofins Environment Testing Northeast, LLC 646 Camp Ave North Kingstown, RI 02852	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

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

Waiver of Subrogation applies in favor of Additional Insured with respects to Automobile Liability.