The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner

55

February 16, 2024

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

REQUESTED ACTION

Authorize the New Hampshire Department of Environmental Services (NHDES) to enter into a **Sole Source** amendment (PO# #1087142) with Eastern Analytical, Inc. (EAI), Concord, NH (VC #160428 B001), for laboratory analytical services to support the Spill Response and Complaint Investigation Section (SRCIS), by increasing the contract amount by $10,000 to $74,389, from $64,389, effective upon Governor and Council approval through June 30, 2025. The original contract was approved by Governor and Council on June 1, 2022 (Item #79). 60% Oil Pollution Control Fund, 40% Hazardous Waste Cleanup Fund.

Funding is available in the following accounts.

Dept of Environmental Services	FY 2024	FY 2025
03-44-44-444010-1400-020-500239	$3,000	$3,000
Oil Pollution Control Fund, Current Expenses		
03-44-44-444010-5392-020-500239	$2,000	$2,000
Hazardous Waste Cleanup Fund. Current Expenses		
Total:	$5,000	$5,000

EXPLANATION

This amendment will provide laboratory analytical services in support of emergency response activities related to chemical and oil discharges, and in support of investigations of illegal waste disposal. NHDES is requesting a **Sole Source** contract amendment with EAI for the following reasons:

1. SRCIS requires immediate access to laboratory prepared and preserved sample containers and trip blanks due to the unpredictability of emergency response and the volatile nature of many of the chemicals involved in both emergency responses and disposal investigations.

2. SRCIS requires immediate access to a laboratory for the provision of analytical tests and results on a priority turnaround basis to ensure evidentiary sample results are prepared and presented according to site-specific quality assurance requirements.

3. EAI's location and capabilities enable immediate access to the required lab services, as well as personnel and managers to obtain guidance, consultation, and procedural details for priority testing of sample media and waste materials.

4. The New Hampshire Environmental Laboratory Accreditation Program (NHELAP) identifies only two accredited laboratories in New Hampshire that can perform all required EPA SW-846 waste characterization analyses. Absolute Resources in Portsmouth is 56 miles from the NHDES Concord offices; the EAI lab is 2.5 miles from NHDES offices, allowing immediate access to services.

The contract rates and costs to be used are fair and reasonable and were negotiated with EAI as part of this proposed contract amendment. EAI's proposed costs of services reflect fair market value (Exhibit C-1). To date, $38,095 of the original contract amount has been spent.

In the event that Oil Pollution Control funds and/or the Hazardous Waste Cleanup funds are no longer available, General Funds will not be requested to support this contract. This contract amendment has been approved by the Office of the Attorney General as to form, content, and execution.

We respectfully request your approval.

Robert R. Scott
Commissioner

AMENDMENT #1

This Agreement (hereinafter called the "Amendment #1"), dated this 16th day of February, 2024, by and between the State of New Hampshire acting by and through its Department of Environmental Services, Waste Management Division (hereinafter referred to as the "State") and Eastern Analytical, Inc. (hereinafter called the "Contractor").

WHEREAS, pursuant to an agreement (hereinafter called the "Agreement") dated May 2, 2022, approved by the Governor and Council on June 1, 2022 at Item No. 79, 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 increase to $74,389.

   B. Exhibit B-1 shall be added to the Scope of Services for the Agreement to include additional analytical services to support the State.

   C. Exhibit C-1 shall be added to the Price and Payments for the Agreement to include additional analytical services to support the State.

   D. The account number information set forth in the Agreement (Line 1.6 of the General Provisions) shall include the following additional information:
      03-44-44-444010-1400-020-500239, 03-44-44-444010-5392-020-500239

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.

Contractor Initials
Date 2/16/24

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: _____ **DATE:** 2/23/24
Robert R. Scott, Commissioner

Eastern Analytical, Inc.

By: _____ **DATE:** 2/16/24
Michael P. Swett, President

Acknowledgment:

State of _____ County of _____

On this _____ day of _____, 2024 before the undersigned officer, personally appeared _____, and acknowledges himself to be the _____ of _____, who executed the foregoing instrument for the purposes therein contained.

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

_____ _____
Name and Title of Notary Public

Approval by ATTORNEY GENERAL Form, Substance and Execution):

_____ 2/29/2024
Assistant Attorney General Signature Date

Approved by the GOVERNOR and COUNCIL, this _____ day of _____, 2024

Contractor Initials _____
Date 2/16/24

EXHIBIT B-1

SCOPE OF SERVICES

NHDES Contract for EAI Services

The contract scope of services by Eastern Analytical, Inc. (Contractor) shall provide analytical, processing, and presentation services for NHDES-supported site investigations and potential evidentiary testing in support of regulatory compliance. The contract shall include the following:

Task-1A. The Contractor shall, at the request of NHDES, perform analytical services as necessary and quantify contaminants in solid and aqueous environmental samples as specified in Exhibit C-1.

Task-1B. The Contractor shall, at the request of NHDES, perform analytical services as necessary and quantify contaminants in semi-solid and product samples as specified in Exhibit C-1.

Task- 1C. The Contractor shall, at the request of NHDES, perform analytical services as necessary and quantify contaminants in hazardous and toxic waste samples as specified in Exhibit C-1.

Task-2. The Contractor shall provide all necessary materials, including containers, coolers, preservatives, sample container labels, chain-of-custody forms, field blanks, and trip blanks for collecting samples for analysis.

- The containers shall be clean and conform to USEPA quality control requirements and procedures, including preservation in accordance with an applicable methodology
- The Contractor shall follow and maintain industry standard chain-of-custody procedures
- The Contractor shall accept chain-of-custody forms developed by NHDES

Task-3. The Contractor shall provide NHDES with complete written reports of its analyses. Electronic data deliverables will be sent in .pdf format to NHDES within five working days following analysis.

Task-4. The Contractor shall provide NHDES with additional assignments, upon request, for expert testimony, research and technical consultation, data management services, field services and equipment rentals.

Contractor Initials
Date 2/16/24

EXHIBIT C-1
Price and Payments

The following analytical services are required. A quotation must be provided for each analysis listed. Prices shall be quoted on a per sample basis; all sample preparation costs, QA/QC and reporting are to be included in the cost except where for priority analytical turnaround. Quotations should also be provided for additional costs for priority analyses performed in less than five (5) days. Where a method is not specified, indicate the method and/or method revision to be used.

ANALYTE	EPA METHODS	PRICE PER SAMPLE	PRIORITY PRICE	PRIORITY PRICE
		STANDARD RATE	48 HR. MULTIPLE	24 HR. MULTIPLE
I: WASTE CHARACTERIZATION				
Corrosivity	9040/9045	$20	$30	$40
Ignitability	1010/1030	$35	$52.50	$70
Reactivity-cyanide or sulfide	SW-846 Methods	$75	$112.50	$150
TCLP or SPLP ANALYSIS				
Extraction for Volatiles (ZHE)	1311/1312	$64	$96	$128
Extraction for SOC, Metals, Pest, Herb	1311/1312	$64	$96	$128
Analytical Suites:				
Volatiles	8260C	$120	$180	
Semi-Volatiles	8270E	$280	$420	
Pesticides	8081B	$112	$168	
Herbicides	8151A (subcontracted)	$160	$240	
RCRA Metals, total (8)	6020A	$96	$144	
II. ORGANIC ANALYSES				
Base Neutral/Acid Extractables (soil)	8270	$280	$420	$560
Acid Extractables (soil)	8270	$160	$240	$320
Base Neutral Extractables (soil)	8270	$200	$300	$400
Polynuclear Aromatic Hydrocarbons (soil)	8270	$132	$198	$264
TPH as Diesel (DRO) in soil	8015B Mod	$72	$108	$144
TPH as Gasoline (GRO) in soil	8015B Mod	$72	$108	$112
Organochlorine Pesticides	608/8081	$112	$168	
Organochlorine Pesticides & PCB's	608/8081+8082	$196	$294	
PCB's in Water/Soil	608/8082	$84	$126	$168
PCB's in Water as decachlorobiphenyl	508A (subcontracted)	$300	$400	
PCB's in Oil	8082	$84	$126	$168
PCB's on Wipes/Filter	8082	$84	$126	$168
1,4-Dioxane	8260 SIM	$75	$112.50	$150
DRINKING WATER ANALYSIS				
Volatile Organics	GC/MS 524.2	$110	$165	$220
III: INORGANIC ANALYSES:				
Individual Metals (soil)**		$35	$52.50	$70
8 RCRA Metals, total (soil)	6020A	$112.50	$168.75	$225
Asbestos	(subcontracted)	$25	$37.50	$50
Total and Amenable Cyanide	9010C, 9012A, 9014 (subcontracted)	$150	$300	

Contractor Initials
Date 2/16/24

Eastern Analytical, Inc.
professional laboratory and drilling services

CERTIFICATE OF VOTE

I, __Lorraine F. Olashaw_____ Secretary of _Eastern Analytical, Inc. do hereby certify that:

1. I am the duly elected Secretary of _Eastern Analytical, Inc.

2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of Eastern Analytical, Inc. duly held on __February 2, 2024_____ .

RESOLVED that this organization enters into a contract with the State of New Hampshire, acting through its Department of Environmental Services (NHDES).

RESOLVED that the President is hereby authorized on behalf of this Organization to enter into a contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions or modifications thereto, as he may deem necessary or desirable to effect the purpose of these resolutions.

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of _ February 2, 2024_____.

4. _Michael P. Swett____ (name) is the duly appointed President of the Organization.

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of Eastern Analytical, Inc. (name of company), this _2nd day of _February_2024.

Lorraine F. Olashaw, Secretary

State of __NH_____, County of _Merrimack_____.

On this the _2nd____ day of _February_____ 20_24__, before me _Alison Blay_____, the undersigned officer, personally appeared __Lorraine F. Olashaw_____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

ALISON D. BLAY, Notary Public
My Commission Expires March 13, 2024

ALISON D. BLAY NOTARY PUBLIC NEW HAMPSHIRE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/5/2024

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

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

PRODUCER THE ROWLEY AGENCY INC. 45 Constitution Avenue P.O. Box 511 Concord NH 03302-0511	CONTACT NAME: Jennifer Letendre PHONE (A/C, No, Ext): (603)224-2562 FAX (A/C, No): (603)224-8012 E-MAIL ADDRESS: jletendre@rowleyagency.com
INSURED Eastern Analytical, Inc. 51 Antrim Avenue Concord NH 03301	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: The Cincinnati Insurance Company — 16510 INSURER B: Beazley Insurance Company — 35378 INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 23/24 all lines **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	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:			EPP0680664	4/4/2023	4/4/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS			EPP0680664	4/4/2023	4/4/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $ 0			EPP0680664	4/4/2023	4/4/2024	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N/A If yes, describe under DESCRIPTION OF OPERATIONS below			3A States: NH, VT, MA EWC0680666	4/4/2023	4/4/2024	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
B	Pollution/Professional Liab			ENP000954801/DED: $5,000	2/01/2024	2/01/2025	Each Occurrence/AGG(claims made)	$2,000,000

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

RE: NH DES Analytical Testing contract. State of NH Dept of Environmental Services (NHDES) is an additional insured w/respects to general liability when required by written contract.

CERTIFICATE HOLDER

State of NH
Dept of Environmental Services
29 Hazen Drive
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jennifer Letendre/JLP

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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 EASTERN ANALYTICAL, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on December 04, 1980. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **20942**

Certificate Number: **0006339875**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 30th day of October A.D. 2023.

David M. Scanlan

Secretary of State

The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES

Robert R. Scott, Commissioner

May 2, 2022

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

APPROVED G & C
DATE 1 June 2022
ITEM # 79

REQUESTED ACTION

Authorize the Department of Environmental Services (NHDES) to enter into an agreement with Eastern Analytical, Inc. (VC #160428-B001) in the amount of $64,389.00 for NPDES Analytical Testing services for Winnipesaukee River Basin Program (WRBP) infrastructure, effective upon Governor and Council approval through June 30, 2025. 100% WRBP Funds.

Funding is available in the account as follows, with the ability to adjust encumbrances in each of the state fiscal years through the Budget Office, if needed and justified. Funding for FY 24-25 is contingent upon the availability and continued appropriation of funds.

	FY23	FY24	FY25
03-44-44-442010-1300-020-500239	$21,463	$21,463	$21,463

Dept. Environmental Services, Winnipesaukee River Basin, Current Expenses, Laboratory Services

EXPLANATION

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

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

Responses to the RFP are as follows:

Company	Results
Eastern Analytical, Inc.. Concord, NH	$64,389.00
Endyne Inc, Lebanon, NH	$71,307.00
Chemserve Inc, LLC, Milford, NH	$73,626.00
Absolute Resource Associates LLC, Portsmouth, NH	No response
Alpha Analytical, Mansfield, NH	No response

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

Alpha Analytical, Westborough, NH	No response
EAI Analytical Labs, Swanzey, NH	No response
Enthalpy Analytical LLC, Hampton, NH	No response
Eurofins Test America, South Burlington, VT	No response
Granite State Analytical Services LLC, Derry, NH	No response
Nelson Analytical LLC, Manchester, NH	No response

As a result of the three responses and subsequent due diligence, we wish to award the contract to Eastern Analytical, Inc. This contract enables the WRBP to retain a reliable firm capable of performing these services over the term of the contract.

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

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

We respectfully requested your approval of this item,

Robert R. Scott, Commissioner

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive Concord, NH 03302	
1.3 Contractor Name Eastern Analytical, Inc.		1.4 Contractor Address 51 Antrim Avenue, Concord, NH 03301	
1.5 Contractor Phone Number (800)287-0525	1.6 Account Number 03-44-44-442010-1300-020-500239	1.7 Completion Date June 30, 2025	1.8 Price Limitation $64,389.00
1.9 Contracting Officer for State Agency Sharon McMillin		1.10 State Agency Telephone Number 603-934-4032	
1.11 Contractor Signature Michael P. Swett Date: 5/2/22		1.12 Name and Title of Contractor Signatory Michael P. Swett President	
1.13 State Agency Signature Date: 5/2/22		1.14 Name and Title of State Agency Signatory Robert R. Scott, Commissioner NHDES	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By:		On: 5/6/2022	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials MPS
Date 5/2/22

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.

Contractor Initials MM

Date 12/8/23

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

Contractor Initials MMD

Date 3/6/23

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.

Contractor Initials MB

Date 3/20/22

EXHIBIT A
SPECIAL TERMS AND CONDITIONS

None.

Initials _____
Date 2/8/22

EXHIBIT B
SCOPE OF SERVICES

1. NPDES Permit and Operational Testing:
   The current WRBP's NPDES permit requires testing of the following:

Sample Location	Pollutant	Frequency
Effluent	Total Suspended Solids (TSS), mg/L	2/Week
Effluent	Carbonaceous Biochemical Oxygen Demand ($CBOD_5$), mg/L	2/Week
Effluent	Total Phosphorus, mg/L	2/Month (April-October)
Effluent	E. Coli, MPN/100mL	3/Week
Influent	Total Suspended Solids (TSS), mg/L	2/Month
Influent	Carbonaceous Biochemical Oxygen Demand ($CBOD_5$), mg/L	2/Month

Additional operational testing includes:

Sample Location	Pollutant	Approximate Frequency
Primary Effluent	Total Suspended Solids (TSS), mg/L	2/Week
Primary Effluent	Carbonaceous Biochemical Oxygen Demand ($CBOD_5$), mg/L	2/Week
Primary Effluent	Total Kjeldahl Nitrogen (TKN), (as N), mg/L	1/Month
Primary Effluent	Ammonia (as N), mg/L	1/Week
Primary Effluent	Nitrate (as N), mg/L	1/Week
Effluent	Total Kjeldahl Nitrogen (TKN), (as N), mg/L	1/Month
Effluent	Ammonia (as N), mg/L	1/Week
Effluent	Nitrate (as N), mg/L	1/Week
Effluent	Nitrite (as N), mg/L	1/Week
Influent	Total Kjeldahl Nitrogen (TKN), (as N), mg/L	1/Month
Influent	Total Phosphorus, mg/L	1/Month
Influent	Ammonia (as N), mg/L	1/Week
Influent	Nitrate (as N), mg/L	1/Week
Influent	Nitrite (as N), mg/L	1/Week

The WRBP reserves the right to reduce the number of samples to just those required for NPDES compliance and those that will not be performed in house (e.g. TSS, $CBOD_5$, Phosphorus, and TKN). However, wastewater influent, primary effluent and effluent samples are typically analyzed for many of the same parameters in addition to the minimum required for NPDES compliance.

The effluent limitations and monitoring requirements of WRBP's NPDES permit currently being reviewed by the EPA. Additional parameters and/or measurement frequencies may be indicated at a later date.

There is no guarantee of a minimum or maximum number of samples.

CONTINGENCY SERVICES

Other surface water, groundwater, wastewater or wastewater treatment sludge samples may need to be tested on an as-needed, pre-arranged schedule. The cost per sample shown on Exhibit C for scheduled services shall be the same as for unscheduled services.

On rare occasions, the WRBP may need expedited turn-around times or additional testing parameters. Since

Initials _____
Date 8/24/22

these costs typically vary depending upon the test procedure performed, the WRBP is including $2,500/fiscal year to cover these unusual expenses. These requirements and their associated contingency costs shall be negotiated for each event.

ANALYTICAL RESULTS REPORTING

A report of the testing results shall include the following:

- 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 a EPA approved 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 preliminary and final results will be emailed to the WRBP (email addresses to be provided upon award) in both Excel and PDF format in addition to a hard copy mailing to the WRBP Franklin WWTP at P.O. Box 68, Franklin, NH 03235.

ADDITIONAL LABORATORY RESPONSIBILITIES

The successful vendor shall provide the following:

- 5 to 7-day standard turnaround time unless specified differently in Exhibit B and C.
- All sampling containers and, when required, the proper preservatives added.
- Coolers and ice or cold packs for shipping.
- Chain-of-custody documentation.
- Container and cooler kit delivery.
- Courier pick-up services: Pick-ups shall be scheduled so that all samples remain within their respective holding time – typically 3 days/week with pick-up on Tuesday, Wednesday and Thursday with adjustments for State Holidays or additional samples as provided under the contingency.
- Laboratory shall be responsible for repeating any test that does not meet QA/QC standards at no cost to the WRBP.
- If any work is subcontracted, the laboratory shall obtain prior approval from the WRBP and no additional cost shall be incurred for scheduled services.

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

MBP 8/10/22

EXHIBIT C
PRICE AND PAYMENTS

SCHEDULED SERVICES

1. NPDES PERMIT AND OPERATIONAL TESTING	FY23	FY24	FY25
E coli (MPN/100mL) – cost each (assume 3/week for 52 weeks/FY)	$24.00	$24.00	$24.00
Carbonaceous Biochemical Oxygen Demand $CBOD_5$ (mg/L) – cost each (assume 6/week for 52 weeks/FY	$27.00	$27.00	$27.00
Total Suspended Solids (mg/L) – cost each (assume 6/week for 52 weeks/FY	$9.00	$9.00	$9.00
Total Phosphorus (mg/L) – cost each (assume 3/month for 7 months)	$15.00	$15.00	$15.00
Total Kjeldahl Nitrogen, as N (mg/L) – cost each (assume 3/month for 12 months/FY)	$24.00	$24.00	$24.00
Nitrate, as N (mg/L) – cost each (assume 3/week for 52 weeks/FY)	$9.00	$9.00	$9.00
Nitrite, as N (mg/L) – cost each (assume 3/week for 52 weeks/FY)	$9.00	$9.00	$9.00
TOTAL/FISCAL YEAR (FY) FOR SCHEDULED SERVICES: (calculated based on the assumptions for each line item above)	$18,963.00	$18,963.00	$18,963.00
CONTINGENCY	$2,500.00	$2,500.00	$2,500.00
TOTALS/FY (sum of scheduled services and contingency)	$21,463.00	$21,463.00	$21,463.00

Total price limitation (Sum of TOTALS/FY for FY23 + FY24 + FY25) $64,389.00

Eastern Analytical, Inc.
Company Name

EASTERN ANALYTICAL, INC.
51 ANTRIM AVENUE
CONCORD, NH 03301

Notes:
1. State fiscal years are defined as follows: FY23 is from July 1, 2022 to June 30, 2023; FY 24 is from July 1, 2023 to June 30, 2024; and FY25 is from July 1, 2024 to June 30, 2025.
2. 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.

Initials
Date 2/27/23

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that EASTERN ANALYTICAL, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on December 04, 1980. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 20942
Certificate Number: 0005748141

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 4th day of April A.D. 2022.

William M. Gardner
Secretary of State

Certificate of Authority

Corporate Resolution

I, LORRAINE F. O'[illegible], hereby certify that I am duly elected Clerk/Secretary of
(Name)

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

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

2ND, 2022 at which a quorum of the Directors/shareholders were present and voting.
(Day) (Year)

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

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

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

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

DATED: March 2, 2022 ATTEST: Lorraine O'[illegible]
(Name and Title)

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/1/2022

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

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

PRODUCER
THE ROWLEY AGENCY INC.
45 Constitution Avenue
P.O. Box 511
Concord NH 03302-0511

CONTACT NAME: Jennifer Letendre
PHONE (A/C, No, Ext): (603)224-2562 **FAX (A/C, No):** (603)224-4012
E-MAIL ADDRESS: jletendre@rowleyagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: West American Insurance Co.	44393
INSURER B: Ohio Casualty Company	24074
INSURER C: Evanston Insurance Company	35378
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Eastern Analytical, Inc.
25 Chenell Drive
Concord NH 03301

COVERAGES **CERTIFICATE NUMBER: 22/23** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [ ] OCCUR [X] GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:			BKW58468471	4/4/2022	4/4/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO X ALL OWNED AUTOS X HIRED AUTOS SCHEDULED AUTOS X NON-OWNED AUTOS			BAW58468471	4/4/2022	4/4/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			US058468471	4/4/2022	4/4/2023	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N/A If yes, describe under DESCRIPTION OF OPERATIONS below			3A States: NH, VT, MA XWC58468471	4/4/2022	4/4/2023	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Pollution & Professional Liability - Claims Made			MKLV1ENV102932 DED: $5,000	2/01/2022	2/01/2023	Each Occurrence General Aggregate	$2,000,000 $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: NPDES Analytical Testing services-NHDES, Winnpesaukee River Basin (WRBP). State of NH Dept of Environmental Services (NHDES)-Winnpesaukee River Basin are additional insureds w/respects to general liability when required by written contract.

CERTIFICATE HOLDER
State of NH
Dept of Environmental Services
29 Hazen Drive
Concord, NH 03301

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Jennifer Letendre/JLP

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