



# New Hampshire Fish and Game Department

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HEADQUARTERS: 11 Hazen Drive, Concord, NH 03301-6500  
(603) 271-3421  
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www.WildNH.com  
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August 22, 2024

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

### Requested Action

Authorize the New Hampshire Fish and Game Department to enter into a contract with Eurofins Environment Testing Northeast, LLC (Vendor Code #159136), Concord, NH, in the amount of \$160,000 to perform wastewater monitoring chemical analysis of water samples from our six fish hatchery facilities effective upon Governor and Council approval through June 30, 2027. 75% Federal Funds and 25% Fish and Game Funds.

Funds are available in the following account for Fiscal Year 2025, and are anticipated to be available in Fiscal Years 2026 and 2027, upon the continued appropriation of funds in the future operating budget with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified.

03-75-75-752020-21320000 Inland Fisheries Management-Hatcheries

	<u>FY 2025</u>	<u>FY 2026</u>	<u>FY 2027</u>
103-502664 Contracts for Operational Services	\$30,000	\$65,000	\$65,000

### Explanation

The Federal Clean Water Act prohibits the discharge of pollutants to waters of the United States without a National Pollution Discharge Elimination System (NPDES) permit. The NPDES permit is the mechanism used to implement technology and water-quality based effluent limitations and other requirements including monitoring and reporting. The regulations governing EPA's NPDES permit program are generally found in 40CFR Parts 122, 124, 125 and 136. Eurofins Environment Testing Northeast, LLC was the only bidder.

Respectfully submitted,

Scott R. Mason  
Executive Director

Kathy Ann LaBonte, Chief  
Business Division

Bid Page

A request for bids was posted through the State of New Hampshire's online open contract bid process and was posted through June 26, 2024. One bid was received and the bid was opened on June 26, 2024 upon closure of the bid period (1:30pm).

Eurofins Environment Testing Northeast, LLC (formerly Eastern Analytical Inc., LLC)

NH address: 51 Antrim Avenue  
Concord, NH 03301  
800-287-0525

Solids, Total Suspended	\$20.00 ea.
BOD <sub>5</sub>	\$45.00 ea.
Phosphorus, Total	\$50.00 ea
Phosphate, Ortho	\$30.00 ea
Total Nitrogen: NO <sub>3</sub> & NO <sub>2</sub> , TKN, TN	\$70.00 ea
Total Ammonia	\$25.00 ea
Chlorophyll <i>a</i>	\$70.00 ea
Formaldehyde	\$250.00 ea
Chemical oxygen demand (COD)	\$25.00 ea
Total Alkalinity	\$30.00 ea
Turbidity	\$20.00 ea

Note: Includes Containers, cooler, delivery, and pick-up, courier service, and Excel electronic data

Bid posted by the Bureau of Purchase and Property. No other bidders responded to this Request for Proposal.

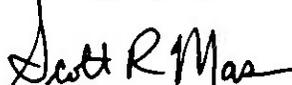
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name NH Fish & Game Dept.		1.2 State Agency Address 11 Hazen Drive, Concord, NH 03301	
1.3 Contractor Name Eurofins Environment Testing Northeast, LLC.		1.4 Contractor Address 51 Antrim Avenue, Concord, NH 03301	
1.5 Contractor Phone Number 800-287-0525	1.6 Account Unit and Class 21320000 103 502664	1.7 Completion Date June 30, 2027	1.8 Price Limitation \$160,000.00
1.9 Contracting Officer for State Agency Scott R. Mason, Executive Director		1.10 State Agency Telephone Number (603) 271-3511	
1.11 Contractor Signature  Date: 09/12/2024		1.12 Name and Title of Contractor Signatory Jared Lozo President	
1.13 State Agency Signature  Date: 9/18/24		1.14 Name and Title of State Agency Signatory Scott R. Mason, Executive Director NH Fish & Game Dept	
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: 9/20/2024			
1.17 Approval by the Governor and Executive Council (if applicable)  G&C Item number: _____ G&C Meeting Date: _____			

**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, 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.

3.3 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. 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 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, 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 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

**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 and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. 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 age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. 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 this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

**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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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.

**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) calendar 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) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

**10. PROPERTY OWNERSHIP/DISCLOSURE.**

10.1 As used in this Agreement, the word "Property" shall mean all data, 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 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure 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 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, 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.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 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.** The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. 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 State's sovereign immunity, 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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. 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 any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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

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

**19. CHOICE OF LAW AND FORUM.**

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

**20. CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

**21. THIRD PARTIES.** This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

**22. 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.

**23. SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

**24. FURTHER ASSURANCES.** The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

**25. 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.

**26. 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 JK  
Date \_\_\_\_\_

09/12/20

Exhibit A

Special Provisions

**EXHIBIT A**

**Special Provisions**

**FEDERAL FUNDING INFORMATION AND COMPLIANCES**

This contract is funded in part by a grant from the Department of the Interior, U. S. Fish and Wildlife Service. All Federal laws, regulations, and award terms and conditions applicable to Department of the Interior award recipients and their sub-recipients and contractors are hereby adopted in full force and effect with respect to this Contract. The contractor and any sub-contractors must comply with federal regulation and the following provisions, as applicable:

**A. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION**

A contract award (see 2 CFR 180.220) cannot be made to parties listed on the System for Award Management (SAM) government-wide exclusions list in accordance with 2 CFR 180, which implements Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions list the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Before entering into a covered transaction the contractor must notify the contracting state agency if you know that you or any of your principals are presently excluded or disqualified from participation in federally funded transactions. The contractor must comply with the applicable provisions of the OMB guidance in Sub-part C of 2 CFR Part 180, as adopted by the Department of Interior at 2 CFR Part 1400 Non-procurement Debarment and Suspension, and shall provide the certification below. Although the OMB guidance at 2 CFR 180.220(c) allows a Federal agency to do so (also see optional lower tier coverage in the figure in the appendix to 2 CFR part 180), the Department of the Interior does not extend coverage of nonprocurement suspension and debarment requirements beyond first-tier procurement contracts under a covered nonprocurement transaction.

Certification Regarding Debarment and Suspension – Lower Tier Covered Transactions

By entering into a contract the contractor certifies, per Subpart C of 2 CFR Part 180, that neither it nor its principles (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise excluded by any federal department or agency from participating in transactions supported in whole or in part by Federal funds.

**B. BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)**

As required by 31 USC 1352 and implemented by the Department of the Interior regulation (43 CFR 18 New Restrictions on Lobbying) contractors and any sub-contractors that apply or bid for an award exceeding \$100,000 shall file the required certification, and disclosure if applicable. Each tier shall certify to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose, if required, any lobbying with non-Federal funds that takes place in connection with obtaining any Federal contract, grant or other covered award. Such disclosures shall be made with a completed "Disclosure of

Contractor Initials JK  
Date 09/12/24

Lobbying Activities" (Form SF-LLL) and forwarded from tier to tier. The form shall be submitted within 15 days following the end of the calendar quarter in which there occurs any event that requires disclosure.

#### Certification Regarding Lobbying

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

C. CLEAN AIR ACT (42 U.S.C. 7401-7671q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT AS AMENDED (33 U.S.C. 1251-1387)

The contractor and sub-contractors must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

D. CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

In accordance with 2 CFR 200.321 the contractor must take all necessary affirmative steps listed in (1) through (5) of this section to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible if any subcontracts will be used. Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

E. DOMESTIC PREFERENCES FOR PROCUREMENTS

Contractor Initials JK  
Date 09/12/24

09/12/24

In accordance with 2 CFR 200.322, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

#### F. PROCUREMENT OF RECOVERED MATERIALS

In accordance with 2 CFR 200.323, the contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. The Consolidated Recovered Materials Advisory Notices (RMANs) for the Comprehensive Procurement Guidelines (CPG) can be found on the EPA website at <https://www.epa.gov/>

#### G. INCREASING SEAT BELT USE IN THE UNITED STATES

In accordance with Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), the Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

#### H. REDUCING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), the Contractor is encouraged to adopt and enforce policies that ban text messaging while driving and to establish workplace policies to decrease accidents caused

### Exhibit B

#### Scope of Services

The scope of services is agreed to be as follows between Eurofins Environment Testing Northeast, LLC (EETN) and the State of New Hampshire Fish and Game Department (NHF&G). As part of the Federal EPA National Pollutant Discharge

Contractor Initials JK  
Date                     

09/12/24

Elimination System (NPDES) permitting, NHF&G is required to conduct water quality testing at their state fish hatcheries. EETN has agreed to perform water quality analyses and report the results of such analyses for all water samples NHF&G provides to EETN pursuant to this Agreement. Specifically, EETN and NHF&G agree as follows:

- EETN agrees to perform water quality analysis of samples provided by NHF&G for the following fish hatcheries:
  - Berlin Hatchery, Berlin, NH
  - Twin Mountain Hatchery, Carroll, NH
  - Warren Hatchery, Warren, NH
  - New Hampton Hatchery, New Hampton, NH
  - Powder Mill Hatchery, New Durham, NH
  - Milford Hatchery, Milford, NH
  
- EETN will provide NHF&G, through a courier, at a specified hatchery and specified time, the following:
  - Sample kit;
  - properly preserved containers;
  - cooler; and
  
- EETN and NHF&G shall agree on the courier schedule in advance of the water testing event. Any deviations in the schedule by NHF&G shall require a call to EETN 24-hours in advance to ensure materials required can be received.
  
- EETN shall ensure proper Chain of Custody with respect to all samples.
  
- For all hatcheries with the exception of the Powder Mill Hatchery, EETN shall report analytical results within 10 days of sample pickup. With respect to the Powder Mill Hatchery, EETN shall report analytical results within 7 days of sample pickup.
  
- “Electronic data deliverables (EDD) in Eastern Analytical formats are included in the [quote] and available upon request”.
  
- EETN will test the variables utilizing the methods described in the NPDES permits, which NHF&G will supply.
  
- EETN shall perform the following analyses with respect to each sample, unless otherwise noted herein:
  - 1) Total suspended solids (TSS) in mg/L using SM2540D-11 reporting limit 2.0 mg/L @ \$20.00ea.
  - 2) Five day biochemical oxygen demand (BOD<sub>5</sub>) in mg/L using SM5210B reporting limit 3 mg/L @ \$ 45.00ea.

Contractor Initials     *JL*      
Date                     

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- 3) Total Phosphorus as phosphorus (TP as P) in mg/L using EPA 365.1 reporting limit 0.01 mg/L @ \$50.00ea.
- 4) Ortho Phosphate as phosphorus (Ortho Phosphate-P) in mg/L using EPA 365.1 reporting limit 0.01 mg/L @ \$30.00ea.
- 5) Total Ammonia as N using SM 4500NH<sub>3</sub>D or sufficiently sensitive approved methods listed in 40 CFR Part 136 @ \$25.00 ea.
- 6) Total nitrogen as N using SM4500 NH<sub>3</sub>D (total Nitrogen in mg/l is determined by Total kjeldahl nitrogen + total nitrite nitrogen + total nitrate nitrogen) reporting limit 0.5 mg/L @ \$70.00ea.
- 7) Chlorophyll-*a* in mg/l [SM10200H] June through September @ \$70.00ea.
- 8) Formaldehyde (µg/L) using method 1667 Revision-A, or method 8315 Revision-A which have a minimum quantification level (ml) of 50 micrograms per liter (µg/L) @ \$250.00ea.

**Note 1:** The following variables are part of an additional water chemistry assessment at Powder Mill and Berlin Hatcheries. The schedule for these variables is subject to change but at a minimum, shall include 3 sample events at the influent and effluent of the pilot station, as well as 5 sample events in the side streams associated with the hatcheries.

- 9) Total suspended solids (TSS) in mg/L using SM2540D-11 reporting limit 2.0 mg/L @ \$20.00ea.
- 10) Chemical oxygen demand (COD) in mg/L using Hach 8000 @ \$25.00ea.
- 11) Total Alkalinity using SM2320B-11 (mg/L CaCO<sub>3</sub>) @ \$30.00ea.
- 12) Turbidity using SM2130B-11 (NTU) @ \$20.00ea.

Contractor Initials     *JL*      
Date                     

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Berlin Hatchery based on active NPDES permit from 2013							
Month	Quarter	Frequency	Outfall 004 (quarterly)	Outfall 005 (Quarterly)	Outfall 007 (Quarterly)	Outfall 008 (quarterly), TP monthly	York Pond (June-Aug)
Jan	Q1	Monthly (008 only)				Tphos	
Feb	Q1	Monthly (008 only)				Tphos	
Mar	Q1	1X Quarterly (2nd week, close to 15th)	BOD, TSS, TN, TKN, NO2NO3, Tphos	BOD, TSS, TN, TKN, NO2NO3, Tphos	BOD, TSS, TN, TKN, NO2NO3, Tphos	Tphos, BOD, TSS, TN, TKN, NO2NO3	
Apr	Q2	Monthly (008 only)				Tphos	
May	Q2	Monthly (008 only)				Tphos	
Jun	Q2	1X Quarterly (2nd week, close to 15th)	TSS, TN, TKN, NO2NO3, Tphos, BOD	TSS, TN, TKN, NO2NO3, Tphos, BOD	TSS, TN, TKN, NO2NO3, Tphos, BOD	Tphos, BOD, TSS, TN, TKN, NO2NO3	Tphos, Chlorophyl A
Jul	Q3	Monthly (008 only)				Tphos	Tphos, Chlorophyl A
Aug	Q3	Monthly (008 only)				Tphos	Tphos, Chlorophyl A
Sep	Q3	1X Quarterly (2nd week, close to 15th)	TSS, TN, TKN, NO2NO3, Tphos, BOD	TSS, TN, TKN, NO2NO3, Tphos, BOD	TSS, TN, TKN, NO2NO3, Tphos, BOD	Tphos, BOD, TSS, TN, TKN, NO2NO3	Tphos, Chlorophyl A
Oct	Q4	Monthly (008 only)				Tphos	
Nov	Q4	Monthly (008 only)				Tphos	
Dec	Q4	1X Quarterly (2nd week, close to 15th)	BOD, TSS, TN, TKN, NO2NO3, Tphos	BOD, TSS, TN, TKN, NO2NO3, Tphos	BOD, TSS, TN, TKN, NO2NO3, Tphos	Tphos, BOD, TSS, TN, TKN, NO2NO3	

Contractor Initials JL  
Date \_\_\_\_\_

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Milford State Fish Hatchery			Purgatory Brook		
Month	Quarter	Frequency (A,B reference 1st and 2nd samples)	Outfall 001	Upstream	Downstream
Jan	Q1	2X per Quarter (on the 7th) A	Total Ammonia-N (NH <sub>3</sub> )		
Feb	Q1	NONE			
Mar	Q1	1X Quarterly (on the 7th)	BOD, TSS, TN, TKN, NO <sub>2</sub> NO <sub>3</sub> , Tphos		
Mar	Q1	2X per Quarter (on the 7th) B	Total Ammonia-N (NH <sub>3</sub> )		
Apr	Q2	2X per Quarter (on the 7th) A	Total Ammonia-N (NH <sub>3</sub> )		
May	Q2	NONE			
Jun	Q2	2X Month (7th and 21st of month)	TSS, TN, TKN, NO <sub>2</sub> NO <sub>3</sub> , Tphos, BOD	Tphos, TN, TKN, NO <sub>2</sub> NO <sub>3</sub> , Chlorophyll A	Tphos, TN, TKN, NO <sub>2</sub> NO <sub>3</sub> , Chlorophyll A
Jun	Q2	2X per Quarter (on the 7th) B	Total Ammonia-N (NH <sub>3</sub> )		
Jul	Q3	2X Month (7th and 21st of month)	TSS, TN, TKN, NO <sub>2</sub> NO <sub>3</sub> , Tphos	Tphos, TN, TKN, NO <sub>2</sub> NO <sub>3</sub> , Chlorophyll A	Tphos, TN, TKN, NO <sub>2</sub> NO <sub>3</sub> , Chlorophyll A
Jul	Q3	2X per Quarter (on the 7th) A	Total Ammonia-N (NH <sub>3</sub> )		
Aug	Q3	2X Month (7th and 21st of month)	TSS, TN, TKN, NO <sub>2</sub> NO <sub>3</sub> , Tphos	Tphos, TN, TKN, NO <sub>2</sub> NO <sub>3</sub> , Chlorophyll A	Tphos, TN, TKN, NO <sub>2</sub> NO <sub>3</sub> , Chlorophyll A
Sep	Q3	2X Month (7th and 21st of month)	TSS, TN, TKN, NO <sub>2</sub> NO <sub>3</sub> , Tphos, BOD	Tphos, TN, TKN, NO <sub>2</sub> NO <sub>3</sub> , Chlorophyll A	Tphos, TN, TKN, NO <sub>2</sub> NO <sub>3</sub> , Chlorophyll A
Sep	Q3	2X per Quarter (on the 7th) B	Total Ammonia-N (NH <sub>3</sub> )		
Oct	Q4	2X per Quarter (on the 7th) A	Total Ammonia-N (NH <sub>3</sub> )		
Nov	Q4	NONE			
Dec	Q4	1X Quarterly (on the 7th)	BOD, TSS, TN, TKN, NO <sub>2</sub> NO <sub>3</sub> , Tphos		
Dec	Q4	2X per Quarter (on the 7th) B	Total Ammonia-N (NH <sub>3</sub> )		

Contractor Initials JH  
Date \_\_\_\_\_

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New Hampton State Fish Hatchery			Outfall 001	Outfall 002	Outfall 004	Dickerman Brook Upstream	Dickerman Pond	Dickerman Brook Downstream
Month	Quarter	Frequency (A,B reference 1st and 2nd samples)						
Jan	Q1	2X per Quarter (2nd week) A	Total Ammonia-N (NH <sub>3</sub> )	Total Ammonia-N (NH <sub>3</sub> )	Total Ammonia-N (NH <sub>3</sub> )			
Feb	Q1	NONE						
Mar	Q1	1X Quarterly (2nd week)	BOD, TSS, TN, TKN, NO2NO3, Tphos	BOD, TSS, TN, TKN, NO2NO3, Tphos	BOD, TSS, TN, TKN, NO2NO3, Tphos			
Mar	Q1	2X per Quarter (2nd Week) B	Total Ammonia-N (NH <sub>3</sub> )	Total Ammonia-N (NH <sub>3</sub> )	Total Ammonia-N (NH <sub>3</sub> )			
Apr	Q2	2X per Quarter (2nd week) A	Total Ammonia-N (NH <sub>3</sub> )	Total Ammonia-N (NH <sub>3</sub> )	Total Ammonia-N (NH <sub>3</sub> )			
May	Q2	NONE						
Jun	Q2	2X Month (2nd and 4th week of month)	TSS, TN, TKN, NO2NO3, Tphos, BOD	TSS, TN, TKN, NO2NO3, Tphos, BOD	TSS, TN, TKN, NO2NO3, Tphos, BOD	Tphos, TN, TKN, NO2NO3, Chlorophyl A	Tphos, TN, TKN, NO2NO3, Chlorophyl A	Tphos, TN, TKN, NO2NO3, Chlorophyl A
Jun	Q2	2X per Quarter (2nd Week) B	Total Ammonia-N (NH <sub>3</sub> )	Total Ammonia-N (NH <sub>3</sub> )	Total Ammonia-N (NH <sub>3</sub> )			
Jul	Q3	2X Month (1st and 3rd week of month)	TSS, TN, TKN, NO2NO3, Tphos	TSS, TN, TKN, NO2NO3, Tphos	TSS, TN, TKN, NO2NO3, Tphos	Tphos, TN, TKN, NO2NO3, Chlorophyl A	Tphos, TN, TKN, NO2NO3, Chlorophyl A	Tphos, TN, TKN, NO2NO3, Chlorophyl A
Jul	Q3	2X per Quarter (2nd week) A	Total Ammonia-N (NH <sub>3</sub> )	Total Ammonia-N (NH <sub>3</sub> )	Total Ammonia-N (NH <sub>3</sub> )			
Aug	Q3	2X Month (1st and 3rd week of month)	TSS, TN, TKN, NO2NO3, Tphos	TSS, TN, TKN, NO2NO3, Tphos	TSS, TN, TKN, NO2NO3, Tphos	Tphos, TN, TKN, NO2NO3, Chlorophyl A	Tphos, TN, TKN, NO2NO3, Chlorophyl A	Tphos, TN, TKN, NO2NO3, Chlorophyl A
Sep	Q3	2X Month (1st and 3rd week of month)	TSS, TN, TKN, NO2NO3, Tphos, BOD	TSS, TN, TKN, NO2NO3, Tphos, BOD	TSS, TN, TKN, NO2NO3, Tphos, BOD	Tphos, TN, TKN, NO2NO3, Chlorophyl A	Tphos, TN, TKN, NO2NO3, Chlorophyl A	Tphos, TN, TKN, NO2NO3, Chlorophyl A
Sep	Q3	2X per Quarter (2nd Week) B	Total Ammonia-N (NH <sub>3</sub> )	Total Ammonia-N (NH <sub>3</sub> )	Total Ammonia-N (NH <sub>3</sub> )			
Oct	Q4	2X per Quarter (2nd week) A	Total Ammonia-N (NH <sub>3</sub> )	Total Ammonia-N (NH <sub>3</sub> )	Total Ammonia-N (NH <sub>3</sub> )			
Nov	Q4	NONE						
Dec	Q4	1X Quarterly (2nd week)	BOD, TSS, TN, TKN, NO2NO3, Tphos	BOD, TSS, TN, TKN, NO2NO3, Tphos	BOD, TSS, TN, TKN, NO2NO3, Tphos			
Dec	Q4	2X per Quarter (2nd Week) B	Total Ammonia-N (NH <sub>3</sub> )	Total Ammonia-N (NH <sub>3</sub> )	Total Ammonia-N (NH <sub>3</sub> )			

Contractor Initials JH  
Date           

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Twin Mtn State Fish Hatchery					
Month	Quarter	Frequency (A,B reference 1st and 2nd samples)	Outfall 001	Upstream	Downstream
Jan	Q1	2X per Quarter (2nd Week) A	Total Ammonia-N (NH <sub>3</sub> )		
Feb	Q1	NONE			
Mar	Q1	1X Quarterly (2nd Week)	BOD, TSS, TN, TKN, NO <sub>2</sub> NO <sub>3</sub> , Tphos		
Mar	Q1	2X per Quarter (2nd Week) B	Total Ammonia-N (NH <sub>3</sub> )		
Apr	Q2	2X per Quarter (2nd week) A	Total Ammonia-N (NH <sub>3</sub> )		
May	Q2	NONE			
Jun	Q2	2X Month (mid and end of month)	TSS, TN, TKN, NO <sub>2</sub> NO <sub>3</sub> , Tphos, BOD	Tphos, TN, TKN, NO <sub>2</sub> NO <sub>3</sub> , Chlorophyll A	Tphos, TN, TKN, NO <sub>2</sub> NO <sub>3</sub> , Chlorophyll A
Jun	Q2	2X per Quarter (2nd Week) B	Total Ammonia-N (NH <sub>3</sub> )		
Jul	Q3	2X Month (mid and end of month)	TSS, TN, TKN, NO <sub>2</sub> NO <sub>3</sub> , Tphos	Tphos, TN, TKN, NO <sub>2</sub> NO <sub>3</sub> , Chlorophyll A	Tphos, TN, TKN, NO <sub>2</sub> NO <sub>3</sub> , Chlorophyll A
Jul	Q3	2X per Quarter (2nd Week) A	Total Ammonia-N (NH <sub>3</sub> )		
Aug	Q3	2X Month (mid and end of month)	TSS, TN, TKN, NO <sub>2</sub> NO <sub>3</sub> , Tphos	Tphos, TN, TKN, NO <sub>2</sub> NO <sub>3</sub> , Chlorophyll A	Tphos, TN, TKN, NO <sub>2</sub> NO <sub>3</sub> , Chlorophyll A
Sep	Q3	2X Month (mid and end of month)	TSS, TN, TKN, NO <sub>2</sub> NO <sub>3</sub> , Tphos, BOD	Tphos, TN, TKN, NO <sub>2</sub> NO <sub>3</sub> , Chlorophyll A	Tphos, TN, TKN, NO <sub>2</sub> NO <sub>3</sub> , Chlorophyll A
Sep	Q3	2X per Quarter (2nd Week) B	Total Ammonia-N (NH <sub>3</sub> )		
Oct	Q4	2X per Quarter (2nd Week) A	Total Ammonia-N (NH <sub>3</sub> )		
Nov	Q4	NONE			
Dec	Q4	1X Quarterly (2nd Week)	BOD, TSS, TN, TKN, NO <sub>2</sub> NO <sub>3</sub> , Tphos		
Dec	Q4	2X per Quarter (2nd Week) B	Total Ammonia-N (NH <sub>3</sub> )		

Contractor Initials JH  
Date \_\_\_\_\_

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Warren State Fish Hatchery			Patch Brook		
Month	Quarter	Frequency (A,B reference 1st and 2nd samples)	Outfall 001	Upstream	Downstream
Jan	Q1	2X per Quarter (2nd week) A	Total Ammonia-N (NH <sub>3</sub> )		
Feb	Q1	NONE			
Mar	Q1	1X Quarterly (2nd week)	BOD, TSS, TN, TKN, NO <sub>2</sub> NO <sub>3</sub> , Tphos		
Mar	Q1	2X per Quarter (2nd Week) B	Total Ammonia-N (NH <sub>3</sub> )		
Apr	Q2	2X per Quarter (2nd week) A	Total Ammonia-N (NH <sub>3</sub> )		
May	Q2	NONE			
Jun	Q2	2X Month (2nd and 4th week of month)	TSS, TN, TKN, NO <sub>2</sub> NO <sub>3</sub> , Tphos, BOD	Tphos, TN, TKN, NO <sub>2</sub> NO <sub>3</sub> , Chlorophyll A	Tphos, TN, TKN, NO <sub>2</sub> NO <sub>3</sub> , Chlorophyll A
Jun	Q2	2X per Quarter (2nd Week) B	Total Ammonia-N (NH <sub>3</sub> )		
Jul	Q3	2X Month (2nd and 4th week of month)	TSS, TN, TKN, NO <sub>2</sub> NO <sub>3</sub> , Tphos	Tphos, TN, TKN, NO <sub>2</sub> NO <sub>3</sub> , Chlorophyll A	Tphos, TN, TKN, NO <sub>2</sub> NO <sub>3</sub> , Chlorophyll A
Jul	Q3	2X per Quarter (2nd week) A	Total Ammonia-N (NH <sub>3</sub> )		
Aug	Q3	2X Month (2nd and 4th week of month)	TSS, TN, TKN, NO <sub>2</sub> NO <sub>3</sub> , Tphos	Tphos, TN, TKN, NO <sub>2</sub> NO <sub>3</sub> , Chlorophyll A	Tphos, TN, TKN, NO <sub>2</sub> NO <sub>3</sub> , Chlorophyll A
Sep	Q3	2X Month (2nd and 4th week of month)	TSS, TN, TKN, NO <sub>2</sub> NO <sub>3</sub> , Tphos, BOD	Tphos, TN, TKN, NO <sub>2</sub> NO <sub>3</sub> , Chlorophyll A	Tphos, TN, TKN, NO <sub>2</sub> NO <sub>3</sub> , Chlorophyll A
Sep	Q3	2X per Quarter (2nd Week) B	Total Ammonia-N (NH <sub>3</sub> )		
Oct	Q4	2X per Quarter (2nd week) A	Total Ammonia-N (NH <sub>3</sub> )		
Nov	Q4	NONE			
Dec	Q4	1X Quarterly (2nd week)	BOD, TSS, TN, TKN, NO <sub>2</sub> NO <sub>3</sub> , Tphos		
Dec	Q4	2X per Quarter (2nd Week) B	Total Ammonia-N (NH <sub>3</sub> )		

Contractor Initials JL  
Date           

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Powder Mill State Fish Hatchery Schedule for Water Sample Testing (collections taken on Wednesdays)							
July 2024 - August 2027	Frequency	Outfall 001	Influent A	Show Pond 2	Woods Pond Eff	Circular Tank Inf	Outfall 002 Eff
	Monthly (also taken in Week 1)	Total Ammonia-N (NH <sub>3</sub> )					Total Ammonia-N (NH <sub>3</sub> )
	Week 1	Composite- TSS, BOD, Tphos, TN, TKN, NO2NO3	Grab- Tphos				Composite- TSS, BOD, Tphos, TN, TKN, NO2NO3
	Week 2	Composite- TSS, BOD, Tphos, TN, TKN, NO2NO3	Grab-TPhos, Ophos	Grab-TPhos, Ophos	Grab-TPhos, Ophos	Grab-TPhos, Ophos	Composite- TSS, BOD, Tphos, TN, TKN, NO2NO3 + Grab Tphos, Ophos
	Week 3	Composite- TSS, BOD, Tphos, TN, TKN, NO2NO3	Grab- Tphos				Composite- TSS, BOD, Tphos, TN, TKN, NO2NO3
	Week 4	Composite- TSS, BOD, Tphos, TN, TKN, NO2NO3	Grab-TPhos, Ophos	Grab-TPhos, Ophos	Grab-TPhos, Ophos	Grab-TPhos, Ophos	Composite- TSS, BOD, Tphos, TN, TKN, NO2NO3 + Grab Tphos, Ophos
	Week 5	Composite- TSS, BOD, Tphos, TN, TKN, NO2NO3	Grab- Tphos				Composite- TSS, BOD, Tphos, TN, TKN, NO2NO3

Note: Schedule may resume under the same format as in 2024 as determined by the EPA. If testing does resume, it will continue on the same schedule and will not exceed this contract total of \$30,000 each year for three years.

Contractor Initials Jd  
Date \_\_\_\_\_

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Exhibit C

Method of Payment

Method of payment shall be as follows. The owner of Eurofins Environment Testing Northeast, LLC vendor code #159136 shall receive payment for services rendered in accordance with the following schedule of costs. Payment will be made thirty (30) days after completion of work or receipt of invoice, whichever is later. In no event shall payment to EETN be greater than \$160,000.

Standard NPDES Tests

Solids, Total Suspended	\$20.00 ea
BOD <sub>5</sub>	\$45.00 ea
Phosphorus, Total	\$50.00 ea
Phosphate, Ortho	\$30.00 ea
Total Nitrogen: NO <sub>3</sub> & NO <sub>2</sub> , TKN, TN	\$70.00 ea
Total Ammonia	\$25.00 ea
Chlorophyll <i>a</i>	\$70.00 ea
Formaldehyde	\$250.00 ea as needed

Note: Includes Containers, cooler, delivery, and pick-up, courier service, and Excel electronic data

Additional Potential Tests

Chemical oxygen demand (COD)	\$25.00 ea
Total Alkalinity	\$30.00 ea
Turbidity	\$20.00 ea

Contractor Initials

Date



09/12/24

# 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: 0006704211



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 13th day of June A.D. 2024.

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

David M. Scanlan  
Secretary of State

CORPORATE RESOLUTION

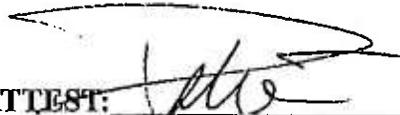
I, Paul Wise, hereby certify that I am the duly elected Vice President of Eurofins Environment Testing Northeast, LLC, a Delaware limited liability company (the "Company"). I hereby certify that the following is a true and correct copy of the resolutions of the Company adopted by the unanimous written consent of the Company's Board of Managers as of May 6, 2024:

RESOLVED, that Jared Lozo, President of the Company, is authorized to enter into contracts on behalf of the Company in the ordinary course of business, subject to the limitations imposed on his authority in accordance with the Company's governing documents.

I hereby certify that the foregoing resolution 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. This authority shall remain valid for thirty (30) days from the date of this resolution. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that he has the full authority to bind the Company. To the extent that there are limits on the authority of any listed individual to bind the Company in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

DATED: September 1, 2024

ATTEST:



Paul Wise, Vice President





**ADDITIONAL REMARKS SCHEDULE**

AGENCY Marsh USA LLC		NAMED INSURED Eurofins Environment Testing Northeast, LLC 51 Antrim Ave Concord, NH 03301	
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
- (d) An occurrence limit does not exist on this policy, which essentially makes the occurrence limit \$5,000,000. The same as the aggregate limit.

Pollution Liability:

Policy # USL03044324  
 01/01/2024 - 01/01/2027  
 Firemans Fund Indemnity Corporation  
 Limits:  
 Each Pollution Condition - \$5,000,000  
 Aggregate - \$5,000,000  
 SIR - \$100,000



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
08/06/2024

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

<b>PRODUCER</b> Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	<b>CONTACT NAME:</b> Willis Towers Watson Certificate Center <b>PHONE (A/C, No, Ext):</b> 1-877-945-7378 <b>E-MAIL ADDRESS:</b> certificates@willis.com		<b>FAX (A/C, No):</b> 1-888-467-2378
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC#</b>
<b>INSURED</b> Eurofins NSC US, Inc. 51 Antrim Avenue Concord, NH 03301	<b>INSURER A:</b> Travelers Property Casualty Company of Ame		25674
	<b>INSURER B:</b>		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
	<b>INSURER F:</b>		

**COVERAGES**                      **CERTIFICATE NUMBER:** W34434976                      **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	
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L 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	\$
								\$
A	<b>AUTOMOBILE LIABILITY</b> <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			BC2JCAP-162D3822-TIL-24	01/01/2024	01/01/2025	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB-2R857672-24-I2-K	01/01/2024	01/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000

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

<b>CERTIFICATE HOLDER</b>  New Hampshire Department of Fish & Game 11 Hazen Drive Concord, NH 03301	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b> 



**ADDITIONAL REMARKS SCHEDULE**

<b>AGENCY</b> Marsh USA LLC		<b>NAMED INSURED</b> Eurofins Environment Testing Northeast, LLC 51 Antrim Ave Concord, NH 03301	
<b>POLICY NUMBER</b>		<b>EFFECTIVE DATE:</b>	
<b>CARRIER</b>	<b>NAIC CODE</b>		

**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
- (d) An occurrence limit does not exist on this policy, which essentially makes the occurrence limit \$5,000,000. The same as the aggregate limit.

**Pollution Liability:**

Policy # USL03044324  
 01/01/2024 - 01/01/2027  
 Firemans Fund Indemnity Corporation  
**Limits:**  
 Each Pollution Condition - \$5,000,000  
 Aggregate - \$5,000,000  
 SIR - \$100,000