



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

Robert R. Scott, Commissioner

79B



August 19, 2025

Her Excellency, Governor Kelly A. Ayotte  
 and The Honorable Council  
 State House  
 Concord, NH 03301

**REQUESTED ACTION**

Authorize the Department of Environmental Services (NHDES) to enter into contracts with Eurofins Environment Testing Northeast, LLC (VC #396426-R001) North Kingstown, RI at the following laboratory locations in the amount of \$209,287.72 for specialty laboratory testing services for the Winnepesaukee River Basin Program, effective upon Governor and Council approval through June 30, 2028. 100% WRBP funds.

Funding is available in the account as follows, with the authority to adjust encumbrances in each of the State Fiscal years through the Budget Office if needed and justified and for FY28 is contingent upon the availability and continued appropriation of funds.

	<u>FY26</u>	<u>FY27</u>	<u>FY28</u>
03-44-44-442010-1300-020-500239	\$68,604.50	\$70,786.25	\$69,896.97
Dept. Environmental Services, Winnepesaukee River Basin, Current Expenses, Laboratory Services			

Testing Services	Lab Location	NHELAP #	FY 2026	FY 2027	FY 2028	Contract Total
NPDES	Concord, NH	1012	31,763.80	31,763.80	31,763.80	95,291.40
Wastewater PFCs	Lancaster PA	2730	25,725.00	27,906.75	27,017.47	80,649.22
Biosolids	Concord, NH	1012	3,938.20	3,938.20	3,938.20	11,814.60
Whole Effluent Toxicity	Manchester, CT	2071	7,177.50	7,177.50	7,177.50	21,532.50
<b>TOTALS</b>			<b>\$ 68,604.50</b>	<b>\$ 70,786.25</b>	<b>\$ 69,896.97</b>	<b>\$ 209,287.72</b>

**EXPLANATION**

This request involves the WRBP Franklin wastewater treatment facilities (WWTF) compliance testing of different types of sample media using different EPA test methods. Each type of testing requires specialized services including courier logistics, consistent quality control, timely reporting, and/or direct billing of regulated entities, as well as specific laboratory accreditation for parameters to be monitored and media to be tested. For this reason, the WRBP created four separate Request for Proposals (RFP) for these four different regulatory requirements.

These RFPs were prepared and sent to a total of fourteen laboratories which are New Hampshire Environmental Laboratory Accreditation Program (NHELAP#) accredited to perform the EPA-required analytical testing methods and provide the logistics or other services necessary to meet WRBP specifications. The RFPs were advertised in the Union Leader newspaper and posted on the NH Department of Administrative Services Purchase and Property website.

Responses to the RFP were as follows:

Eurofins Environment Testing Northeast, LLC, North Kingstown, RI	\$95,291.40 – NPDES tests
Eurofins Environment Testing Northeast, LLC, North Kingstown, RI	\$21,532.50 – WET tests
Eurofins Environment Testing Northeast, LLC, North Kingstown, RI	\$11,814.60 – Biosolids tests
Eurofins Environment Testing Northeast, LLC, North Kingstown, RI	\$80,649.22 - PFC tests
SGS North America, Inc., Northborough, MA	\$71,742.00 - disqualified
Aquatec Environmental, Williston, VT	No response
Absolute Resource Associates, LLC., Portsmouth, NH	No response
Alpha Analytical, Mansfield, MA	No response
Alpha Analytical, Westborough, MA	No response
Chemserve, Inc., Milford, NH	No response
Eastern Analytical Inc., Concord, NH	No response
EAI Analytical Labs, Swanzey, NH	No response
Endyne, Inc., Lebanon, NH	No response
Enthalpy Analytical LLC, Hampton, NH	No response
Enthalpy Analytical, LLC., Richmond, VA	No response
Eurofins Test America, Burlington, VT	No response
Granite State Analytical Services, LLC., Derry, NH	No response
Maine Laboratories, LLC., Norridgewock, ME	No response
Nelson Analytical, LLC., Manchester, NH	No response
Nelson Analytical, LLC., Manchester, NH	No response
New England Bioassay, Manchester, CT	No response
Pace Analytical Services, LLC., Salem, NH	No response

As a result of the responses and subsequent due diligence, we wish to award the laboratory services contracts to the Eurofins Environment Testing Northeast, LLC. (Eurofins) using the locations listed above. One responding lab (SGS) was deemed not qualified because they do not hold the NHELAP accreditations for all the required test methods and instead proposed subcontracting to non-US laboratories so they could not meet required shipping logistic hold time constraints or reporting turnaround times. In addition to other due diligence items, the WRBP evaluated the cost rates considering testing frequency, number of added parameters, new EPA test methods, and added logistic requirements. The rates from each selected laboratory location were determined to be reasonable and customary for the tests performed and services provided. In addition, this contract locks in the prices for three years in a time of rapidly increasing lab costs.

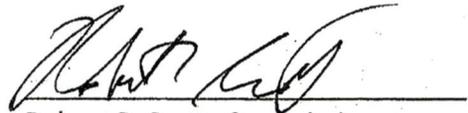
Her Excellency, Governor Kelly A. Ayotte  
and The Honorable Council  
Page 3 of 3

Eurofins has procured and consolidated multiple laboratories under one corporation and each location does their contracting as a discrete profit center. Therefore, each laboratory location selected as a result of the RFP responses provided contract documents for the scope and payment terms of the specialty services they are providing to the WRBP. This contract enables the WRBP to retain reliable, qualified laboratories capable of performing these services over the term of the contract.

All of the WRBP's operating costs are paid by the users of the system, as provided in RSA 485-A:50. There is no General Fund contribution to the WRBP.

The contracts have been approved by the Department of Justice as to form, content, and execution.

We respectfully request your approval.



Robert R. Scott, Commissioner

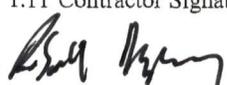
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive, Concord, NH 03302	
1.3 Contractor Name <i>Eurofins Environment Testing Northeast, LLC</i>		1.4 Contractor Address <i>646 Camp Avenue, North Kingstown RI 02852</i>	
1.5 Contractor Phone Number <i>(800)287-0525</i>	1.6 Account Unit and Class <i>03-44-44-442010-1300-020-500239</i>	1.7 Completion Date <i>6/30/2028</i>	1.8 Price Limitation <i>\$95,291,40</i>
1.9 Contracting Officer for State Agency <i>Sharon McMillin</i>		1.10 State Agency Telephone Number <i>(603) 934-9930</i>	
1.11 Contractor Signature  Date: <i>6-11-25</i>		1.12 Name and Title of Contractor Signatory <i>Robert Dempsey Senior Vice President, Eurofins Environment Testing Northeast LLC</i>	
1.13 State Agency Signature  Date: <i>8/19/25</i>		1.14 Name and Title of State Agency Signatory <i>Robert R. Scott, Commissioner, NHDES</i>	
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: <i>Keely Lovato</i> <i>Keely Lovato</i> On: <i>8/26/25</i>			
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.

Contractor Initials RD  
Date 6-11-25

**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.

**EXHIBIT A  
SPECIAL PROVISIONS**

None.

Initials RD  
Date 6-11-25

## EXHIBIT B SCOPE OF SERVICES

### 1. Scheduled Testing Services - NPDES Permit and Operational:

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 <sub>5</sub> ), mg/L	2/Week
Effluent	Ammonia Nitrogen	2/Week
Effluent	Total Kjeldahl Nitrogen (TKN), (as N), mg/L	1/Week
Effluent	Nitrate + Nitrite	1/Week
Effluent	Total Phosphorus, mg/L	3/Month
Effluent	E. Coli, MPN/100mL	3/Week
Influent	Total Suspended Solids (TSS), mg/L	1/Week
Influent	Carbonaceous Biochemical Oxygen Demand (CBOD <sub>5</sub> ), mg/L	1/Week
Ambient (River)	Total Phosphorus, (mg/L)	1/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 <sub>5</sub> ), mg/L	2/Week
Primary Effluent	Total Kjeldahl Nitrogen (TKN), (as N), mg/L	1/Week
Primary Effluent	Ammonia (as N), mg/L	1/Week
Primary Effluent	Nitrate + Nitrite, mg/L	1/Week
Influent	Total Kjeldahl Nitrogen (TKN), (as N), mg/L	1/Week
Influent	Total Phosphorus, mg/L	3/Month
Influent	Ammonia (as N), mg/L	1/Week
Influent	Nitrate + Nitrite, mg/L	1/Week

NPDES permit renewal testing includes:

Effluent	VOCs, ug/L (EPA Method 624.1)	1/year
Effluent	SVOCs, ug/L (EPA Method 625.1)	1/year
Effluent	Oil and Grease, mg/L (EPA Method 1664 Rev B)	1/year
Effluent	Antimony, mg/L (EPA Method 200.7/200.8)	1/year
Effluent	Beryllium, mg/L (EPA Method 200.7/200.8)	1/year
Effluent	Total Phenols, ug/L	1/year

\*Sufficiently Sensitive Methods listed in 40 CFR 136. The list of compounds and test methods for these compounds are subject to change if new or amended federal or state standards are promulgated and become effective during the term of this contract. Should this occur, credits for analysis that are deleted, and additional costs for analyses that are added will be negotiated between the contractor and the owner. The analytical results are to be submitted to the WRBP within three weeks of receipt of the samples.

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<sub>5</sub>, Phosphorus, NH<sub>3</sub>, 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. 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 these scheduled testing services shall be the same as for unscheduled services. On rare occasions, the WRBP may need expedited turnaround times or additional testing parameters not shown on Exhibit C. Since 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 and pre-approved by the WRBP 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 an 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.

#### **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. The WRBP will not accept deliveries outside normal operating hours which are Monday through Friday, 7:00 AM to 3:00 PM, excluding holidays.
- 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. Courier pickup shall not occur before 8:00am on the scheduled pick-up day.
- 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.

All such testing, reporting and support services shall be included in the cost of services.

It shall be the responsibility of the laboratory to be in conformance with all state and federal laboratory requirements and standards that are in existence when the contract was awarded or that may come into existence during the life of the contract.

Information contained in the State's Request for Proposals dated January 3, 2025 and any addenda thereto is hereby included in Exhibit B by reference.

**EXHIBIT C  
COST AND TERMS OF PAYMENT**

**SCHEDULED SERVICES**

1. NPDES PERMIT AND OPERATIONAL SCHEDULED TESTING	<u>FY26</u>	<u>FY27</u>	<u>FY28</u>
E coli (MPN/100mL) – cost each (assume 3/week for 52 weeks/FY)	<u>\$25.20</u>	<u>\$25.20</u>	<u>\$25.20</u>
Carbonaceous Biochemical Oxygen Demand CBOD <sub>5</sub> (mg/L) – cost each (assume 6/week for 52 weeks/FY)	<u>\$34.80</u>	<u>\$34.80</u>	<u>\$34.80</u>
Total Suspended Solids (mg/L) – cost each (assume 6/week for 52 weeks/FY)	<u>\$12.60</u>	<u>\$12.60</u>	<u>\$12.60</u>
Total Phosphorus (mg/L) – cost each (assume 7/month for 12 months/FY)	<u>\$25.20</u>	<u>\$25.20</u>	<u>\$25.20</u>
Total Kjeldahl Nitrogen, as N (mg/L) – cost each (assume 3/Week for 52 weeks/FY)	<u>\$28.20</u>	<u>\$28.20</u>	<u>\$28.20</u>
Nitrate and Nitrite (mg/L) – cost each (assume 3/week for 52 weeks/FY)	<u>\$12.60</u>	<u>\$12.60</u>	<u>\$12.60</u>
Ammonia Nitrogen (mg/L) – cost each (assume 2/week for 52 weeks/FY)	<u>\$15.60</u>	<u>\$15.60</u>	<u>\$15.60</u>
VOC (ug/L) – cost each (assume 1/FY)	<u>\$103.20</u>	<u>\$103.20</u>	<u>\$103.20</u>
SVOCs (ug/L) – cost each (assume 1/FY)	<u>\$218.40</u>	<u>\$218.40</u>	<u>\$218.40</u>
Oil and Grease (mg/L) – cost each (assume 1/FY)	<u>\$45.00</u>	<u>\$45.00</u>	<u>\$45.00</u>
Antimony (mg/L) – cost each  (assume 1/FY)	<u>\$19.20</u>	<u>\$19.20</u>	<u>\$19.20</u>
Beryllium (mg/L) – cost each  (assume 1/FY)	<u>\$19.20</u>	<u>\$19.20</u>	<u>\$19.20</u>
Total Phenols (ug/L) – cost each  (assume 1/FY)	<u>\$34.80</u>	<u>\$34.80</u>	<u>\$34.80</u>
<b>TOTAL/FISCAL YEAR (FY) FOR SCHEDULED SERVICES:</b> (calculated based on the assumptions for each line item above)	<u>\$29,263.80</u>	<u>\$29,263.80</u>	<u>\$29,263.80</u>
<b>CONTINGENCY</b>	<u>\$2,500.00</u>	<u>\$2,500.00</u>	<u>\$2,500.00</u>
<b>TOTALS/FY</b> (sum of scheduled services and contingency)	<u>\$31,763.80</u>	<u>\$31,763.80</u>	<u>\$31,763.80</u>
<b>Total price limitation (Sum of TOTALS/FY for FY26 + FY27 + FY28)</b>		<u>\$95,291.40</u>	

Initials RA  
Date 6-11-25

Eurofins Environment Testing Northeast, LLC.  
Company Name

**Notes:**

1. The cost per event/test for scheduled services will be determined by dividing the annual cost by the number of events in the fiscal year.
2. The total contract price limitation is based upon the sum of the annual scheduled services plus a \$2,500 contingency for unscheduled services per fiscal year.
3. State fiscal years are defined as follows: FY26 is from July 1, 2025 to June 30, 2026; FY 27 is from July 1, 2026 to June 30, 2027; and FY28 is from July 1, 2027 to June 30, 2028.
4. 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 contract price limitation.

Initials RD  
Date 6-11-25

Corporate Resolution

I, Alex Montoya, hereby certify that I am duly elected Clerk/Secretary/Officer of Eurofins Environment Testing Northeast, LLC. I hereby certify the following is a true of a vote taken at a

meeting of the Board of Directors/shareholders, duly called and held on April 15<sup>th</sup>, 2025, at which a quorum of the directors/shareholders were present and voting.

Voted: That Robert Dempsey - SVP Eurofins Environment Testing (may list more than one person) is duly

authorized to enter into contracts or agreements on behalf of Eurofins Environment Testing Northeast, LLC

with the State of New Hampshire and any of its agencies and departments and further is authorized to execute any documents which may in his/her judgement to be desirable or necessary to affect 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 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 Corporate Resolution. I further certify that it is understood the State of New Hampshire will rely on this certificate as evidence the person(s) listed above currently occupy the positions(s) indicated and that they have full authority to bind the corporation. To the extent that there are 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: 6-11-2025

ATTEST: [Signature]  
(Signature of person attesting)

Senior Vice President  
(Title of person attesting)

# State of New Hampshire

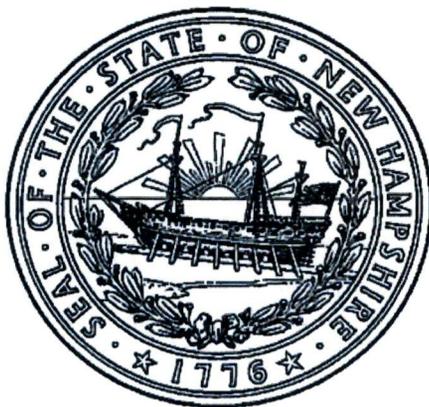
## Department of State

### 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: **0007150340**



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. 2025.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan  
Secretary of State



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/02/2025

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>FAX (A/C, No):</b> 1-888-467-2378 <b>E-MAIL ADDRESS:</b> certificates@willis.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
<b>INSURED</b> Eurofins Environment Testing Northeast, LLC 646 Camp Ave North Kingstown, RI 02852	<b>INSURER A:</b> ACE American Insurance Company	22667
	<b>INSURER B:</b> Travelers Property Casualty Company of Ame	25674
	<b>INSURER C:</b> ACE Property & Casualty Insurance Company	20699
	<b>INSURER D:</b> Great Northern Insurance Company	20303
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** W37339064      **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	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y		G46676725	01/01/2025	01/01/2026	EACH OCCURRENCE	\$ 1,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence)						\$ 1,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		HC2JCAP-162D3822-TIL-25	01/01/2025	01/01/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	BODILY INJURY (Per person)						\$	
	BODILY INJURY (Per accident)						\$	
	PROPERTY DAMAGE (Per accident)						\$	
							\$	
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE	Y		G46676762	01/01/2025	01/01/2026	EACH OCCURRENCE	\$ 1,000,000
	AGGREGATE						\$ 1,000,000	
							\$	
	DED    RETENTION \$							
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	UB-2R857672-25-I2-K	01/01/2025	01/01/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
		No					E.L. EACH ACCIDENT	\$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
D	<b>Integrated Liability &amp; Indemnity</b> Errors or Omission			9951-0639	01/01/2025	01/01/2026	Limit of Liability	\$5,000,000
							Limit of Liability	\$5,000,000

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

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

**CERTIFICATE HOLDER**      **CANCELLATION**

The State of New Hampshire Department of Environmental Services Winipisaukee River Basin Program Franklin WWTP 528 River Street Franklin, NH 3235	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Patricia A. Fry</i>

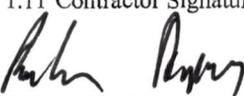
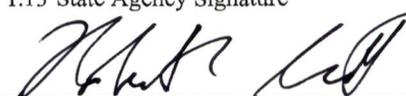
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**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 03301	
1.3 Contractor Name Eurofins Environment Testing Northeast, LLC		1.4 Contractor Address 646 Camp Avenue, North Kingstown, RI 02852	
1.5 Contractor Phone Number (800) 287-0525	1.6 Account Unit and Class 03-44-44-442010-1300-020-500239	1.7 Completion Date 6/30/2028	1.8 Price Limitation \$80,649.22
1.9 Contracting Officer for State Agency Sharon McMillin		1.10 State Agency Telephone Number (603) 934-9930	
1.11 Contractor Signature  Date: 6-11-25		1.12 Name and Title of Contractor Signatory Robert Dempsey, senior vice president	
1.13 State Agency Signature  Date: 8/25/25		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: Keely Lovato Keely Lovato		On: 8/25/2025	
1.17 Approval by the Governor and Executive Council (if applicable)			
G&C Item number:		G&C Meeting Date:	

Contractor Initials RD  
 Date 6-11-25

**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.

Contractor Initials RD  
Date 6-11-25

**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 RI  
Date 6-11-25

**EXHIBIT A**  
**SPECIAL TERMS AND CONDITIONS**

None.

Initials RA  
Date 6-11-25

## EXHIBIT B SCOPE OF SERVICES

1. The WRBP's NPDES permit requires testing of the following:

Sample Location/ID	Matrix	Pollutant/Method	Frequency
Effluent	Wastewater	40 PFAS Compounds/EPA Method 1633	1/Quarter
Effluent	Wastewater	Adsorbable Organic Fluorine/EPA Method 1621	1/Quarter
Influent	Wastewater	40 PFAS Compounds/EPA Method 1633	1/Quarter
Influent	Wastewater	Adsorbable Organic Fluorine/EPA Method 1621	1/Quarter
Biosolids	Sludge/Solid	40 PFAS Compounds/EPA Method 1633	1/Quarter
Various <sup>(1)</sup>	Wastewater	40 PFAS Compounds/EPA Method 1633	35/FY

2. Additional PFAS testing at the WRBP includes:

Sample Location/ID	Matrix	Pollutant/Method	Frequency <sup>(2)</sup>
MW-1	Groundwater	25 PFAS Compounds/EPA Method 537.1 or 533	1/FY26
MW-2	Groundwater	25 PFAS Compounds/EPA Method 537.1 or 533	1/FY26
SH-2a	Groundwater	25 PFAS Compounds/EPA Method 537.1 or 533	1/FY26
SH-3	Groundwater	25 PFAS Compounds/EPA Method 537.1 or 533	1/FY26
SH-4 or 4a	Groundwater	25 PFAS Compounds/EPA Method 537.1 or 533	1/FY26
Centrate	Wastewater	40 PFAS Compounds/EPA Methods 1633	1/FY
Deionized Water (DI)	Drinking Water	40 PFAS Compounds/EPA Method 1633	1/FY

<sup>(1)</sup> The WRBP will be sampling up to 35 industrial and commercial entities at a frequency of once annually. The lab performing the analysis will be required to provide the sample containers and shipping and then bill these entities directly. The WRBP will provide the selected laboratory with the billing addresses and contact information for these businesses. Results shall be provided to both the WRBP and these business entities. Sampling will be scheduled ahead of time to consolidate shipment of containers to and from the WRBP.

<sup>(2)</sup> Expected number of additional samples during the contract period. Groundwater sampling to occur during FY26; while centrate and DI samples will be collected once per FY.

The WRBP reserves the right to reduce the number of samples to just those required for facility permit compliance. 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. Since these costs typically vary depending upon the test method performed, the WRBP is including \$4,500/FY to cover these unusual or unforeseen 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 the EPA approved test method indicated for each listed constituent.

Initials   RN    
Date   6/1/25

- Any other observations or test conditions affecting test outcome. The WRBP reserves the right to request additional information such as raw data pages and chromatographs at no additional cost if we believe there is a need to review such data.
- An electronic copy of the final results will be emailed to the WRBP and businesses, as applicable, (email addresses to be provided upon award) in both Excel and PDF format.

#### **ADDITIONAL LABORATORY RESPONSIBILITIES**

The laboratory shall provide the following:

- A maximum 30-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. Courier pickup shall occur between 8:00 am and 3:00 pm on the scheduled pick-up day. If courier service is not available, the selected lab shall provide shipping labels or an account number for return shipping of samples. Shipping and/or courier costs shall be incorporated in the cost of services.
- 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 or unscheduled services.

Information contained in the State's Request for Proposals dated March 18, 2025 and any addenda thereto are hereby included in Exhibit B by reference.

Initials RD  
Date 6-11-25

**EXHIBIT C  
PRICE AND PAYMENTS TERMS**

**SCHEDULED SERVICES**

1. NPDES PFAS TESTING	<u>FY26</u>	<u>FY27</u>	<u>FY28</u>
Wastewater Influent and Effluent samples 40 PFAS via EPA Method 1633 (ng/L) – cost each (assume 2 samples/Quarter or 8/FY)	<u>\$325.00</u>	<u>\$334.75</u>	<u>\$344.79</u>
Wastewater Influent and Effluent samples AOF via EPA Method 1621 (ng/L) – cost each (assume 2 samples/Quarter or 8/FY)	<u>\$650.00</u>	<u>\$669.50</u>	<u>\$689.58</u>
Biosolids Samples 40 PFAS via EPA Method 1633 (ng/g) – cost each (assume 1 sample/Quarter or 4/FY)	<u>\$350.00</u>	<u>\$360.50</u>	<u>\$371.32</u>
Commercial/Industrial Samples (Bill to Businesses) 40 PFAS via EPA Method 1633 (ng/L) – cost each (assume 35 samples/FY)	<u>\$325.00</u>	<u>\$334.75</u>	<u>\$344.79</u>
 2. ADDITIONAL PFAS TESTING			
Groundwater Samples 25 PFAS via EPA Method 537.1 or 533 (ng/L) – cost each (assume 5 samples/contract period to occur in FY 26 only)	<u>\$0.00</u>	<u>\$309.00</u>	<u>\$0.00</u>
Deionized (DI) Water and Centrate Samples – cost each 40 PFAS via EPA Method 1633 (ng/L) (assume 1 Centrate sample/FY and 1 DI/FY)	<u>\$325.00</u>	<u>\$334.75</u>	<u>\$344.79</u>
<b>TOTAL/FY FOR SCHEDULED SERVICES:</b> (calculated based on the assumptions for each line item above)	<u>\$21,225.00</u>	<u>\$22,406.75</u>	<u>\$22,517.47</u>
<b>CONTINGENCY</b>	<u>\$4,500.00</u>	<u>\$4,500.00</u>	<u>\$4,500.00</u>
<b>TOTALS/FY</b> <sup>(1)(2)</sup> (sum of scheduled services and contingency)	<u>\$25,725.00</u>	<u>\$27,906.75</u>	<u>\$27,017.47</u>
<b>Total price limitation (Sum of TOTALS/FY for FY26 + FY27 + FY28)</b>	<u>\$80,649.22</u>		

Eurofins Environment Testing Northeast, LLC.  
Company Name

**Notes:**

1. State fiscal years are defined as follows: FY26 is from July 1, 2025 to June 30, 2026; FY 27 is from July 1, 2026 to June 30, 2027; and FY28 is from July 1, 2027 to June 30, 2028.
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 RN  
Date 6/1/25

Corporate Resolution

I, Alex Montoya, hereby certify that I am duly elected Clerk/Secretary/Officer of Eurofins Environment Testing Northeast, LLC. I hereby certify the following is a true of a vote taken at a

meeting of the Board of Directors/shareholders, duly called and held on April 15<sup>th</sup>, 2025, at which a quorum of the directors/shareholders were present and voting.

Voted: That Robert Dempsey - SVP Eurofins Environment Testing, (may list more than one person) is duly (Name and Title of person being attested to)

authorized to enter into contracts or agreements on behalf of Eurofins Environment Testing Northeast, LLC (Name of Corporation)

with the State of New Hampshire and any of its agencies and departments and further is authorized to execute any documents which may in his/her judgement to be desirable or necessary to affect 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 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 Corporate Resolution. I further certify that it is understood the State of New Hampshire will rely on this certificate as evidence the person(s) listed above currently occupy the positions(s) indicated and that they have full authority to bind the corporation. To the extent that there are 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: 6-11-2025

ATTEST: [Signature] (Signature of person attesting)

Senior Vice President (Title of person attesting)

# 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: **0007150340**



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. 2025.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan  
Secretary of State



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/02/2025

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>FAX (A/C, No):</b> 1-888-467-2378	
	<b>E-MAIL ADDRESS:</b> certificates@willis.com	
<b>INSURED</b> Eurofins Environment Testing Northeast, LLC 646 Camp Ave North Kingstown, RI 02852	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> ACE American Insurance Company	<b>NAIC #</b> 22667
	<b>INSURER B:</b> Travelers Property Casualty Company of Ame	<b>NAIC #</b> 25674
	<b>INSURER C:</b> ACE Property & Casualty Insurance Company	<b>NAIC #</b> 20699
	<b>INSURER D:</b> Great Northern Insurance Company	<b>NAIC #</b> 20303
	<b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** W37339064      **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	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		Y	G46676725	01/01/2025	01/01/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		Y	HC2JCAP-162D3822-TIL-25	01/01/2025	01/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$		Y	G46676762	01/01/2025	01/01/2026	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	<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-2R857672-25-I2-K	01/01/2025	01/01/2026	<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
D	<b>Integrated Liability &amp; Indemnity</b> Errors or Omission			9951-0639	01/01/2025	01/01/2026	Limit of Liability \$5,000,000 Limit of Liability \$5,000,000

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

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

<b>CERTIFICATE HOLDER</b>  The State of New Hampshire Department of Environmental Services Winipisaukee River Basin Program Franklin WWTP 528 River Street Franklin, NH 3235	<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>  <i>Patricia A. Fry</i>

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 <i>Eurofins Environment Testing Northeast, LLC</i>		1.4 Contractor Address 646 Camp Avenue, North Kingstown RI 02852	
1.5 Contractor Phone Number (800)287-0525	1.6 Account Unit and Class 03-44-44-442010-1300-020-500239	1.7 Completion Date 6/30/2028	1.8 Price Limitation \$11,814.60
1.9 Contracting Officer for State Agency Sharon McMillin		1.10 State Agency Telephone Number (603) 934-9930	
1.11 Contractor Signature <i>[Signature]</i> Date: 6/11/25		1.12 Name and Title of Contractor Signatory Robert Dempsey, Senior Vice President	
1.13 State Agency Signature <i>[Signature]</i> Date: 8/19/25		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: <i>Keely Lovato</i> Keely Lovato On: 8/25/2025			
1.17 Approval by the Governor and Executive Council (if applicable)  G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials *RD*  
 Date *6-11-25*

**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.

Contractor Initials RD  
Date 6-11-25

**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 RD  
Date 6-4-25

**EXHIBIT A  
SPECIAL PROVISIONS**

None.

Initials: RA  
Date: 6-11-25

## EXHIBIT B SCOPE OF SERVICES

### Part A – SCHEDULED SERVICES

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

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

**Item 3. Biosolids Annual TCLP Testing:** Once per year (usually during the 1<sup>st</sup> quarter), analyze for the constituents listed in **Attachment 3**. The analytical results are to be submitted to the WRBP within 3 weeks of receipt of the samples.

### Part B - AS-NEED SERVICES

**Item 4. Digester Cleaning & Repeat Quarterly Pollutant Scan:** On an as-needed basis, analyze for constituents listed in **Attachment 2**. The analytical results are to be submitted to the WRBP within 3 weeks of receipt of the samples.

In the event of a non-compliant result, the State may request a repeat test to be conducted. A repeat required due to QA/QC failure or lab error shall be performed at no cost to the WRBP.

### ANALYTICAL RESULTS REPORTING

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

- Times and dates samples were collected; site identification.
- Chain-of-custody form with lab signature and date of receipt.
- Reporting Detection Limits, methods used, date of analysis and analysts' initials.
- Laboratory shall use the test method indicated for each listed constituent.
- Any other observations or test conditions affecting test outcome. We reserve the right to request additional information such as raw data pages for inorganics and chromatograms for organics if we believe there is a need to review such data.
- An electronic copy of the final results will be emailed to [nicholas.d.fontaine@des.nh.gov](mailto:nicholas.d.fontaine@des.nh.gov) of the WRBP in both excel and PDF format.

### ADDITIONAL LABORATORY RESPONSIBILITIES

The successful vendor shall provide the following:

- All sampling containers and, when required, the proper preservatives added.
- Coolers and ice or cold packs for shipping.
- Container and cooler kit delivery. The WRBP will not accept deliveries outside normal operating hours which are Monday through Friday, 7:00 AM to 3:00 PM, excluding holidays.
- Chain-of-custody documentation.
- Prepaid shipping to and from the WRBP with shipping instructions or provide courier services.
- Courier pick-up services: Pick-ups shall be scheduled so that all samples remain within their respective holding time.
- If any work is subcontracted, the laboratory shall obtain prior approval from the WRBP and no additional cost shall be incurred for scheduled services.

All such testing, reporting and support services shall be included in the cost of services.

**EXHIBIT B**  
**SCOPE OF SERVICES – Continued**

It shall be the responsibility of the laboratory to be in conformance with all state and federal laboratory requirements and standards that are in existence when the contract was awarded or that may come into existence during the life of the contract.

Information contained in the State's Request for Proposals dated January 3, 2025 and any addenda thereto are hereby included in Exhibit B by reference.

Initials: RD  
Date: 6-11-25

**EXHIBIT B**  
**SCOPE OF SERVICES – Continued**

**ATTACHMENT 1**  
**BIOSOLIDS ANNUAL POLLUTANT SCAN**

**1. GENERAL REQUIREMENTS**

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

**TABLE I**

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

**EXHIBIT B**  
**SCOPE OF SERVICES – Continued**

18	Chloroform	67-66-3	SW846 – 8000 series	2.0
19	Bromochloromethane	74-97-5	SW846 – 8000 series	2.0
<b>#</b>	<b>Table I Compounds<sup>(1)</sup></b>	<b>CAS</b>	<b>Analytical Method</b>	<b>Detection Limit<sup>(2)</sup> (mg/kg)</b>
20	Tetrahydrofurn (THF)	109-99-9	SW846 – 8000 series	10.0
21	1,1,1-Trichloroethane	71-55-6	SW846 – 8000 series	2.0
22	1,1-Dichloropropene	563-58-6	SW846 – 8000 series	2.0
23	Carbon tetrachloride	56-23-5	SW846 – 8000 series	2.0
24	1,2-Dichloroehane	107-06-2	SW846 – 8000 series	2.0
25	Benzene	71-43-2	SW846 – 8000 series	2.0
26	Trichloroethene	79-01-6	SW846 – 8000 series	2.0
27	1,2 Dichloropropane	78-87-5	SW846 – 8000 series	2.0
28	Dichlorobromomethane	75-27-4	SW846 – 8000 series	2.0
29	Dibromomethane	74-95-3	SW846 – 8000 series	2.0
30	4-Methyl-2-pentanone (MIBK)	108-10-1	SW846 – 8000 series	10.0
31	Cis-1,3-Dichloropropene	10061-01-5	SW846 – 8000 series	2.0
32	Toluene	108-88-3	SW846 – 8000 series	2.0
33	Trans-1,3-Dichloropropene	10061-02-6	SW846 – 8000 series	2.0
34	1,1,2-Trichloroethane	79-00-5	SW846 – 8000 series	2.0
35	2-Hexanone	591-78-6	SW846 – 8000 series	10.0
36	1,3-Dichloropropane	142-28-9	SW846 – 8000 series	2.0
37	Tetrachlorethene	127-18-4	SW846 – 8000 series	2.0
38	Dibromochlormethane	128-48-1	SW846 – 8000 series	2.0
39	1,2-Dibromoethane	106-93-4	SW846 – 8000 series	2.0

**EXHIBIT B**  
**SCOPE OF SERVICES – Continued**

40	Chlorobenzene	108-90-7	SW846 – 8000 series	2.0
41	1,1,1,2-Tetrachloroethane	630-20-6	SW846 – 8000 series	2.0
42	Ethylbenzene	100-41-4	SW846 – 8000 series	2.0
43	m&p-Xylene	108-38-3 106-42-3	SW846 – 8000 series	2.0
44	o-Xylene	95-47-6	SW846 – 8000 series	2.0
45	Styrene	100-42-5	SW846 – 8000 series	2.0
46	Bromoform	75-25-2	SW846 – 8000 series	2.0
<b>#</b>	<b>Table I Compounds<sup>(1)</sup></b>	<b>CAS</b>	<b>Analytical Method</b>	<b>Detection Limit<sup>(2)</sup> (mg/kg)</b>
47	Isopropylbenzene	98-82-8	SW846 – 8000 series	2.0
48	1,1,1,2-Tetrachloroethane	79-34-5	SW846 – 8000 series	2.0
49	1,2,3-Trichloropropane	96-18-4	SW846 – 8000 series	2.0
50	n-Propylbenzene	98-06-6	SW846 – 8000 series	2.0
51	Bromobenzene	108-86-1	SW846 – 8000 series	2.0
52	1,3,5-Trimethylbenzene	108-67-8	SW846 – 8000 series	2.0
53	2-Chlorotoluene	95-49-8	SW846 – 8000 series	2.0
54	4-Chlorotoluene	106-43-4	SW846 – 8000 series	2.0
55	tert-Butylbenzene	104-51-8	SW846 – 8000 series	2.0
56	1,2,4-Trimethylbenzene	95-63-6	SW846 – 8000 series	2.0
57	sec-Butylbenzene	135-98-8	SW846 – 8000 series	2.0
58	p-Isopropyltoluene	99-87-6	SW846 – 8000 series	2.0
59	1,3-Dichlorobenzene	541-73-1	SW846 – 8000 series	2.0
60	1,4-Dichlorobenzene	106-46-7	SW846 – 8000 series	2.0
61	n-Butylbenzene	104-51-8	SW846 – 8000 series	2.0

**EXHIBIT B**  
**SCOPE OF SERVICES – Continued**

62	1,2-Dichlorobenzene	95-50-1	SW846 – 8000 series	2.0
63	1,2-Dibromo-3-chloropropane	96-12-8	SW846 – 8000 series	2.0
64	1,2,4-Trichlorobenzene	120-82-1	SW846 – 8000 series	2.0
65	Hexachlorobutadiene	87-68-3	SW846 – 8000 series	2.0
66	Naphthalene	91-20-3	SW846 – 8000 series	2.0
67	1,2,3-Trichlorobenzene	87-61-6	SW846 – 8000 series	2.0
<b>Section B. Semi-volatile Organic Compounds</b>				
68	1,2-Diphenylhydrazine (as Azobenzene)	122-66-7	SW846 – 8000 series	2.5
69	2,4,5-Trichlorophenol	95-95-4	SW846 – 8000 series	2.5
70	2,4,6-Trichlorophenol	88-06-2	SW846 – 8000 series	2.5
71	2,4-Dichlorophenol	120-83-2	SW846 – 8000 series	2.5
72	2,4-Dimethylphenol	105-67-9	SW846 – 8000 series	2.5
<b>#</b>	<b>Table I Compounds<sup>(1)</sup></b>	<b>CAS</b>	<b>Analytical Method</b>	<b>Detection Limit<sup>(2)</sup> (mg/kg)</b>
73	2,4-Dinitrophenol	51-28-5	SW846 – 8000 series	2.5
74	2,4-Dinitrotoluene	121-14-2	SW846 – 8000 series	2.5
75	2,6-Dinitrotoluene	606-20-2	SW846 – 8000 series	2.5
76	2-Chloronaphthalene	91-59-7	SW846 – 8000 series	2.5
77	2-Chlorophenol	95-97-8	SW846 – 8000 series	2.5
78	2-Methylnaphthalene	91-57-6	SW846 – 8000 series	2.5
79	2-Methylphenol (o-Cresol)	95-48-7	SW846 – 8000 series	5.0
80	2-Nitroaniline	88-74-4	SW846 – 8000 series	5.0
81	2-Nitrophenol	88-75-5	SW846 – 8000 series	5.0
82	3,3'-Dichlorobenzidine	91-94-1	SW846 – 8000 series	10.0

**EXHIBIT B**  
**SCOPE OF SERVICES – Continued**

83	3-Nitroaniline	99-09-2	SW846 – 8000 series	5.0
84	3&4-Methylphenol (m&p-Cresol)	106-44-5	SW846 – 8000 series	5.0
85	4,6-Dinitro-2-methylphenol	534-52-1	SW846 – 8000 series	20.0
86	4-Bromophenyl phenylether	85-68-7	SW846 – 8000 series	10.0
87	4-Chloro-3-methylphenol	59-50-7	SW846 – 8000 series	10.0
88	4-Chloroaniline	106-47-8	SW846 – 8000 series	2.5
89	4-Chlorophenyl phenylether	7005-72-3	SW846 – 8000 series	10.
90	4-Nitroaniline	100-01-6	SW846 – 8000 series	5.0
91	4-Nitrophenol	100-02-7	SW846 – 8000 series	12
92	Acenaphthene	83-32-9	SW846 – 8000 series	5.0
93	Acenaphthylene	208-96-8	SW846 – 8000 series	5.0
94	Anthracene	120-12-7	SW846 – 8000 series	5.0
95	Benzidine	92-87-5	SW846 – 8000 series	25
96	Benzo (a) anthracene	56-55-3	SW846 – 8000 series	2.5
97	Benzo (a) pyrene	50-32-8	SW846 – 8000 series	2.5
98	Benzo (b) fluoranthene	205-99-2	SW846 – 8000 series	2.5
<b>#</b>	<b>Table I Compounds<sup>(1)</sup></b>	<b>CAS</b>	<b>Analytical Method</b>	<b>Detection Limit<sup>(2)</sup> (mg/kg)</b>
99	Benzo (g,h,l) perylene	191-24-2	SW846 – 8000 series	2.5
100	Benzo (k) fluoranthene	207-08-9	SW846 – 8000 series	2.5
101	Bis (2-chloroethoxy) methane	111-91-1	SW846 – 8000 series	5.0
102	Bis (2-chloroethyl) ether	111-44-4	SW846 – 8000 series	2.5
103	Bis (2-chloroisopropyl) ether	39638-32-9	SW846 – 8000 series	2.0
104	Bis (2-ethylhexyl) phthalate	117-81-7	SW846 – 8000 series	5.0

**EXHIBIT B**  
**SCOPE OF SERVICES – Continued**

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

**EXHIBIT B**  
**SCOPE OF SERVICES – Continued**

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

**EXHIBIT B**  
**SCOPE OF SERVICES – Continued**

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

NA – Not Applicable

Footnotes to TABLE I:

1. This list of compounds and test methods are subject to change if new or amended federal or state standards are promulgated and become effective during the term of this contract. Should this occur, credits for analysis that are deleted, and additional costs for analyses that are added will be negotiated between the contractor and the owner.
2. The detection limit for all analyses shall be at or below the detection limits specified in Table 1. If the detection limit specified in Table 1 cannot be achieved by the methodology listed, the New Hampshire Department of Environmental Services shall accept such detection limits that are routinely achievable.

Initials: *RD*  
Date: *6-11-25*

**EXHIBIT B**  
**SCOPE OF SERVICES – Continued**

**ATTACHMENT 2**  
**BIOSOLIDS QUARTERLY POLLUTANT SCAN**

**GENERAL REQUIREMENTS**

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

**TABLE II**

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

**EXHIBIT B**  
**SCOPE OF SERVICES – Continued**

16	Total organic nitrogen	NA	calculation	NA
17	Potassium	NA	SM-3500-K SW 846 6000/7000_series	15
18	Phosphorus	NA	SM-4500-P EPA-365	15

NA – Not Applicable

Footnotes to TABLE II:

1. This list of compounds and test methods are subject to change if new or amended federal or state standards are promulgated and become effective during the term of this contract. Should this occur, credits for analysis that are deleted, and additional costs for analyses that are added will be negotiated between the contractor and the owner.
2. The detection limit for all analyses shall be at or below the detection limits specified in Table 1. If the detection limit specified in Table 1 cannot be achieved by the methodology listed, the New Hampshire Department of Environmental Services shall accept such detection limits which are routinely achievable.

Initials: RD  
Date: 6-11-25

**EXHIBIT B**  
**SCOPE OF SERVICES – Continued**

**ATTACHMENT 3**  
**BIOSOLIDS ANNUAL TCLP TESTING**

**GENERAL REQUIREMENTS**

Analyze once per year, the biosolids for the pollutants listed in TABLE III below.

**Table III**

#	Table III Compounds <sup>(1)</sup>	CAS	Analytical Method
<b>Section A. TCLP Metals</b>			
1	Arsenic	7440-38-2	SW-846-1311/SW-846-6010
2	Barium	7440-39-3	SW-846-1311/SW-846-6010
3	Cadmium	7440-43-9	SW-846-1311/SW-846-6010
4	Chromium	7440-47-3	SW-846-1311/SW-846-6010
5	Lead	7439-92-1	SW-846-1311/SW-846-6010
6	Mercury	7439-97-6	SW-846-1311/SW-846-7470
7	Selenium	7782-49-2	SW-846-1311/SW-846-7740
8	Silver	7440-22-4	SW-846-1311/SW-846-6010
<b>Section B. TCLP Volatiles</b>			
9	Benzene	71-43-2	SW-846-1311/SW-846-8260B
10	Carbon Tetrachloride	56-23-5	SW-846-1311/SW-846-8260B
11	Chlorobenzene	108-90-7	SW-846-1311/SW-846-8260B
12	Chloroform	67-66-3	SW-846-1311/SW-846-8260B
13	1,2-Dichloroethane	107-06-2	SW-846-1311/SW-846-8260B
14	1,1-Dichloroethylene	75-35-4	SW-846-1311/SW-846-8260B
15	Methyl Ethyl Ketone (MEK)	78-93-3	SW-846-1311/SW-846-8260B
16	Tetrachloroethylene (PCE)	127-18-4	SW-846-1311/SW-846-8260B
17	Trichloroethylene (TCE)	79-01-6	SW-846-1311/SW-846-8260B
18	Vinyl Chloride	75-01-4	SW-846-1311/SW-846-8260B
#	Table III Compounds <sup>(1)</sup>	CAS	Analytical Method
<b>Section C. TCLP Semi-Volatiles (Base Neutral Compounds)</b>			

**EXHIBIT B**  
**SCOPE OF SERVICES – Continued**

19	1,4-Dichlorobenzene	106-46-7	SW-846-1311/SW-846-8270C
20	2,4-Dinitrotoluene	121-14-2	SW-846-1311/SW-846-8270C
21	Hexachlorobenzene	118-74-1	SW-846-1311/SW-846-8270C
22	Hexachlorobutadiene	87-68-3	SW-846-1311/SW-846-8270C
23	Hexachloroethane	67-72-1	SW-846-1311/SW-846-8270C
24	Nitrobenzene	98-95-3	SW-846-1311/SW-846-8270C
25	Pyridine	110-86-1	SW-846-1311/SW-846-8270C
<b>Section D. TCLP Semi-Volatiles (Acid Compounds)</b>			
26	2-Methylphenol (o-Cresol)	95-48-7	SW-846-1311/SW-846-8270C
27	3-Methylphenol (m-Cresol)	108-39-4	SW-846-1311/SW-846-8270C
28	4-Methylphenol (p-Cresol)	106-44-5	SW-846-1311/SW-846-8270C
29	Cresol, Total	NA	SW-846-1311/SW-846-8270C
30	Pentachlorophenol	87-86-5	SW-846-1311/SW-846-8270C
31	2,4,5-Trichlorophenol	95-95-4	SW-846-1311/SW-846-8270C
32	2,4,6-Trichlorophenol	88-06-2	SW-846-1311/SW-846-8270C
<b>Section E. TCLP Herbicides</b>			
33	2,4-D	94-75-7	SW-846-1311/SW-846-8151A
34	2,4,5-TP (Silvex)	93-72-1	SW-846-1311/SW-846-8151A
<b>Section F. TCLP Pesticides</b>			
35	Chlordane	57-74-9	SW-846-1311/SW-846-8081A
36	Endrin	72-20-8	SW-846-1311/SW-846-8081A
37	Heptachlor	76-44-8	SW-846-1311/SW-846-8081A
38	Heptachlor Epoxide	76-44-8	SW-846-1311/SW-846-8081A
39	Lindane (Gamma-BHC)	58-89-9	SW-846-1311/SW-846-8081A
40	Methoxychlor	72-43-5	SW-846-1311/SW-846-8081A
41	Toxaphene	8001-35-2	SW-846-1311/SW-846-8081A
#	<b>Table III Compounds<sup>(1)</sup></b>	<b>CAS</b>	<b>Analytical Method</b>
<b>Section G. Other Testing</b>			
42	Total PCBs	NA	SW-846-8082A

**EXHIBIT B**  
**SCOPE OF SERVICES – Continued**

43	Total Releasable Sulfide	NA	SW-846-Ch7.3.4.2
44	Total Releasable Cyanide	NA	SW-846-Ch7.3.3.2
45	pH	NA	SW-846-9040/9045C
46	% solids	NA	ASTM D2216
47	Flashpoint	NA	SW-846-1010
48	Ignitability	NA	ASTM D93
49	Free Liquids (Paint Filter)	NA	SW-846-9095A
50	TPH (C9-C40)	NA	8100 (mod)

Footnotes to TABLE III:

1. This list of compounds and test methods are subject to change if new or amended standards are promulgated and become effective by the biosolids disposal facility. Should this occur, credits for analysis that are deleted, and additional costs for analyses that are added will be negotiated between the contractor and the WRBP.

**EXHIBIT C  
COST AND TERMS OF PAYMENT**

<b>PART A – SCHEDULED SERVICES</b>	<b>FY26</b>	<b>FY27</b>	<b>FY28</b>
<b>Item 1.</b> Biosolids Annual Pollutant Scan: Annual Cost	\$ <u>1192.10</u>	\$ <u>1192.10</u>	\$ <u>1192.10</u>
<b>Item 2.</b> Biosolids Quarterly Pollutant Scan: Annual Cost <sup>(1)</sup>	\$ <u>867.30</u>	\$ <u>867.30</u>	\$ <u>867.30</u>
<b>Item 3.</b> Biosolids Annual TCLP Testing: Annual Cost	\$ <u>1300.60</u>	\$ <u>1300.60</u>	\$ <u>1300.60</u>
<b>TOTAL ANNUAL COST (Item 1 + Item 2 + Item 3)</b>	\$ <u>3360.00</u>	\$ <u>3360.00</u>	\$ <u>3360.00</u>

<b>PART B – AS-NEEDED SERVICES</b>	<b>FY26</b>	<b>FY27</b>	<b>FY28</b>
<b>Item 4.</b> Additional Biosolids or Digester Cleaning Scan <sup>(2)</sup> (Assume two additional Quarterly scan events per year)	\$ <u>578.20</u>	\$ <u>578.20</u>	\$ <u>578.20</u>

<b>CONTRACT PRICE LIMITATION CALCULATIONS</b>	<b>FY26</b>	<b>FY27</b>	<b>FY28</b>
Total/FY Cost for Scheduled and As-Needed Services (Item 1 + Item 2 + Item 3 + Item 4) <sup>(3)</sup>	\$ <u>3938.20</u>	\$ <u>3938.20</u>	\$ <u>3938.20</u>
<b>Total price limitation (Sum of TOTALS/FY for FY26 + FY27 + FY28)</b>	\$ <u>11,814.60</u>		

Notes

- <sup>(1)</sup> The cost per event will be determined by dividing the annual cost by the number of times each year the analysis will be performed.
- <sup>(2)</sup> As-Needed Services include an amount to perform two additional Biosolids Pollutant Scans per year over the three-year contract period. Cost per event determined by annual cost/2.
- <sup>(3)</sup> The contract price limitation is based upon the sum of the annual scheduled and as-needed services.
- <sup>(4)</sup> State fiscal years are defined as follows: FY26 is from July 1, 2025 to June 30, 2026; FY 27 is from July 1, 2026 to June 30, 2027; and FY28 is from July 1, 2027 to June 30, 2028.
- <sup>(5)</sup> The contracted laboratory to be paid within thirty (30) days of submission of invoice after satisfactory completion of work. Approval of this work does not authorize any expenditure over the price limitations.

Eurofins Environment Testing Northeast, LLC.  
Company Name

Initials: RD  
Date: 6-4-25

# State of New Hampshire

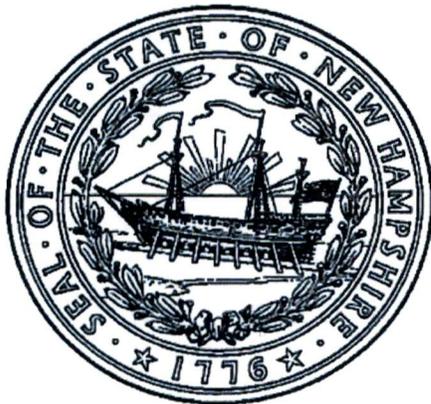
## Department of State

### 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: **0007150340**



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. 2025.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan  
Secretary of State

Corporate Resolution

I, Alex Montoya, hereby certify that I am duly elected Clerk/Secretary/Officer of Eurofins Environment Testing Northeast, LLC. I hereby certify the following is a true of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on April 15<sup>th</sup>, 2025, at which a quorum of the directors/shareholders were present and voting.

Voted: That Robert Dempsey - SVP Eurofins Environment Testing (may list more than one person) is duly authorized to enter into contracts or agreements on behalf of Eurofins Environment Testing Northeast, LLC

(Name and Title of person being attested to)  
authorized to enter into contracts or agreements on behalf of Eurofins Environment Testing Northeast, LLC with the State of New Hampshire and any of its agencies and departments and further is authorized to execute any documents which may in his/her judgement to be desirable or necessary to affect 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 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 Corporate Resolution. I further certify that it is understood the State of New Hampshire will rely on this certificate as evidence the person(s) listed above currently occupy the positions(s) indicated and that they have full authority to bind the corporation. To the extent that there are 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: 6-11-2025

ATTEST: [Signature]  
(Signature of person attesting)

Senior Vice President  
(Title of person attesting)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/02/2025

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>FAX (A/C, No):</b> 1-888-467-2378 <b>E-MAIL ADDRESS:</b> certificates@willis.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
<b>INSURED</b> Eurofins Environment Testing Northeast, LLC 646 Camp Ave North Kingstown, RI 02852	<b>INSURER A:</b> ACE American Insurance Company	22667
	<b>INSURER B:</b> Travelers Property Casualty Company of Ame	25674
	<b>INSURER C:</b> ACE Property & Casualty Insurance Company	20699
	<b>INSURER D:</b> Great Northern Insurance Company	20303
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** W37339064      **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	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		G46676725	01/01/2025	01/01/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/>	Y		HC2JCAP-162D3822-TIL-25	01/01/2025	01/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$	Y		G46676762	01/01/2025	01/01/2026	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	<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    No    N/A			UB-2R857672-25-I2-K	01/01/2025	01/01/2026	<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
D	<b>Integrated Liability &amp; Indemnity</b> Errors or Omission			9951-0639	01/01/2025	01/01/2026	Limit of Liability \$5,000,000 Limit of Liability \$5,000,000

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

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

**CERTIFICATE HOLDER**      **CANCELLATION**

The State of New Hampshire Department of Environmental Services Winipisaukee River Basin Program Franklin WWTP 528 River Street Franklin, NH 3235	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <i>Patricia A. Fry</i>
---	---

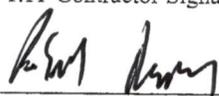
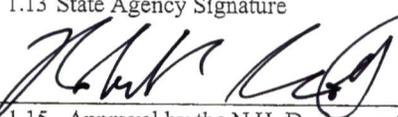
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**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 <i>Eurofins Environment Testing Northeast, LLC</i>		1.4 Contractor Address <i>646 Camp Avenue, North Kingstown RI 02852</i>	
1.5 Contractor Phone Number <i>(800)287-0525</i>	1.6 Account Unit and Class <i>03-44-44-442 010-1300-020-500239</i>	1.7 Completion Date <i>6/30/2028</i>	1.8 Price Limitation <i>\$21,532.50</i>
1.9 Contracting Officer for State Agency <i>Sharon McMillin</i>		1.10 State Agency Telephone Number <i>(603) 934-9930</i>	
1.11 Contractor Signature  Date: <i>6-11-25</i>		1.12 Name and Title of Contractor Signatory <i>Robert Dempsey, Senior Vice President</i>	
1.13 State Agency Signature  Date: <i>8/19/25</i>		1.14 Name and Title of State Agency Signatory <i>ROBERT R. SCOTT, Commissioner, NHDES</i>	
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: <i>Keely Lovato</i> Keely Lovato		On: <i>8/25/2025</i>	
1.17 Approval by the Governor and Executive Council (if applicable)			
G&C Item number:		G&C Meeting Date:	

Contractor Initials *RD*  
 Date *6-11-25*

**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.

**EXHIBIT A  
SPECIAL PROVISIONS**

None.

Initials RA  
Date 6-11-25

## EXHIBIT B SCOPE OF SERVICES

### Item 1. Whole Effluent Toxicity (WET) Testing - Quarterly:

A definitive 48-hour acute test using two test species: (1) Daphnid (*Ceriodaphnia dubia*) and (2) Fathead Minnow (*Pimephales promelas*). Toxicity testing will be performed during the months of January, April, July and October. The tests will follow the specifications in **Attachment A** to NPDES Permit No. NH0100960 or latest method revision. The (WET) testing results are to be submitted to the WRBP by the 30<sup>th</sup> day after the test is begun.

### Item 2. Chemical Analysis:

A chemical analysis of the effluent and diluent shall be performed for the parameters listed in (Section V of **Attachment A** to the NPDES Permit) in conjunction with the WET testing or latest method revision. The results of the chemical analysis are to be submitted to the WRBP by the 30<sup>th</sup> day after the test is begun. The results of the Total Suspended Solids (TSS) and Ammonia tests are to be submitted by e-mail, if required, in advance of the full report in order to reach the WRBP no later than the 7<sup>th</sup> day of the month following the month of the test.

### Item 3. Repeat (WET) Testing and Chemical Analysis:

If the diluent proves to be toxic to either one of the test species, the State may request that a repeat test be conducted within fourteen (14) days of the first test. The test will follow the specifications in **Attachment A** to NPDES Permit. The results are to be included with the original report and submitted to the WRBP by the 30<sup>th</sup> day after the repeat test is begun. A repeat required due to QA/QC failure or lab error shall be performed at no cost to the State.

### PROFICIENCY TESTING

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

### TOXICITY TEST REPORTING

A report of the testing results shall include the following:

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

Such testing and reporting shall be included in the cost of services.

### ADDITIONAL LABORATORY RESPONSIBILITIES

The successful vendor shall provide the following:

1. All sampling containers.
2. Coolers for shipping.
3. Chain-of-custody documentation.

4. Prepaid shipping to and from the WRBP with shipping instructions.\*

\*Courier service is preferred. The normal operating hours of the WRBP are Monday through Friday, 7:00 AM to 3:00 PM, excluding holidays.

It shall be the responsibility of the laboratory to be in conformance with all state and federal laboratory requirements and standards that are in existence when the contract was awarded or that may come into existence during the life of the contract.

Information contained in the State's Request for Proposals dated December 16, 2024 and any addenda thereto are hereby included in Exhibit B by reference.

Initials RD  
Date 6-11-25

## ATTACHMENT A

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

### I. GENERAL REQUIREMENTS

The permittee and their contract lab shall conduct acceptable acute toxicity tests in accordance with the appropriate test protocols described below:

**Daphnid (*Ceriodaphnia dubia*) definitive 48-hour test.**

**Fathead Minnow (*Pimephales promelas*) definitive 48-hour test.**

Acute toxicity test data shall be reported as outlined in Section VIII of NPDES Permit No. NH0100960.

### II. METHODS

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

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

The permittee shall also meet the sampling, analysis and reporting requirements included in this protocol. This protocol defines more specific requirements while still being consistent with the Part 136 methods. If, due to modifications of Part 136 or the permit, there are conflicting requirements between the Part 136 method and this protocol, the permittee and their contract lab shall comply with the requirements of the Part 136 method.

### III. SAMPLE COLLECTION (CONDUCTED BY THE WRBP)

A discharge sample shall be collected. Aliquots shall be split from the sample, containerized and preserved (as per 40 CFR Part 136) for chemical and physical analyses required. The remaining sample shall be measured for total residual chlorine and dechlorinated (if detected) in the contracted laboratory using sodium thiosulfate for subsequent toxicity testing. (Note that EPA approved test methods require that samples collected for metals analyses be preserved immediately after collection.) Grab samples must be used for pH, temperature, and total residual chlorine (as per 40 CFR Part 122.21).

“Standard Methods for the Examination of Water and Wastewater” describes dechlorination of samples (APHA, 1992). Dechlorination can be achieved using a ratio of 6.7 mg/L anhydrous sodium thiosulfate to reduce 1.0 mg/L chlorine. If dechlorination is necessary, a thiosulfate control (maximum amount of thiosulfate in lab control or receiving water) must also be run in the WET test.

All samples held overnight shall be refrigerated at 1- 6 degrees C.

#### IV. DILUTION WATER (COLLECTED BY THE WRPB)

A grab sample of dilution water used for acute toxicity testing shall be collected from the receiving water at a point immediately upstream of the permitted discharge's zone of influence at a reasonably accessible location. Avoid collection near areas of obvious road or agricultural runoff, storm sewers or other point source discharges and areas where stagnant conditions exist.

In the case where an alternate dilution water has been agreed upon an additional receiving water control (0% effluent) must also be tested.

If the receiving water diluent is found to be, or suspected to be toxic or unreliable, an alternate standard dilution water of known quality with a hardness, pH, conductivity, alkalinity, organic carbon, and total suspended solids similar to that of the receiving water may be substituted **AFTER RECEIVING WRITTEN APPROVAL FROM THE PERMIT ISSUING AGENCY(S)**. Written requests for use of an alternate dilution water should be mailed with supporting documentation to the following address:

Director  
Office of Ecosystem Protection (CAA)  
U.S. Environmental Protection Agency-New England  
5 Post Office Sq., Suite 100 (OEP06-5)  
Boston, MA 02109-3912

and

Manager  
Water Technical Unit (SEW)  
U.S. Environmental Protection Agency  
5 Post Office Sq., Suite 100 (OES04-4)  
Boston, MA 02109-3912

Note: USEPA Region 1 retains the right to modify any part of the alternate dilution water policy stated in this protocol at any time. Any changes to this policy will be documented in the annual DMR posting.

See the EPA Region 1 website at <https://www.epa.gov/aboutepa/epa-region-1-new-england> (click on NPDES, EPA Permit Attachments, Self-Implementing Alternate Dilution Water Guidance) for important details on alternate dilution water substitution requests.

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

**V. CHEMICAL ANALYSIS (PERFORMED BY LABORATORY QUARTERLY IN CONJUNCTION WITH WET TESTING)**

At the beginning of a static acute toxicity test, pH, conductivity, total residual chlorine, oxygen, hardness, alkalinity and temperature must be measured in the highest effluent concentration and the dilution water. Dissolved oxygen, pH and temperature are also measured at 24 and 48 hour intervals in all dilutions. The following chemical analyses shall be performed on the 100 percent effluent sample and the upstream water sample for each sampling event:

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

Notes:

<sup>(1)</sup> Hardness may be determined by:

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

<sup>(2)</sup> Total Residual Chlorine may be performed using any of the following methods provided the required minimum limit (ML) is met.

- APHA Standard Methods for the Examination of Water and Wastewater, 21<sup>st</sup> Edition.
  - Method 4500-CL E Low Level Amperometric Titration.
  - Method 4500-CL G DPD Colorimetric Method.

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

<sup>(4)</sup> Minimum Limit (ML) required before WET testing proceeds.

<sup>(5)</sup> Parameters and monitoring frequencies are subject to change pending NPDES Permit reissuance.

Initials RD  
Date 6-11-25

## VI. TOXICITY TEST DATA ANALYSIS

### LC50 Median Lethal Concentration (Determined at 48 Hours)

#### Methods of Estimation:

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

See the flow chart in Figure 6 on p. 73 of EPA-821-R-02-012 for appropriate method to use on a given data set.

### No Observed Acute Effect Level (NOAEL)

See the flow chart in Figure 13 on p. 87 of EPA-821-R-02-012.

**EXHIBIT C  
COSTS AND TERMS OF PAYMENT**

SCHEDULED SERVICES (Quarterly)	FY26	FY27	FY28
Item 1. Whole Effluent Toxicity (WET) Testing <sup>(1)</sup> :			
Annual Cost	<u>\$3,600.00</u>	<u>\$3,600.00</u>	<u>\$3,600.00</u>
Item 2. Chemical Analysis <sup>(1)</sup> :			
Annual Cost	<u>\$2,142.00</u>	<u>\$2,142.00</u>	<u>\$2,142.00</u>
UNSCHEDULED SERVICES	FY26	FY27	FY28
Item 3. Repeat (WET) and Chemical Analysis:	<u>\$1,435.50</u>	<u>\$1,435.50</u>	<u>\$1,435.50</u>
(assume one WET and chemical Analysis per fiscal year)			
<b>TOTAL/FY (Item 1 + Item 2 + Item 3)</b>	<u>\$7,177.50</u>	<u>\$7,177.50</u>	<u>\$7,177.50</u>
<b>TOTAL CONTRACT PRICE LIMITATION (FY26 + FY27 + FY28) <sup>(2)</sup></b>	<u>\$21,532.50</u>		

Notes:

- (1) The cost per event for scheduled services will be determined by dividing the annual cost by 4 (the number of quarters in the year).
- (2) The total contract price limitation is based upon the sum of the annual scheduled and unscheduled services. Contract period runs from July 1, 2025 or upon Governor and Council approval whichever is later to June 30, 2028. FY26 is from July 1, 2025 to June 30, 2026, FY27 is July 1, 2026 to June 30, 2027, and FY28 is July 1, 2027 to June 30, 2028.
- (3) The contracted laboratory to be paid within thirty (30) days of submission of invoice and supporting documents after satisfactory completion of work. Approval of work does not authorize any expenditure over the price limitations.

Eurofins Environment Testing Northeast, LLC  
Company Name

  
 Initials RD  
 Date 6-11-25

Corporate Resolution

I, Alex Montoya, hereby certify that I am duly elected Clerk/Secretary/Officer  
of Eurofins Environment Testing Northeast, LLC. I hereby certify the following is a true of a vote taken at a  
(Name of person attesting)  
(Name of Corporation)

meeting of the Board of Directors/shareholders, duly called and held on April 15<sup>th</sup>, 2025,  
at which a quorum of the directors/shareholders were present and voting.

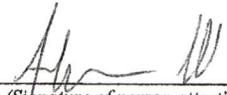
Voted: That Robert Dempsey - SVP Eurofins Environment Testing,  
(Name and Title of person being attested to) (may list more than one person) is duly

authorized to enter into contracts or agreements on behalf of Eurofins Environment Testing Northeast,  
(Name of Corporation) LLC.

with the State of New Hampshire and any of its agencies and departments and further is  
authorized to execute any documents which may in his/her judgement to be desirable or  
necessary to affect 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 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 Corporate Resolution. I further certify  
that it is understood the State of New Hampshire will rely on this certificate as evidence the  
person(s) listed above currently occupy the positions(s) indicated and that they have full  
authority to bind the corporation. To the extent that there are 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: 6-11-2025

ATTEST:   
(Signature of person attesting)

Senior Vice President  
(Title of person attesting)



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/02/2025

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>FAX (A/C, No):</b> 1-888-467-2378 <b>E-MAIL ADDRESS:</b> certificates@willis.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
<b>INSURED</b> Eurofins Environment Testing Northeast, LLC 646 Camp Ave North Kingstown, RI 02852	<b>INSURER A:</b> ACE American Insurance Company	22667
	<b>INSURER B:</b> Travelers Property Casualty Company of Ame	25674
	<b>INSURER C:</b> ACE Property & Casualty Insurance Company	20699
	<b>INSURER D:</b> Great Northern Insurance Company	20303
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** W37339064      **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	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		Y	G46676725	01/01/2025	01/01/2026	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 10,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		Y	HC2JCAP-162D3822-TIL-25	01/01/2025	01/01/2026	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$		Y	G46676762	01/01/2025	01/01/2026	EACH OCCURRENCE	\$ 1,000,000
							AGGREGATE	\$ 1,000,000
								\$
B	<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 No	N/A	UB-2R857672-25-I2-K	01/01/2025	01/01/2026	<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
D	<b>Integrated Liability &amp; Indemnity</b> Errors or Omission			9951-0639	01/01/2025	01/01/2026	Limit of Liability	\$5,000,000
							Limit of Liability	\$5,000,000

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

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

<b>CERTIFICATE HOLDER</b>  The State of New Hampshire Department of Environmental Services Winipisaukee River Basin Program Franklin WWTP 528 River Street Franklin, NH 3235	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <i>Patricia A. Fry</i>
--	--

# 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: **0007150340**



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. 2025.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan  
Secretary of State