



New Hampshire Fish and Game Department

HEADQUARTERS: 11 Hazen Drive, Concord, NH 03301-6500
(603) 271-3421
FAX (603) 271-1438

www.WildNH.com
e-mail: info@wildlife.nh.gov
TDD Access: Relay NH 1-800-735-2964

November 2, 2023

55

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

Requested Action

Authorize the New Hampshire Fish and Game Department to enter into a **Sole Source** amendment to an existing contract (Contract # 6003619) with Eastern Analytical, Inc. (VC #160428), Concord, NH, to perform the required NPDES permit wastewater monitoring chemical analysis of water samples at all six fish hatchery facilities, by increasing the price limitation by \$41,000 from \$24,000 to \$65,000 effective upon Governor and Council approval through June 30, 2024. The original contract was approved by Governor and Council on May 17, 2023, item #59. 75% Federal Funds and 25% Fish and Game Funds.

Funding is available in account Inland Fisheries Management-Hatcheries as follows:

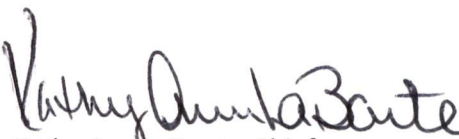
	<u>FY2024</u>
03-075-075-752020-21320000-103-502664 Contracts for Operational Services	\$41,000.00

Explanation

The Federal Clean Water Act prohibits the discharge of pollutants to waters of the United States without a National Pollution Discharge Elimination System (NPDES) permit. The NPDES permit is the mechanism used to implement technology and water-quality based effluent limitations and other requirements including monitoring and reporting. The most recent NPDES permit renewals (Oct 2021) requires additional testing to monitor hatchery effluent and to insure NH state fish hatcheries are EPA compliant. The additional costs related to this wastewater analysis is the result of both increased testing and hefty increases in per test costs. Current funding to cover these water quality-testing parameters is exhausted. The current contract with Eastern Analytical, Inc. (EAI) is an annual endeavor and some of the per test costs increased again this past year. This amendment is to enable NH Fish and Game to continue to conduct the EPA mandated water quality testing required for our NPDES permits at all six of our state hatcheries with EAI. Again, there are no changes to the testing variables or parameters. The wastewater analysis methods and actions will remain the same as the original contract.

Respectfully submitted,


Scott R. Mason
Executive Director


Kathy Ann LaBonte, Chief
Business Division

AMENDMENT

This Agreement (hereinafter called the "Amendment") dated 2nd day of November 2023, by and between the State of New Hampshire acting by and through its New Hampshire Fish and Game Department (hereinafter referred to as the "State"), and Eastern Analytical, Inc. (VC #160428), (hereinafter called the "Contractor").

WHEREAS, pursuant to an agreement (hereinafter called the "Contract") dated, April 4, 2023, approved by the Governor and Council on May 17, 2023, Item #59, the Contractor agreed to perform certain services upon the terms and conditions specified in the Contract and in consideration of payment by the State of certain sums specified therein; and

WHEREAS, pursuant to the provisions of paragraph 18 of the Contract, the Contract may be amended, waived or discharged only by written instrument executed by the parties thereto; and

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

1.) Amendment and Modification of Contract:

The Contract is hereby amended as follows:

(A) The completion date shall be extended from _____ to _____.
(date) (date)

(B) Amend Exhibit B of the agreement to add the following:
Not applicable

(C) Amend Exhibit C of the agreement to increase the amount by \$41,000 to continue EPA required NPDES water quality testing schedule at all six of our hatcheries: "In no event shall payment to EAI be greater than \$65,000."

(D) Amend Paragraph 1.8 of the Agreement to read "\$65,000" instead of "\$24,000."

Michael P. Short
11/7/2023

2.) Effective Date of Amendment

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

3.) Continuance of Agreement

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

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

THE STATE OF NEW HAMPSHIRE

Fish and Game Department of New Hampshire

BY: Scott R. Mason
Scott R. Mason, Executive Director

DATE: 10/02/2023

Name of Contractor and Authorized Signor

Eastern Analytical, Inc.
(Name of Contractor)

BY: Mark P. Smith
TITLE: President

DATE: 11/2/23

Acknowledgment: State of New Hampshire, County of Merrimack

On November 2, 2023, before the undersigned officer, personally appeared the person identified to be the person whose name appears above in signing on behalf of the contractor and acknowledged that s/he executed this document in the capacity indicated below.

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

[Signature]
Signature of Notary Public or
Justice of the Peace

Alison Blay
Name/Title of Notary Public or
Justice of the Peace

APPROVED BY THE ATTORNEY GENERAL (Form, Substance and Execution)

BY: [Signature]
Attorney General's Office

DATE: 11/7/2023

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



State of New Hampshire

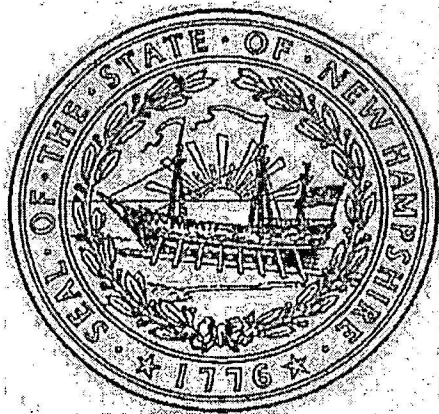
Department of State

CERTIFICATE

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

Business ID: 20942

Certificate Number: 0006204880



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 13th day of April A.D. 2023.

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

David M. Scanlan
Secretary of State



Eastern Analytical, Inc.

professional laboratory and drilling services

CERTIFICATE OF VOTE

I, Lorraine F. Olashaw Secretary of Eastern Analytical, Inc. do hereby certify that:

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

2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of Eastern Analytical, Inc. duly held on October 24, 2023.


RESOLVED that this organization enters into a contract with the State of New Hampshire, acting through its Fish and Game Department.

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

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of October 24, 2023.

4. Michael P. Swett (name) is the duly appointed President of the Organization.

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of Eastern Analytical, Inc. (name of company), this 24th day of October 2023.


Lorraine F. Olashaw, Secretary

State of NH, County of Merrimack.

On this the 24th day of October 2023, before me Alison Blay the undersigned officer, personally appeared Lorraine F. Olashaw, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

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





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/4/2023

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

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

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

COVERAGES **CERTIFICATE NUMBER: 23/24** **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.

TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			EPP0680664	4/4/2023	4/4/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			EPP0680664	4/4/2023	4/4/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ 0			EPP0680664	4/4/2023	4/4/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	3A States: NH, VT, MA EWC0680666	4/4/2023	4/4/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
Pollution/Professional Liab			ENP000954801/DED: \$5,000	2/01/2023	2/01/2024	Each Occurrence/AGG(claims made) \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 : Perform wastewater monitoring. State of NH Fish & Game is an additional insured w/respects to general liability when required by written contract.

CERTIFICATE HOLDER State of New Hampshire Fish and Game Department 11 Hazen Drive Concord, NH 03301-6500	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Jennifer Letendre/JLP <i>Jenny Letendre</i>



New Hampshire Fish and Game Department

HEADQUARTERS: 11 Hazen Drive, Concord, NH 03301-6500
(603) 271-3421
FAX (603) 271-1438

Governor & Council Approved
Date: 5/17/23
Item #: 59

www.WildNH.com
e-mail: info@wildlife.nh.gov
TDD Access: Relay NH 1-800-735-2964

April 4, 2023

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

Requested Action

Authorize the New Hampshire Fish and Game Department to enter into a contract with Eastern Analytical, Inc. (Vendor Code #160428), Concord, NH, in the amount of \$24,000 to perform wastewater monitoring chemical analysis of water samples from our six fish hatchery facilities effective upon Governor and Council approval through June 30, 2024. 75% Federal Funds and 25% Fish and Game Funds.

Funding is available in account Inland Fisheries Management-Hatcheries as follows:

03-075-075-752020-21320000-103-502664 Contracts for Operational Services	<u>FY2024</u> \$24,000
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Explanation

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

Respectfully submitted,

Scott R. Mason
Executive Director

Kathy Ann LaBonte, Chief
Business Division

Bid Page

A request for bids was posted through the State of New Hampshire's online open contract bid process and was posted through March 24, 2023. One bid was received and the bid was opened on March 24, 2023 upon closure of the bid period (2pm).

*Eastern Analytical
51 Antrim Avenue
Concord, NH 03301
800-287-0525*

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

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

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


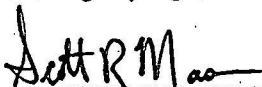

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Fish & Game Dept.		1.2 State Agency Address 11 Hazen Drive, Concord, NH 03301	
1.3 Contractor Name Eastern Analytical, Inc.		1.4 Contractor Address 51 Antrim Avenue, Concord, NH 03301	
1.5 Contractor Phone Number 800-287-0525	1.6 Account Unit and Class 21320000 103 502664	1.7 Completion Date June 30, 2024	1.8 Price Limitation \$24,000.00
1.9 Contracting Officer for State Agency Scott R. Mason, Executive Director		1.10 State Agency Telephone Number (603) 271-3511	
1.11 Contractor Signature  Date: 4/12/2023		1.12 Name and Title of Contractor Signatory Michael Swett, President/CEO	
1.13 State Agency Signature  Date: 4/27/23		1.14 Name and Title of State Agency Signatory Scott R. Mason, Executive Director NH Fish & Game Dept	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 4/30/2023			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

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

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance

hereof, and shall be the only and the complete compensation to the Contractor for the Services.

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

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

6.4. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

8. EVENT OF DEFAULT/REMEDIES.

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

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

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

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

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

9. TERMINATION.

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

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

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

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

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

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

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. **INDEMNIFICATION.** The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

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

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

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

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

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

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

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

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied 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.

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

Exhibit B

Scope of Services

The scope of services is agreed to be as follows between Eastern Analytical, Inc. (EAI) and the State of New Hampshire Fish and Game Department (NHF&G). As part of the Federal EPA National Pollutant Discharge Elimination System (NPDES) permitting, NHF&G is required to conduct water quality testing at their state fish hatcheries. EAI has agreed to perform water quality analyses and report the results of such analyses for all water samples NHF&G provides to EAI pursuant to this Agreement. Specifically, EAI and NHF&G agree as follows:

- EAI agrees to perform water quality analysis of samples provided by NHF&G for the following fish hatcheries:
 - Berlin Hatchery, Berlin, NH
 - Twin Mountain Hatchery, Carroll, NH
 - Warren Hatchery, Warren, NH
 - New Hampton Hatchery, New Hampton, NH
 - Powder Mill Hatchery, New Durham, NH
 - Milford Hatchery, Milford, NH

- EAI will provide NHF&G, through a courier, at a specified hatchery and specified time, the following:
 - Sample kit;
 - properly preserved containers;
 - cooler; and

- EAI and NHF&G shall agree on the courier schedule in advance of the water testing event. Any deviations in the schedule by NHF&G shall require a call to EAI 24-hours in advance to ensure materials required can be received.

- EAI shall ensure proper Chain of Custody with respect to all samples.

- For all hatcheries with the exception of the Powder Mill Hatchery, EAI shall report analytical results within 10 days of sample pickup. With respect to the Powder Mill Hatchery, EAI shall report analytical results within 7 days of sample pickup.

- "Electronic data deliverables (EDD) in Eastern Analytical formats are included in the [quote] and available upon request".

- EAI will test the variables utilizing the methods described in the NPDES permits, which NHF&G will supply.
- EAI shall perform the following analyses with respect to each sample, unless otherwise noted herein:

- 1) Total suspended solids (TSS) in mg/L using SM2540D-11 reporting limit 2.0 mg/L @ \$20.00ea.
- 2) Five day biochemical oxygen demand (BOD₅) in mg/L using SM5210B reporting limit 3 mg/L @ \$ 45.00ea.
- 3) Total Phosphorus as phosphorus (TP as P) in mg/L using EPA 365.1 reporting limit 0.01 mg/L @ \$50.00ea.
- 4) Ortho Phosphate as phosphorus (Ortho Phosphate-P) in mg/L using EPA 365.1 reporting limit 0.01 mg/L @ \$30.00ea.
- 5) Total Ammonia as N using SM 4500NH₃D or sufficiently sensitive approved methods listed in 40 CFR Part 136 @ \$25.00 ea.
- 6) Total nitrogen as N using SM4500 NH₃D (total Nitrogen in mg/l is determined by Total kjeldahl nitrogen + total nitrite nitrogen + total nitrate nitrogen) reporting limit 0.5 mg/L @ \$70.00ea.
- 7) Chlorophyll-*a* in mg/l [SM10200H] June through September @ \$70.00ea.
- 8) Formaldehyde (µg/L) using method 1667 Revision-A, or method 8315 Revision-A which have a minimum quantification level (ml) of 50 micrograms per liter (µg/L) @ \$250.00ea.

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

- 9) Total suspended solids (TSS) in mg/L using SM2540D-11 reporting limit 2.0 mg/L @ \$20.00ea.
- 10) Chemical oxygen demand (COD) in mg/L using Hach 8000 @ \$25.00ea.
- 11) Total Alkalinity using SM2320B-11 (mg/L CaCO₃) @ \$30.00ea.
- 12) Turbidity using SM2130B-11 (NTU) @ \$20.00ea.

Berlin Hatchery based on active NPDES permit from 2013

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

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

New Hampton State Fish Hatchery

Month	Quarter	Frequency (A,B reference 1st and 2nd samples)	Outfall 001	Outfall 002	Outfall 004	Dickerman Brook Upstream	Dickerman Pond	Dickerman Brook Downstream
Jan	Q1	2X per Quarter (2nd week) A	Total Ammonia-N (NH ₃)	Total Ammonia-N (NH ₃)	Total Ammonia-N (NH ₃)			
Feb	Q1	NONE						
Mar	Q1	1X Quarterly (2nd week)	BOD, TSS, TN, TKN, NO ₂ NO ₃ , Tphos	BOD, TSS, TN, TKN, NO ₂ NO ₃ , Tphos	BOD, TSS, TN, TKN, NO ₂ NO ₃ , Tphos			
Mar	Q1	2X per Quarter (2nd Week) B	Total Ammonia-N (NH ₃)	Total Ammonia-N (NH ₃)	Total Ammonia-N (NH ₃)			
Apr	Q2	2X per Quarter (2nd week) A	Total Ammonia-N (NH ₃)	Total Ammonia-N (NH ₃)	Total Ammonia-N (NH ₃)			
May	Q2	NONE						
Jun	Q2	2X Month (2nd and 4th week of month)	TSS, TN, TKN, NO ₂ NO ₃ , Tphos, BOD	TSS, TN, TKN, NO ₂ NO ₃ , Tphos, BOD	TSS, TN, TKN, NO ₂ NO ₃ , Tphos, BOD	Tphos, TN, TKN, NO ₂ NO ₃ , Chlorophyll A	Tphos, TN, TKN, NO ₂ NO ₃ , Chlorophyll A	Tphos, TN, TKN, NO ₂ NO ₃ , Chlorophyll A
Jun	Q2	2X per Quarter (2nd Week) B	Total Ammonia-N (NH ₃)	Total Ammonia-N (NH ₃)	Total Ammonia-N (NH ₃)			
Jul	Q3	2X Month (1st and 3rd week of month)	TSS, TN, TKN, NO ₂ NO ₃ , Tphos	TSS, TN, TKN, NO ₂ NO ₃ , Tphos	TSS, TN, TKN, NO ₂ NO ₃ , Tphos	Tphos, TN, TKN, NO ₂ NO ₃ , Chlorophyll A	Tphos, TN, TKN, NO ₂ NO ₃ , Chlorophyll A	Tphos, TN, TKN, NO ₂ NO ₃ , Chlorophyll A
Jul	Q3	2X per Quarter (2nd week) A	Total Ammonia-N (NH ₃)	Total Ammonia-N (NH ₃)	Total Ammonia-N (NH ₃)			
Aug	Q3	2X Month (1st and 3rd week of month)	TSS, TN, TKN, NO ₂ NO ₃ , Tphos	TSS, TN, TKN, NO ₂ NO ₃ , Tphos	TSS, TN, TKN, NO ₂ NO ₃ , Tphos	Tphos, TN, TKN, NO ₂ NO ₃ , Chlorophyll A	Tphos, TN, TKN, NO ₂ NO ₃ , Chlorophyll A	Tphos, TN, TKN, NO ₂ NO ₃ , Chlorophyll A
Sep	Q3	2X Month (1st and 3rd week of month)	TSS, TN, TKN, NO ₂ NO ₃ , Tphos, BOD	TSS, TN, TKN, NO ₂ NO ₃ , Tphos, BOD	TSS, TN, TKN, NO ₂ NO ₃ , Tphos, BOD	Tphos, TN, TKN, NO ₂ NO ₃ , Chlorophyll A	Tphos, TN, TKN, NO ₂ NO ₃ , Chlorophyll A	Tphos, TN, TKN, NO ₂ NO ₃ , Chlorophyll A
Sep	Q3	2X per Quarter (2nd Week) B	Total Ammonia-N (NH ₃)	Total Ammonia-N (NH ₃)	Total Ammonia-N (NH ₃)			
Oct	Q4	2X per Quarter (2nd week) A	Total Ammonia-N (NH ₃)	Total Ammonia-N (NH ₃)	Total Ammonia-N (NH ₃)			
Nov	Q4	NONE						
Dec	Q4	1X Quarterly (2nd week)	BOD, TSS, TN, TKN, NO ₂ NO ₃ , Tphos	BOD, TSS, TN, TKN, NO ₂ NO ₃ , Tphos	BOD, TSS, TN, TKN, NO ₂ NO ₃ , Tphos			
Dec	Q4	2X per Quarter (2nd Week) B	Total Ammonia-N (NH ₃)	Total Ammonia-N (NH ₃)	Total Ammonia-N (NH ₃)			

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

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

Powder Mill State Fish Hatchery Schedule for Water Sample Testing (collections taken on Wednesdays)

YEAR 2022

<u>Month</u>	<u>Frequency</u>	<u>Outfall 001</u>	<u>Influent A</u>	<u>Show Pond 2</u>	<u>Woods Pond Eff</u>	<u>Circular Tank Inf</u>	<u>Outfall 002 Eff</u>
Jun 2022	Monthly (also taken in Week 1)	Total Ammonia-N (NH ₃)					Total Ammonia-N (NH ₃)
	Week 1	Composite- TSS, BOD, Tphos, TN, TKN, NO ₂ NO ₃	Grab- Tphos				Composite- TSS, BOD, Tphos, TN, TKN, NO ₂ NO ₃
	Week 2	Composite- TSS, BOD, Tphos, TN, TKN, NO ₂ NO ₃	Grab-TPhos, Ophos	Grab-TPhos, Ophos	Grab-TPhos, Ophos	Grab-TPhos, Ophos	Composite- TSS, BOD, Tphos, TN, TKN, NO ₂ NO ₃ + Grab Tphos, Ophos
	Week 3	Composite- TSS, BOD, Tphos, TN, TKN, NO ₂ NO ₃	Grab- Tphos				Composite- TSS, BOD, Tphos, TN, TKN, NO ₂ NO ₃
	Week 4	Composite- TSS, BOD, Tphos, TN, TKN, NO ₂ NO ₃	Grab-TPhos, Ophos	Grab-TPhos, Ophos	Grab-TPhos, Ophos	Grab-TPhos, Ophos	Composite- TSS, BOD, Tphos, TN, TKN, NO ₂ NO ₃ + Grab Tphos, Ophos
	Week 5	Composite- TSS, BOD, Tphos, TN, TKN, NO ₂ NO ₃	Grab- Tphos				Composite- TSS, BOD, Tphos, TN, TKN, NO ₂ NO ₃
	<u>Frequency</u>	<u>Outfall 001</u>	<u>Influent A</u>	<u>Show Pond 2</u>	<u>Woods Pond Eff</u>	<u>Circular Tank Inf</u>	<u>Outfall 002 Eff</u>
Jul 2022	Monthly (also taken in Week 1)	Total Ammonia-N (NH ₃)					Total Ammonia-N (NH ₃)
	Week 1	Composite- TSS, BOD, Tphos, TN, TKN, NO ₂ NO ₃	Grab-TPhos, Ophos	Grab-TPhos, Ophos	Grab-TPhos, Ophos	Grab-TPhos, Ophos	Composite- TSS, BOD, Tphos, TN, TKN, NO ₂ NO ₃ + Grab Tphos, Ophos
	Week 2	Composite- TSS, BOD, Tphos, TN, TKN, NO ₂ NO ₃	Grab- Tphos				Composite- TSS, BOD, Tphos, TN, TKN, NO ₂ NO ₃
	Week 3	Composite- TSS, BOD, Tphos, TN, TKN, NO ₂ NO ₃	Grab-TPhos, Ophos	Grab-TPhos, Ophos	Grab-TPhos, Ophos	Grab-TPhos, Ophos	Composite- TSS, BOD, Tphos, TN, TKN, NO ₂ NO ₃ + Grab Tphos, Ophos
	Week 4	Composite- TSS, BOD, Tphos, TN, TKN, NO ₂ NO ₃	Grab- Tphos				Composite- TSS, BOD, Tphos, TN, TKN, NO ₂ NO ₃
Aug 2022	Monthly (also taken in Week 1)	Total Ammonia-N (NH ₃)					Total Ammonia-N (NH ₃)
	Week 1	Composite- TSS, BOD, Tphos, TN, TKN, NO ₂ NO ₃	Grab-TPhos, Ophos	Grab-TPhos, Ophos	Grab-TPhos, Ophos	Grab-TPhos, Ophos	Composite- TSS, BOD, Tphos, TN, TKN, NO ₂ NO ₃ + Grab Tphos, Ophos
	Week 2	Composite- TSS, BOD, Tphos, TN, TKN, NO ₂ NO ₃	Grab- Tphos				Composite- TSS, BOD, Tphos, TN, TKN, NO ₂ NO ₃
	Week 3	Composite- TSS, BOD, Tphos, TN, TKN, NO ₂ NO ₃	Grab-TPhos, Ophos	Grab-TPhos, Ophos	Grab-TPhos, Ophos	Grab-TPhos, Ophos	Composite- TSS, BOD, Tphos, TN, TKN, NO ₂ NO ₃ + Grab Tphos, Ophos
	Week 4	Composite- TSS, BOD, Tphos, TN, TKN, NO ₂ NO ₃	Grab- Tphos				Composite- TSS, BOD, Tphos, TN, TKN, NO ₂ NO ₃
	Week 5	Composite- TSS, BOD, Tphos, TN, TKN, NO ₂ NO ₃	Grab-TPhos, Ophos	Grab-TPhos, Ophos	Grab-TPhos, Ophos	Grab-TPhos, Ophos	Composite- TSS, BOD, Tphos, TN, TKN, NO ₂ NO ₃ + Grab Tphos, Ophos

Sept 2022	Monthly (also taken in Week 1)	Total Ammonia-N (NH ₃)					Total Ammonia-N (NH ₃)
	Week 1	Composite- TSS, BOD, Tphos, TN, TKN, NO ₂ NO ₃	Grab- Tphos				Composite- TSS, BOD, Tphos, TN, TKN, NO ₂ NO ₃
	Week 2	Composite- TSS, BOD, Tphos, TN, TKN, NO ₂ NO ₃	Grab-TPhos, Ophos	Grab-TPhos, Ophos	Grab-TPhos, Ophos	Grab-TPhos, Ophos	Composite- TSS, BOD, Tphos, TN, TKN, NO ₂ NO ₃ + Grab Tphos, Ophos
	Week 3	Composite- TSS, BOD, Tphos, TN, TKN, NO ₂ NO ₃	Grab- Tphos				Composite- TSS, BOD, Tphos, TN, TKN, NO ₂ NO ₃
	Week 4	Composite- TSS, BOD, Tphos, TN, TKN, NO ₂ NO ₃	Grab-TPhos, Ophos	Grab-TPhos, Ophos	Grab-TPhos, Ophos	Grab-TPhos, Ophos	Composite- TSS, BOD, Tphos, TN, TKN, NO ₂ NO ₃ + Grab Tphos, Ophos
Oct 2022	Monthly (also taken in Week 1)	Total Ammonia-N (NH ₃)					Total Ammonia-N (NH ₃)
	Week 1	Composite- TSS, BOD, Tphos, TN, TKN, NO ₂ NO ₃	Grab- Tphos				Composite- TSS, BOD, Tphos, TN, TKN, NO ₂ NO ₃
	Week 2	Composite- TSS, BOD, Tphos, TN, TKN, NO ₂ NO ₃	Grab-TPhos, Ophos	Grab-TPhos, Ophos	Grab-TPhos, Ophos	Grab-TPhos, Ophos	Composite- TSS, BOD, Tphos, TN, TKN, NO ₂ NO ₃ + Grab Tphos, Ophos
	Week 3	Composite- TSS, BOD, Tphos, TN, TKN, NO ₂ NO ₃	Grab- Tphos				Composite- TSS, BOD, Tphos, TN, TKN, NO ₂ NO ₃
	Week 4	Composite- TSS, BOD, Tphos, TN, TKN, NO ₂ NO ₃	Grab-TPhos, Ophos	Grab-TPhos, Ophos	Grab-TPhos, Ophos	Grab-TPhos, Ophos	Composite- TSS, BOD, Tphos, TN, TKN, NO ₂ NO ₃ + Grab Tphos, Ophos
Nov 2022	Monthly (also taken in Week 1)	Total Ammonia-N (NH ₃)					Total Ammonia-N (NH ₃)
	Week 1	Composite- TSS, BOD, Tphos, TN, TKN, NO ₂ NO ₃	Grab- Tphos				Composite- TSS, BOD, Tphos, TN, TKN, NO ₂ NO ₃
	Week 2	Composite- TSS, BOD, Tphos, TN, TKN, NO ₂ NO ₃	Grab-TPhos, Ophos	Grab-TPhos, Ophos	Grab-TPhos, Ophos	Grab-TPhos, Ophos	Composite- TSS, BOD, Tphos, TN, TKN, NO ₂ NO ₃ + Grab Tphos, Ophos
	Week 3	Composite- TSS, BOD, Tphos, TN, TKN, NO ₂ NO ₃	Grab- Tphos				Composite- TSS, BOD, Tphos, TN, TKN, NO ₂ NO ₃
	Week 4	Composite- TSS, BOD, Tphos, TN, TKN, NO ₂ NO ₃	Grab-TPhos, Ophos	Grab-TPhos, Ophos	Grab-TPhos, Ophos	Grab-TPhos, Ophos	Composite- TSS, BOD, Tphos, TN, TKN, NO ₂ NO ₃ + Grab Tphos, Ophos
	Week 5	Composite- TSS, BOD, Tphos, TN, TKN, NO ₂ NO ₃	Grab- Tphos				Composite- TSS, BOD, Tphos, TN, TKN, NO ₂ NO ₃
Dec 2022	Monthly (also taken in Week 1)	Total Ammonia-N (NH ₃)					Total Ammonia-N (NH ₃)
	Week 1	Composite- TSS, BOD, Tphos, TN, TKN, NO ₂ NO ₃	Grab-TPhos, Ophos	Grab-TPhos, Ophos	Grab-TPhos, Ophos	Grab-TPhos, Ophos	Composite- TSS, BOD, Tphos, TN, TKN, NO ₂ NO ₃ + Grab Tphos, Ophos
	Week 2	Composite- TSS, BOD, Tphos, TN, TKN, NO ₂ NO ₃	Grab- Tphos				Composite- TSS, BOD, Tphos, TN, TKN, NO ₂ NO ₃
	Week 3	Composite- TSS, BOD, Tphos, TN, TKN, NO ₂ NO ₃	Grab-TPhos, Ophos	Grab-TPhos, Ophos	Grab-TPhos, Ophos	Grab-TPhos, Ophos	Composite- TSS, BOD, Tphos, TN, TKN, NO ₂ NO ₃ + Grab Tphos, Ophos
	Week 4	Composite- TSS, BOD, Tphos, TN, TKN, NO ₂ NO ₃	Grab- Tphos				Composite- TSS, BOD, Tphos, TN, TKN, NO ₂ NO ₃
	Week 5	Composite- TSS, BOD, Tphos, TN, TKN, NO ₂ NO ₃	Grab-TPhos, Ophos	Grab-TPhos, Ophos	Grab-TPhos, Ophos	Grab-TPhos, Ophos	Composite- TSS, BOD, Tphos, TN, TKN, NO ₂ NO ₃ + Grab Tphos, Ophos

Note: Schedule may resume under the same format in 2024 as determined by the EPA. If testing does resume, it will continue on the same schedule and will not exceed this contract total of \$24,000.

Exhibit C

Method of Payment

Method of payment shall be as follows. The owner of Eastern Analytical, Inc. vendor code #160428 shall receive payment for services rendered in accordance with the following schedule of costs. Payment will be made thirty (30) days after completion of work or receipt of invoice, whichever is later. In no event shall payment to EAI be greater than \$24,000.

Standard NPDES Tests

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

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

Additional Potential Tests

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

State of New Hampshire

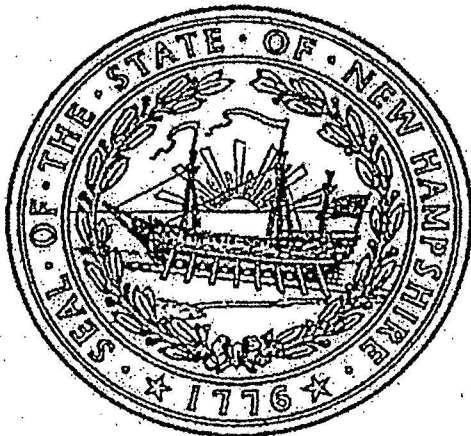
Department of State

CERTIFICATE

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

Business ID: 20942

Certificate Number: 0006204880



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 13th day of April A.D. 2023.

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

David M. Scanlan
Secretary of State



Eastern Analytical, Inc.

professional laboratory and drilling services

CERTIFICATE OF VOTE

I, Lorraine F. Olashaw Secretary of Eastern Analytical, Inc. do hereby certify that:

1. I am the duly elected Secretary of Eastern Analytical, Inc.
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of Eastern Analytical, Inc. duly held on April 12, 2023 (date).

RESOLVED that this organization enters into a contract with the State of New Hampshire, acting through its Fish and Game Department.

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

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of April 12, 2023 (date).

4. Michael P. Swett (name) is the duly appointed President of the Organization.

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of Eastern Analytical, Inc. (name of company), this 12th day of April 2023.


Lorraine F. Olashaw, Secretary

State of NH, County of Merrimack.

On this the 12th day of April 2023, before me Alison Blay, the undersigned officer, personally appeared Lorraine F. Olashaw, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

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





Eastern Analytical, Inc.

Quotation 1020474

Dianne M. Timmins
New Hampshire Fish and Game
11 Hazen Drive
Concord, NH 03301-6500

Quotation Date: 3/20/2023
Project ID: State Fish Hatcheries 2023-2024
Special Project Unit Pricing
EAI Project ID:

Dear Ms. Timmins:

Thank you in advance for the opportunity to provide this quotation.

Qty.	Description	Unit Price	Net Ext Price
1	BOD	\$45.00	\$45.00
1	Solids, Total Suspended	\$20.00	\$20.00
1	Phosphorus, Total	\$50.00	\$50.00
1	Ammonia	\$25.00	\$25.00
1	Total Nitrogen: NO3&NO2, TKN, TN	\$70.00	\$70.00
1	Chlorophyll a	\$70.00	\$70.00
1	Phosphate, Ortho	\$30.00	\$30.00
0	Subcontract - Formaldehyde 8315A	\$250.00	\$0.00
1	COD	\$25.00	\$25.00
1	Alkalinity, Total	\$30.00	\$30.00
1	Turbidity	\$20.00	\$20.00

Included:

- Containers, cooler, delivery, and pickup
- Courier service
- Excel electronic data

Total: **\$385.00**

Please reference Quotation Number and EAI Project ID when requesting bottles or submitting samples. Quoted prices are based on standard 5-10 day turnaround time. Standard Level A reporting is included in this quotation.

Pricing includes a pdf of preliminary results via e-mail by the expected due date with the final EDD in your selected format to follow shortly thereafter. Electronic Data Deliverables in EAI formats are included in this quotation and are available upon request.

This work includes EAI supplying properly preserved containers, cooler, COC, delivery and sample pick up. For your convenience EAI has a courier available for sample kit drop off and sample pick up. Please call 24 hours in advance to schedule your container drop off or sample pick-up.

Sincerely,

Jennifer Laramie

This quotation is valid for 90 days from the date quoted.



Eastern Analytical, Inc.

professional laboratory and drilling services

March 20, 2023

Dianne M. Timmins
New Hampshire Fish and Game
11 Hazen Drive
Concord, NH 03301-6500

Subject: Fish Hatchery Water Chemistry Analysis Bid | 2023-2024

Dear Ms. Timmins,

We appreciate the opportunity to bid on the 2023-2024 water chemistry and analysis contract for the New Hampshire Fish & Game Department's six fish hatcheries. A unit-cost bid is enclosed.

As always, pricing includes EAI providing properly preserved containers, cooler, chain-of-custody (COC) and electronic data deliverables in your choice of formats. As a laboratory certified by the State of New Hampshire, EAI has more than forty (40) years of experience in environmental analytical testing.

We have truly appreciated working with NH Fish & Game over the last few years and look forward to an opportunity to continue our partnership. Please let me know if you have any questions or need additional information.

Warmest Regards,

A handwritten signature in cursive script that reads "Jennifer Laramie".

Jennifer Laramie
Account Manager
Eastern Analytical, Inc.

- 7) Chlorophyll-*a* in mg/l [SM10200H] June through September @
\$ 70 _____ ea.

Please Note 1: Due to the inconsistency and unpredictable nature of the Formaldehyde testing, this particular test will not be used in the calculation to determine the successful bidder. Please include a cost for reference in instances when we would need to perform a formalin sample test.

- 8) Formaldehyde ($\mu\text{g/L}$) using method 1667 Revision-A, or method 8315 Revision-A which have a minimum quantification level (ml) of 50 micrograms per liter ($\mu\text{g/L}$) @
\$ 250 _____ ea.

Note 2: The following are potential variables that may need to be tested at some point during the Hatchery Modernization process.

- 9) Total suspended solids (TSS) in mg/L using SM2540D-11 reporting limit 2.0 mg/L @ \$ 20 _____ ea.

- 10) Chemical oxygen demand (COD) in mg/L using Hach 8000 @
\$ 25 _____ ea.

- 11) Total Alkalinity using SM2320B-11 (mg/L CaCO_3) @
\$ 30 _____ ea.

- 12) Turbidity using SM2130B-11 (NTU) @ \$ 20 _____ ea.

NPDES Permits available upon request. Please note: Five of the six hatchery NPDES permits were recently renewed and Berlin is just beginning the renewal process. Sampling types and frequencies may change during the duration of this contract-some are monthly, most are quarterly, formaldehyde analysis is only "when present" (only when formalin is being used for treatment, weekly).

You are to bid on:

- Expectation is that you will supply properly preserved containers, cooler, Chain of Custody, delivery and sample pick up to and from the six Department fish hatcheries:
 - Berlin Hatchery, Berlin, NH
 - Twin Mountain Hatchery, Carroll, NH
 - Warren Hatchery, Warren, NH
 - New Hampton Hatchery, New Hampton, NH
 - Powder Mill Hatchery, New Durham, NH
 - Milford Hatchery, Milford, NH
- The standard for turn around time between sample pick up, through analysis and reporting of results is 10 days. Powder Mill Hatchery has an expedited timeline of 1 week. A courier will drop off sample kit and pick up provided NHF&G personnel call 24 hours in advance to schedule container drop off or pick up.
- Expectation Electronic data deliverables (EDD)
- Expectation is that you agree to perform analysis of water samples for the following:
 - 1) Total suspended solids (TSS) in mg/L using SM2540D reporting limit 2.0 mg/L @ \$ 20 _____ ea.
 - 2) Five day biochemical oxygen demand (BOD₅) in mg/L using SM5210B reporting limit 3 mg/L @ \$ 45 _____ ea.
 - 3) Total Phosphorus as phosphorus (TP as P) in mg/L using EPA 365.1 reporting limit 0.01 mg/L @ \$ 50 _____ ea.
 - 4) Ortho Phosphate as phosphorus (Ortho Phosphate-P) in mg/L using EPA 365.1 reporting limit 0.01 mg/L @ \$ 30 _____ ea.
 - 5) Total Ammonia as N using SM 4500NH₃D or sufficiently sensitive approved methods listed in 40 CFR Part 136 @ \$ 25 _____ ea.
 - 6) Total nitrogen as N using SM4500 NH₃D (total Nitrogen in mg/l is determined by Total kjeldahl nitrogen + total nitrite nitrogen + total nitrate nitrogen) reporting limit 0.5 mg/L @ \$ 70 _____ ea.

Method of Testing

TSS	using SM2540D-11 reporting limit 2.0 mg/L
Total Nitrogen as N	SM 4500NH ₃ D (NOTE: Total Nitrogen (mg/l)= [Total kjeldahl nitrogen + total nitrite nitrogen + total nitrate nitrogen])
Total Ammonia as N	SM4500NH ₃ D or sufficiently sensitive approved methods listed in 40 CFR Part 13
6 Total Phosphorus (TP as P)	EPA 365.1 (minimum detection level of 10µg/L)
Ortho Phosphate as Ortho Phosphate-P	EPA 365.1 (minimum detection level of 10µg/L)
BOD ₅	SM5210B
Formaldehyde	1667 Rev.-A, or 8315 Rev.-A (minimum level of 50µg/L) Note: Not part of bid calculation.
Potential Additions:	
Chlorophyll- <i>a</i>	SM10200H
Chemical oxygen demand (COD)	mg/L using Hach 8000
Total Alkalinity	SM2320B-11 (mg/L CaCO ₃)
Turbidity	SM2130B-11 (NTU)

Projected Schedule: For July 1, 2023 through June 30, 2024

See attached Excel file with the detailed schedule of testing. Powder Mill Hatchery schedule is subject to change in the future. We reserve the right to modify this schedule as necessary.