The State of New Hampshire DEC05'18 AM10:02 DAS



The State of New Hampshire

**Department of Environmental Services** 

# **Robert R. Scott, Commissioner**

November 26, 2018

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

# **REQUESTED ACTION**

Authorize the Department of Environmental Services (DES) to enter into an agreement with Northeast Aquatic Research, LLC, Mansfield, CT, (VC # 291299-B001) totaling \$23,230, to fund a data analysis project for dissolved oxygen in state surface waters, effective upon Governor and Council approval through December 31, 2019. 100% Lake Restoration Funds.

Funding is available in the account as follows:

03-44-44-442010-1430-073-500579FY 2019Dept. Environmental Services, Lakes Restoration Program, Grants-Nonfederal\$23,230

## **EXPLANATION**

The Department of Environmental Services issued a formal request for proposals for the assessment of a dissolved oxygen dataset derived from waterbodies sampled by state biologists as part of invasive aquatic plant control activities. The purpose of this project is to have an outside contractor who is proven to be well-versed in such analyses, perform the assessment of the dataset and provide a report of their findings.

A total of five proposals were received as a result of the request for proposals. Each was reviewed by a two-person team of state biologists, and Northeast Aquatic Research was selected for the project. The selected vendor has extensive experience in dissolved oxygen assessments, including a portion of their doctoral work, and they are thus well-qualified to conduct this work. See attachment A for a list of proposals and final scores.

The program is 100% fee funded through the Lake Restoration Fund. In the event that fee funds become no longer available, General Funds will not be requested to support this program.

We respectfully request your approval.

Robert R. Scott, Commissioner

www.des.nh.gov 29 Hazen Drive • PO Box 95 • Concord, NH 03302-0095 (603) 271-3503 • Fax: 271-2867 TDD Access: Relay NH 1-800-735-2964 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		1.2 State Agency Address		
NH Department of Environmental Services		29 Hazen Drive		
		Concord, NH 03301		
1.3 Contractor Name	_	1.4 Contractor Address	•	
Northeast Aquatic Research, LLC		74 Higgins Highway		
		Mansfield, CT 06250		
1.6 Contractor Discourse	L.C. Assessed Neuropean			
1.5 Contractor Phone	I.6 Account Number	1.7 Completion Date	1.8 Price Limitation	
Number	02 44 44 14200000 072	December 21, 2010	622 220 00	
860-456-3179	03-44-44-14300000-073	December 31, 2019	\$23,230.00	
1.9 Contracting Officer for State	e Agency	1.10 State Agency Telephone Number		
Amy P. Smagula	e Ageney	603-271-2248		
, my r. onagera				
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory		
Δ		C. II. V.		
Junge Wilm	aklin	George Witho	George W. Knoecklein, member	
1.13 Neknowledgement: State		lindham		
Augustazzais				
On August ad, au 8, before	the undersigned officer, persona	lly appeared the person identified in	n block 1.12, or satisfactorily	
	ame is signed in block 1.11, and a	icknowledged that s/he executed thi	is document in the capacity	
indicated in block 1.12.			-	
1.13.1 Signature o Notary Publ	ic or Justice of the Peace			
· · · · · · · · · · · · · · · · · · ·	a Da N AN	DIANE L. RAYHALL		
(Seal) Ware & faithall		NOTARY PUBLIC		
1.13.2 Name and Title of Notar	y or Justice of the Peace	MY COMMISSION EXPIRES DEC.	91, 2022	
customer Som	ice Representation	e		
1.14 State Agency Signature		1.15 Name and Title of State A	aancy Signatory	
1.14 State Agency Signature	,			
Mar Kill	Date: 11-27-18	Robert Scott,	Commissioner	
1.16 Approval by the N.H. Dep	artment of Administration, Divis	ion of Personnel (if applicable)		
By:	. 4	Director, On:	·	
	•			
1.17 Approval by the Attorney	General (Form, Substance and Ex	(if applicable)		
Pur Ale		0		
By:		On: 11/30/18		
1.18 Approval by the Governor	and Executive Council (if applied	cable)	N C	
By:		On:		
	- • · · · · · · · · · · · · · · · · · ·		•	

2. EMPLOYMENT OF CONTRACTOR/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 A which is incorporated herein by reference ("Services").

#### 3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, 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 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

#### 4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B which is incorporated herein by reference. 5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price. 5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law. 5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all 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 opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws. 6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination. 6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

#### 7. PERSONNEL.

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

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Page 2 of 4

Contractor Initials \_ Date\_

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

#### 8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedulc;

8.1.2 failure to submit any report required hereunder; and/or 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions: 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination; 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 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 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

#### 9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

9.2 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.

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

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

#### 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.

The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### 14. INSURANCE.

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

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 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.

Page 3 of 4

Contractor Initials -4WFDate -2

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

#### 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. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

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

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. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initia

Page 4 of 4

## EXHIBIT A SCOPE OF SERVICES

- Northeast Aquatic Research, LLC is the contractor for this project. The New Hampshire Department of Environmental Services (DES) is referred to as the "state." Amy P.
   Smagula of the Watershed Management Bureau is the grant officer for the state.
- Northeast Aquatic Research, LLC was selected to conduct an assessment of dissolved oxygen data using a data set provided by the Department of Environmental Services. This company was selected through a competitive bid process generated through a Request for Proposals.
- 3. The contractor shall perform the following tasks:
  - Task 1: Perform a literature search on the subject of dissolved oxygen, related to plant biomass, herbicide treatment, etc. for use as a basis for data analysis, and for use in the report;
  - Task 2. Perform applicable statistical analyses on the data set to determine any trends in the data;

 Task 3: Review the data and results of statistical analyses in the context of the New Hampshire Surface Water Quality Standards (to be provided by NHDES) and the Consolidated Assessment Listing Methodology 2016 (to be provided by NHDES) for DO and answer the following questions:

- What change occurred in DO following treatment and, if so, how long did the change persist?
- Does this change have the ability to impact aquatic life and, if so, to what extent?
- What are the recommendations for future dissolved oxygen monitoring?
- What are the recommendations for herbicide application to minimize potential impact to dissolved oxygen?
- Task 4: Provide a written report summarizing information gained from Tasks 1-3 above.
- 4. DES will:
  - Provide the contractor dissolved oxygen data in spreadsheet format, along with maps showing treatment areas and sample locations.
  - Work with the contractor to provide other information as available, for the various study sites.

### EXHIBIT B CONTRACT AMOUNT AND PAYMENT SCHEDULE

Payments shall be made by DES to the contractor upon approval of stated outputs and verification of the value of completed work through submittal of invoices for services rendered. DES will pay the contractor up to \$23,230.00 within 30 days of receiving the contractor's invoice(s) for the following actions:

Chance Pond Brook				
Action	Amount			
Completion of Task 1	\$5,000.00			
Completion of Task 2	\$5,000.00			
Completion of Task 3	\$5,000.00			
Completion of Task 4	\$8,230.00			

The billing address for invoices and all other correspondence shall be as follows:

- NH Department of Environmental Services 29 Hazen Drive, PO Box 95
- Concord, NH 03302-0095
- Attn: Amy Smagula, Watershed Management Bureau

Invoices shall be approved by the Contract Officer before payment is processed.

Initials: Date:

# EXHIBIT C SPECIAL PROVISIONS

# There are no special provisions.

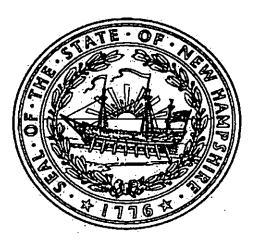
Initials 2-18 Date:

# State of New Hampshire Department of State

# CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NORTHEAST AQUATIC RESEARCH LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on November 08, 2018. 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: 806830 Certificate Number : 0004209405



#### IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 8th day of November A.D. 2018.

William M. Gardner Secretary of State

# CERTIFICATE

I. HILLARY KENYON, Sr. Research Sci. of the Northeast Aquatic Research (Printed Name of Certifying Officer) (Office) (Grantee) hereby certify that:	щ <sub>r</sub> qo
(1) I am the duly elected Sr. Research Sci ; (Office);	
(2) at the meeting held on <u>8/31/18</u> , the <u>Northeast Aquatic Research</u> voted to (Date) (Organization) DES funds and to enter into a contract with the Department of Environmental Services;	accept
(3) the <u>Mortharst Aquatic Regarch</u> further authorized the <u>Member</u> to ex (Organization) (Office of Person Authorized to Sign) documents which may be necessary for this contract;	ecute any
(4) this authorization has not been revoked, annulled, or amended in any manner whatso remains in full force and effect as of the date hereof; and	ever, and
(5) the following person has been appointed to and now occupies the office indicated in ( $\frac{Gevrge W. Knoecklenn}{(Printed name of person that signed contract)}$	3) above:
IN WITNESS WHEREOF, I have hereunto set my hand as the <u>Sr. Research Sci</u> (Office of Certifying Officer) the <u>Northeast Aquatic Research</u> this <u>31</u> day of <u>AUGust</u> <u>2018</u> . (Organization)	of
STATE OF Connecticut County of WINdham	
On this the $31^{\pm}$ day of <u>August</u> <u>aois</u> , before me <u>Danc</u> <u>L-Rayhall</u> the undersigned officer, personally appeared <u>Hillary Kenyon</u> (Notary Public) the undersigned officer, personally appeared <u>Hillary Kenyon</u> (Notary Public) him/herself to be the <u>Sr. Research</u> SCL of the Organization being authorized so to do, (Office) executed the foregoing instrument for the purpose therein contained.	·
In witness whereof, I have set my hand and official seal. (Notary Public Signature)	all
Commission Expiration Date: 12/31/2022 (Seal) MY COMMISSION EXPI	PUBLIC

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DIANE L. RAYHALL NOTARY PUBLIC MY COMMISSION EXPIRES DEC. 31, 2022 ٦,

	те (мм/dd/үүүү) /5/2018				
THIS CERTIFICATEIS 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 state certificate does not confer rights to the certificate holder in lieu of such endorsement(s).	ement on this				
PRODUCER CONTACT NAME:					
BROWN & BROWN OF CT INC/PHS (AC. No. EXIL (866) 467-8730 (AC. No.): (888)	443-6112				
024855 P: (866) 467-8730 F: (888) 443-6112					
301 WOODS PARK DRIVE INSURER(S) AFFORDING COVERAGE N	IAICH				
CLINTON NY 13323 INSURERA: Hartford Casualty Ins Co					
INSURED INSURER 8 :					
INSURER C :					
NORTHEAST AQUATIC RESEARCH, LLC INSURER D:					
74 HIGGINS HWY INSURER E:					
MANSFIELD CENTER CT 06250     INSURER F:       COVERAGES     CERTIFICATE NUMBER:					
COVERAGES CERTIFICATE NUMBER: REVISION NUMBER: THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE F INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT T CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.	O WHICH THIS				
INSR TYPE OF INSURANCE ADDL SUBR POLICY NUMBER POLICY EFF POLICY EXP LTR (MM/DD/TTT) (MM/DD/TTT)					
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DEC RETENTION \$ PER OTH-					
AND EMPLOTERS LUBLITT ANY PROPRIETOR/PARTNER/EXECUTIVEY/N E.L. EACH ACCIDENT					
OFFICER/MEMBER EXCLUDED? (Mandatory in NH) E.L. DISEASE- EA EMPLOYEE <sup>\$</sup>					
If yes, describe under DESCRIPTION OF OPERATIONS below					
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICIDESCORD 101, Additional Remarks Schedule, may be attached if more space is required)					
Those usual to the Insured's Operations.					
	[				
CERTIFICATE HOLDER CANCELLATION					
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANO BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE					
DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS					
Amy P Smagula					
29 HAZEN DR Susan & Castaneda					
CONCORD, NH 03301 © 1988-2015 ACORD CORPORATION. A	Il rights reserve				

ACORD 25 (2016/03)

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The ACORD name and logo are registered marks of ACORD

BROWN&BROWN OF CT INC/PHS 301 WOODS PARK DRIVE CLINTON NY 13323

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# Attachment A List of Bids and Review Committee

# List of Bids, Bid Amount and Proposal Score

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Applicant Name/Affiliation	Bid Amount	Proposal Score
AER Limnology	\$25,500	3.75
Dynamic Solutions,LLC	\$199,900	3.9
HydroAnalysis	\$44,756	3.46
Industrial Economics	\$45,262	4.13
Northeast Aquatic Research	\$23,230	4.3

# **Bid Review Team**

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Reviewer	Position	Agency
David Neils	Chief Biologist/Limnology	NHDES
	Center Director	
Amy Smagula	Limnologist/Exotic Species	NHDES
	Program Coordinator	

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