



Department of Environmental Services

Robert R. Scott, Commissioner



February 28, 2020

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

REQUESTED ACTION

Authorize the New Hampshire Department of Environmental Services (NHDES) to enter a **SOLE SOURCE** contract and amend an agreement for the processing of aquatic benthic samples and taxonomic identification (PO #1044931) with Watershed Assessment Associates, LLC (VC #264837-B001), Schenectady, NY, by: 1) increasing the contract amount by \$63,084 from \$142,033 to a total of \$205,117; 2) clarifying language for processing methodology and quality control to adhere to NHDES' rigorous data management standards; and 3) extending the completion date from May 21, 2020 to May 21, 2023, effective upon Governor and Council approval. The original contract was approved by G&C on June 10, 2015, item #77; Amendment No. 1 was approved on April 20, 2016, item #39. 100% Federal Funds.

Funding is available in the account as follows with the authority to adjust encumbrances in each of the State Fiscal years through the Budget Office if needed and justified. Funding for fiscal years 2022-2023 is contingent upon continuing appropriations and availability of funds.

	<u>FY21</u>	<u>FY22</u>	<u>FY23</u>
03-44-44-442010-7602-102-500731	\$21,028	\$21,028	\$21,028

Dept. Environmental Services, Surface Water Quality PPG, Contracts for Program Services

EXPLANATION

This contract amendment agreement is **SOLE SOURCE** because Watershed Assessment Associates, LLC is the only vendor that could complete this project while adhering to the existing scope of work and similar subcontract agreements. To select an alternative vendor at this stage of the project would be logistically and financially impractical. Furthermore, the vendor provides advantages of close proximity and lower cost, which are not offered by other vendors. Watershed Assessment Associates, LLC is able to transfer samples with their own vehicles, from NHDES to their laboratory ensuring sample integrity and avoiding the high cost of shipping samples preserved with ethanol, a hazardous waste that would otherwise increase the cost of sample transfer to other vendors. Additionally, Watershed Assessment Associates, LLC is certified to ship hazardous waste materials; this allows for a seamless transfer of quality control samples from Watershed Assessment Associates, LLC to a third-party quality control contractor, further reducing shipping-associated costs. Finally, Watershed Assessment Associates, LLC received the highest score during the original Request for Proposals (RFP) process at the beginning of this contract due, in part, to costs which were significantly lower than other vendors. Over the contract to date, their performance has been exemplary.

This amendment is requested by the NHDES Biomonitoring program to process samples in support of sampling initiatives related to the state-wide biological monitoring of New Hampshire's rivers and streams and multi-year river monitoring goals. Data received from this work will be used to compute biological condition indices and

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

His Excellency, Governor Christopher T. Sununu
and The Honorable Council

Page 2 of 2

develop water quality criteria necessary to complete aquatic life use assessments as required under the Federal Clean Water Act. Please see Attachment A for a copy of the original grant agreement.

The NHDES Biomonitoring program, supported by federal funds from the United States Environmental Protection Agency (USEPA), coordinates a freshwater biological sampling program to assess the aquatic health of the state's surface waters and aids in the development of water quality standards. As part of this program, aquatic macroinvertebrates are collected from rivers, streams, lakes and wetlands. The requested funds will allow for the consistent processing and taxonomic identification of additional macroinvertebrate samples for the next eight years.

NHDES has been working with Watershed Assessment Associates, LLC with a high level of success since 2015. This amendment will extend the contract to continue the partnership that has hitherto been beneficial to the NHDES Biomonitoring program for assessing the biological health of the State's rivers and streams. See Attachment A of the original agreement for the evaluation of this vendor. To date, nearly 90% of the approved funding for this contract have been expended. There is \$21,223 remaining.

In the event that Federal Funds become no longer available, General Funds will not be requested to support this program. This agreement has been approved by the Office of the Attorney General as to form, execution, and content.

We respectfully request your approval of this item.


Robert R. Scott, Commissioner

Agreement for Services with the Watershed Assessment Associates, LLC
Amendment No. 2

This Agreement (hereinafter called the "Amendment") dated this 29th day of January, 2020, is by and between the State of New Hampshire, acting by and through its Department of Environmental Services (hereinafter referred to as the "State") and Watershed Assessment Associates, LLC, acting by and through its managing partner, Christine Murphy (hereinafter referred to as the "Grantee").

WHEREAS, pursuant to an Agreement (hereinafter called the "Agreement") approved by the Governor and Council on June 10, 2015, and its first amendment (hereinafter called "Amendment 1") approved by the Governor and Council on April 20, 2016, the Grantee agreed to perform certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, The Grantee and the State have agreed to amend the Agreement in certain respects;

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the Agreement and Amendment 1 and set forth herein, the parties hereto do hereby agree as follows:

1. Amendment and Modification of Agreement: The Agreement is hereby amended as follows:
 - (A) The completion date as set forth in Paragraph 1.7 of the Agreement shall be changed from May 21, 2020 to May 21, 2023.
 - (B) The price limitation as set forth in sub-paragraph 1(A) of Amendment No. 1 shall be increased by \$63,084 from \$142,033 to \$205,117.
 - (C) Exhibit A (Scope of Services) shall be amended as follows and noted with strikethrough (deletion) and italics (addition).

Task 8. WAA will complete sorting and subsampling using the Caton grid method outlined in the US EPA's Rapid Bioassessment Protocols, 2nd Edition with some modification as noted below:

DES requires that the entire sample be homogenized and spread evenly over a gridded tray. A minimum of one-quarter (25%) of the tray's grids must be randomly selected for sorting. All material contained within the selected grids must then be transferred to a separate sorting tray. From this sub-sample, all the target organisms are then removed for identification. *For each sample, a minimum number of organisms (100 or 300, depending on sample type) will be required. If the subsample is found to have the minimum number of organisms at least 100 organisms for identification, then sorting is complete. If the minimum number of organisms 100 minimum organism target is not achieved, then another quarter (25%) of the grids must be randomly selected and processed as explained*

Grantee Initials *CM*
Date: *2/7/2020*

above. The 25% incremental random grid selection process is continued until the 400 minimum organism target is reached. Once a set of grids is selected for sorting, then the selected grid in its entirety must be completed, regardless of the total number of organisms.

Task 11: WAA will perform in-house quality control (QC), re-examining sorted debris for 10% of the samples as selected by WAA and ensure that at least 95% of the organism have been removed and 95% of the taxa were included in the original sort. ~~Additionally, 10% of the samples will be selected for identification and enumeration accuracy for both straight disagreements and hierarchical disagreements, with a target of 95% identification and enumeration accuracy established for the selected samples.~~

Task 12:-WAA shall submit in-house QC reports *and draft data* to DES on an annual basis: *This shall be done prior to sending QC samples and voucher set to the QC contractor.*

Task 13: WAA will submit ~~additional~~ QC samples (*sorted debris for 10% of samples and complete voucher set inclusive of all organisms identified in a given year*) to a qualified outside laboratory (QC contractor), as identified by DES. QC samples (~~10% of the sorted samples and 10% of samples with picked organisms~~) will be selected by DES and must be provided / shipped to the QC contractor by mid-March for a given sample year. DES also reserves the right to have QC samples shipped to DES prior to the QC contractor. If this occurs, DES will cover the shipping costs from DES to the QC contractor. The QC samples must meet the following requirements:

Quality control (QC) will be maintained by first rechecking 10% of the sample lot. Rechecking will include re-examining sorted debris for 10% of the samples as selected by the DES and ensuring that at least 95% of the organisms have been removed. ~~and 95% of the taxa were included in the original sort. Additionally, 10% of the samples will be selected for identification and enumeration accuracy for both straight disagreements and hierarchical differences. A target of 95% identification and enumeration accuracy hierarchical similarity shall be established for the selected samples.~~ *Second, a blind QC voucher set based upon the organisms found in the samples for a given year will be provided to a Sorting efficiency, identification, and enumeration accuracy QC measures shall be performed by a separate, qualified laboratory as stated above and in accordance with Attachment C of the RFP. DES will notify the selected contractor of any QC failures. Any disagreements in the identification of organisms in the QC voucher set will be rectified between the contractors and DES. Adjustments to the full dataset reflective of the reconciliation will occur to finalize the dataset. Less than 10% disagreement prior to reconciliation will be considered acceptable as a QC requirement.*

- (D) Exhibit B (Contract Price and Method of Payment) shall be amended as follows and noted with strikethrough (deletion) and italics (addition).

Task 3: A total of no more than ~~\$134,215~~ \$205,117 will be paid to Watershed Assessment

Grantee Initials MM
Date: 2/7/2020

Associates, LLC. For services rendered.

Task 4: Up to ~~seven~~ 10 payments (~~five~~ 8 for routine samples, submitted in November and two for other samples, submitted outside of November, if necessary) will be made over the ~~five-eight~~-year contract period.

Task 6: All payments with exception of the final payments will be based on the number of samples completed at a rate of \$147.50/ sample (*100 organism minimum*) or \$300/ sample (*300 organism minimum*) and no more than \$500/ year for shipping and development of voucher collection expenses.


2. Effective Date of Amendment: This Amendment shall take effect upon the date of approval of this Amendment by the Governor and Executive Council of the State of New Hampshire.
3. Continuance of Agreement: Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement, and the obligations of the parties thereunder, shall remain in full force and effect in accordance with the terms and conditions set forth therein.

Grantee Initials MM
Date: 2/7/2020

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

Watershed Assessment Associates, LLC

By

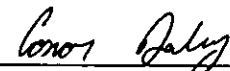

Christine Murphy, Managing Partner

STATE OF NEW YORK
COUNTY OF SCHENECTADY

On this the 7th day of FEB, 2020 before the undersigned officer, personally appeared Christine Murphy, Managing Partner, who acknowledged him/herself to be the person who executed the foregoing instrument for the purpose therein contained.

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

Conor P. Daley
Notary Public, State of New York
Qualified in Schenectady County
No. 01DA6379140
Commission Expires September 4, 2022


Name: CONOR DALEY
Notary Public Justice of the Peace
My Commission Expires: 09/04/2022

THE STATE OF NEW HAMPSHIRE
Department of Environmental Services

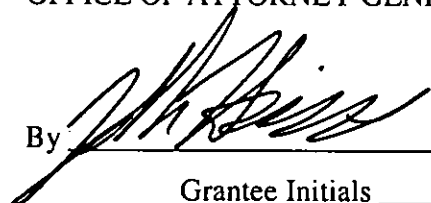
By


Robert R. Scott, Commissioner

Approved by Attorney General this 3 day of March, 2020

OFFICE OF ATTORNEY GENERAL

By



Grantee Initials _____

Date: _____

State of New Hampshire

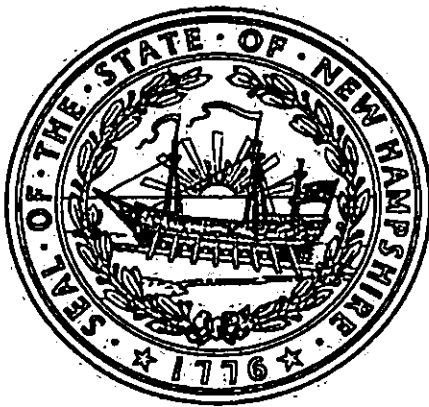
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that WATERSHED ASSESSMENT ASSOCIATES, LLC is a New York Limited Liability Company registered to transact business in New Hampshire on March 31, 2015. 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: 723514

Certificate Number: 0004636792



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 3rd day of January A.D. 2020.

A handwritten signature in black ink, appearing to read "Wm Gardner".

William M. Gardner
Secretary of State

Watershed Assessment Associates, LLC

CONSENT TO ACTION

The undersigned, being all the members of Watershed Assessment Associates, LLC (the "Company"), a New York State limited liability company, in accordance with the New York General Statutes and the Company's governing agreement, unanimously resolve as follows:

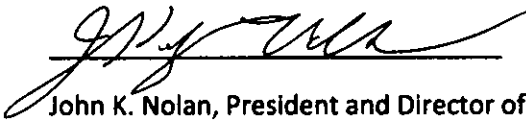
that the Company execute and deliver any and all contracts which it deems to be necessary or appropriate to carry out its business; and

that Christine Murphy, as Managing Partner of the Company, is directed to execute and deliver all contracts on behalf of the Company and to do all things necessary or appropriate to carry out the terms of such contracts, including executing and delivering all agreements and documents contemplated by those contracts.

The undersigned are signing this consent on 02/07/2020



Christine Murphy, Managing Partner



John K. Nolan, President and Director of Environmental Services

Acknowledgement: State of New York, County of Schenectady

On 2/7/2020, before the undersigned officer, personally appeared the above members of Watershed Assessment Associates to execute this document.

Name and Title of Notary CONOR DALEY, NOTARY PUBLIC NEW YORK STATE

Signature of Notary Conor Daley

Seal

Conor P. Daley
Notary Public, State of New York
Qualified in Schenectady County
No. 01DA6379140
Commission Expires September 4, 2022



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/02/2020

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

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

PRODUCER Upstate Agency, LLC 103 Main Street South Glens Falls NY 12803		CONTACT NAME: Jennifer Collins PHONE (A/C, No, Ext): (518) 792-5841 FAX (A/C, No): (518) 793-3827 E-MAIL ADDRESS: jennifer.collins@upstateagency.com	
INSURED WATERSHED ASSESSMENT ASSOCIATES LLC 1861 CHRISLER AVE SCHENECTADY NY 12303-1566		INSURER(S) AFFORDING COVERAGE INSURER A: Selective Insurance Co. of America INSURER B: Continental Casualty Co INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 12572 20443	

COVERAGES **CERTIFICATE NUMBER:** 19-20 GL/Auto/PL **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD	WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			S 2056105	12/04/2019	12/04/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			S 2056105	12/04/2019	12/04/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below			N/A			PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Environmental Professional Liability			ESE591928901	04/05/2019	04/05/2020	Per Claim \$1,000,000 General Aggregate \$1,000,000

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

CERTIFICATE HOLDER

NH Dept. of Environmental Services
Watershed Management Bureau
PO Box 95
Concord NH 03302

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

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

***** 208923885
UPSTATE AGENCY LLC
PO BOX 2137
GLENS FALLS NY 12801



SCAN TO VALIDATE
AND SUBSCRIBE

POLICYHOLDER WATERSHED ASSESSMENT ASSOCIATES LLC 1861 CHRISLER AVE SCHENECTADY NY 12303		CERTIFICATE HOLDER NH DEPT OF ENVIRONMENTAL SERVICES WATERSHED MANAGEMENT BUREAU PO BOX 95 CONCORD NH 03302	
POLICY NUMBER A2164 681-5	CERTIFICATE NUMBER 680377	POLICY PERIOD 10/04/2019 TO 10/04/2020	DATE 1/2/2020

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2164 681-5, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT [HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP](https://www.nysif.com/cert/certval.asp). THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

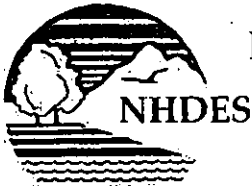
THIS POLICY DOES NOT COVER THE SOLE PROPRIETOR, PARTNERS AND/OR MEMBERS OF A LIMITED LIABILITY COMPANY.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 3872252



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES

Thomas S. Burack, Commissioner



Andy Chapman

April 4, 2016

Her Excellency, Governor Margaret Wood Hassan
and The Honorable Council
State House
Concord, NH 03301

APPROVED G & C

DATE 4/20/16

ITEM # 39

REQUESTED ACTION

Authorize the Department of Environmental Services (DES) to amend an agreement (PO#1044931) with Watershed Assessment Associates, LLC (VC#264837), Schenectady, NY, by increasing the contract amount by \$7,818 from \$134,215 to \$142,033 for the purpose of processing aquatic benthic samples and taxonomic identification for macroinvertebrates effective upon G&C approval through May 21, 2020. The original contract was approved by G&C on June 10, 2015, item #77. 100% Federal Funds.

Funding is available in the account as follows with the authority to adjust encumbrances in each of the State Fiscal years through the Budget Office if needed and justified. Funding for fiscal years 2018-2020 is contingent upon continuing appropriations and availability of funds.

	<u>FY'16</u>	<u>FY'17</u>	<u>FY'18</u>	<u>FY'19</u>	<u>FY'20</u>
03-44-44-442010-7602-102-500731	\$3,100	\$ 900	\$1,273	\$1,273	\$1,272
Dept. Environmental Services, Surface Water Quality PPG, Contracts for Program Services					

EXPLANATION

The Department of Environmental Services is requesting approval of this amendment to allow the DES Biomonitoring program to process additional biological samples in support of river monitoring. Data received from this work will be used in computing biological condition indices and developing water quality criteria necessary to complete aquatic life use assessments as required under the Federal Clean Water Act. Please see Attachment A for a copy of the original agreement.

The DES Biomonitoring program, supported by federal funds from the U.S Environmental Protection Agency (USEPA), coordinates a freshwater biological sampling program for the purposes of assessing the aquatic health of the state's surface waters and development of water quality standards. As part of the program, aquatic macroinvertebrates are collected from rivers, streams, lakes and wetlands. The requested funds will allow for the consistent processing and taxonomic identification of additional macroinvertebrate samples for the next five years. This request is the result of expanded sampling to support unanticipated monitoring initiatives related to state-wide biological monitoring. Specifically, this funding will allow NHDES to monitor five additional sites each year of the contract in support of a regional monitoring network project.

In the event that Federal Funds become no longer available, General Funds will not be requested to support this program. The agreement has been approved by the Office of the Attorney General as to form, execution, and content.

We respectfully request your approval.

Thomas S. Burack
Thomas S. Burack, Commissioner

www.des.nh.gov

29 Hazen Drive • PO Box 95 • Concord, NH 03302-0095
(603) 271-3503 • TDD Access: Relay NH 1-800-735-2964

Agreement for Services with the Watershed Assessment Associates, LLC
Amendment No. 1

This Agreement (hereinafter called the "Amendment") dated this 3rd day of March, 2016, is by and between the State of New Hampshire, acting by and through its Department of Environmental Services (hereinafter referred to as the "State") and Watershed Assessment Associates, LLC, acting by and through its managing partner, Christine Murphy (hereinafter referred to as the "Grantee").

WHEREAS, pursuant to an Agreement (hereinafter called the "Agreement") approved by the Governor and Council on June 10, 2015, item #77, the Grantee agreed to perform certain services upon the terms and conditions specified in the Agreement and in consideration of payment by the State of certain sums as specified therein; and

WHEREAS, The Grantee and the State have agreed to amend the Agreement in certain respects;

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


1. Amendment and Modification of Agreement: The Agreement is hereby amended as follows:
 - (A) The price limitation governing the Agreement as set forth in the Agreement (line 1.8 of the General Provisions and Exhibit B, Contract Price and Method of Payment), shall be increased by \$7,818 from \$134,215 to \$142,033.
2. Effective Date of Amendment: This Amendment shall take effect upon the date of approval of this Amendment by the Governor and Executive Council of the State of New Hampshire.
3. Continuance of Agreement: Except as specifically amended and modified by the terms and conditions of this Amendment, the Agreement, and the obligations of the parties thereunder, shall remain in full force and effect in accordance with the terms and conditions set forth therein.

Grantee Initials CM
Date: 3/3/16

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

Watershed Assessment Associates, LLC

By

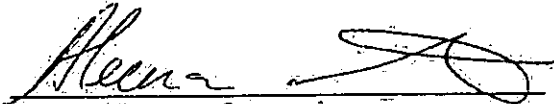

Christine Murphy, Managing Partner

STATE OF NEW YORK
COUNTY OF SCHENECTADY

On this the 10 day of March, 2016, before the undersigned officer, personally appeared Christine Murphy, Managing Partner, who acknowledged him/herself to be the person who executed the foregoing instrument for the purpose therein contained.

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

Aleena Gilani
Notary Public, State of New York
Qualified in Albany County
No. 01GI6326823
Commission Expires June 29, 2019


Name: Aleena Gilani
Notary Public/ Justice of the Peace
My Commission Expires: June 29, 2019

THE STATE OF NEW HAMPSHIRE
Department of Environmental Services

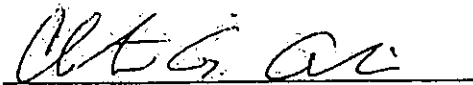
By


Thomas S. Burack, Commissioner

Approved by Attorney General this 28th day of March, 2016

OFFICE OF ATTORNEY GENERAL

By



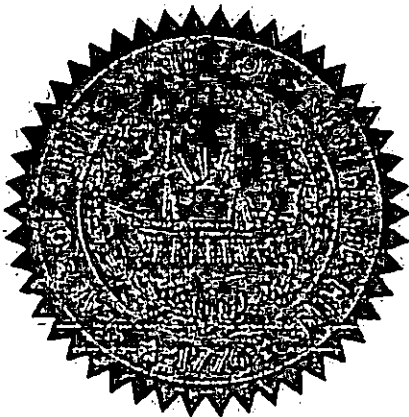
Grantee Initials CM

Date: 3/10/16

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 Watershed Assessment Associates, LLC, a(n) New York limited liability company registered to do business in New Hampshire on March 31, 2015. I further certify that it is in good standing as far as this office is concerned, having filed the annual report(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 10th day of March, A.D. 2016

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

Watershed Assessment Associates, LLC

CONSENT TO ACTION

The undersigned, being all the members of Watershed Assessment Associates, LLC (the "Company"), a New York State limited liability company, in accordance with the New York General Statutes and the Company's governing agreement, unanimously resolve as follows:

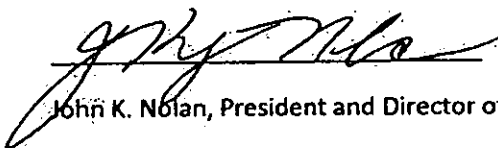
that the Company execute and deliver any and all contracts which it deems to be necessary or appropriate to carry out its business; and

that Christine Murphy, as Managing Partner of the Company, is directed to execute and deliver all contracts on behalf of the Company and to do all things necessary or appropriate to carry out the terms of such contracts, including executing and delivering all agreements and documents contemplated by those contracts.

The undersigned are signing this consent on 3/10/16



Christine Murphy, Managing Partner

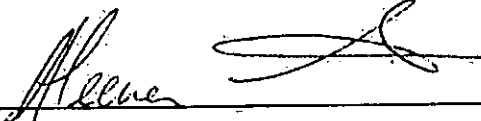


John K. Nolan, President and Director of Environmental Services

Acknowledgement: State of New York, County of Schenectady

On 3/10/16, before the undersigned officer, personally appeared the above members of Watershed Assessment Associates to execute this document.

Name and Title of Notary Aleena Gilani Notary Public

Signature of Notary 

Seal

Aleena Gilani
Notary Public, State of New York
Qualified in Albany County
No. 01G16326823
Commission Expires June 29, 2017



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/3/2016

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 McPhillips Insurance Agency 20 E Washington St Glens Falls NY 12801		CONTACT CL-Glens Falls NAME: PHONE (A/C No. Ext): (518) 792-5841 FAX (A/C No.): (518) 793-3627 E-MAIL: CommercialLines@mcpins.com ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Selective Insurance Co. of America NAIC #: 12572 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	
INSURED WATERSHED ASSESSMENT ASSOCIATES LLC 1861 CHRISLER AVE SCHENECTADY NY 12303-1561			

COVERAGES CERTIFICATE NUMBER: CL162314147 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		S 2056105	12/4/2015	12/4/2016	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/OP AGG \$ 4,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		S 2056105	12/4/2015	12/4/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ State surcharge 2 \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DEQ <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	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 <input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Subject to actual policy conditions.

CERTIFICATE HOLDER

NH Dept. of Environmental Services
Watershed Management Bureau
PO Box 95
Concord, NH 03302

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

Don Wildermuth/JEIC

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New York State Insurance Fund

Workers' Compensation & Disability Benefits Specialists Since 1914

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Phone: (518) 437-6400

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

***** 208923885

WATERSHED ASSESSMENT ASSOCIATES LLC
1861 CHRISLER AVE
SCHENECTADY NY 12303

POLICYHOLDER

WATERSHED ASSESSMENT ASSOCIATES LLC
1861 CHRISLER AVE
SCHENECTADY NY 12303

CERTIFICATE HOLDER

NH DEPT. OF ENVIRONMENTAL
SERVICES WATERSHED MANAGEMENT
BUREAU PO BOX 95
CONCORD NH 03302

POLICY NUMBER
A2164 681-5

CERTIFICATE NUMBER
283287

PERIOD COVERED BY THIS CERTIFICATE
10/04/2015 TO 10/04/2016

DATE
3/3/2016

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2164 681-5 UNTIL 10/04/2016, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF SAID POLICY IS CANCELLED, OR CHANGED PRIOR TO 10/04/2016 IN SUCH MANNER AS TO AFFECT THIS CERTIFICATE, 10 DAYS WRITTEN NOTICE OF SUCH CANCELLATION WILL BE GIVEN TO THE CERTIFICATE HOLDER ABOVE. NOTICE BY REGULAR MAIL SO ADDRESSED SHALL BE SUFFICIENT COMPLIANCE WITH THIS PROVISION. THE NEW YORK STATE INSURANCE FUND DOES NOT ASSUME ANY LIABILITY IN THE EVENT OF FAILURE TO GIVE SUCH NOTICE.

THIS POLICY DOES NOT COVER THE SOLE PROPRIETOR, PARTNERS AND/OR MEMBERS OF A LIMITED LIABILITY COMPANY.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

This certificate can be validated on our web site at <https://www.nysif.com/cert/certval.asp> or by calling (888) 875-5790
VALIDATION NUMBER: 396938082



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES

Thomas S. Burack, Commissioner

May 7, 2015

Andy Chapman



Her Excellency, Governor Margaret Wood Hassan
and The Honorable Council
State House
Concord, NH 03301

APPROVED G & C

DATE 6/10/15
ITEM # 77

REQUESTED ACTION

Authorize the Department of Environmental Services (DES) to enter into an agreement with Watershed Assessment Associates, LLC (VC#264837), Schenectady, NY, in the amount of \$134,215 for the purpose of processing aquatic benthic samples and taxonomic identification effective as of July 1, 2015 through May 31, 2020, upon Governor and Council approval, 100% Federal Funds.

Funding is available in the account as follows with the authority to adjust encumbrances in each of the State Fiscal years through the Budget Office if needed and justified. Funding for fiscal years 2016-2020 is contingent upon continuing appropriations and availability of funds.

03-44-44-442010-7602-102-500731
Dept. Environmental Services, Surface Water Quality PPG
Contracts for Program Services

<u>FY'16</u>	<u>FY'17</u>	<u>FY'18</u>	<u>FY'19</u>	<u>FY'20</u>
\$58,015	\$22,320	\$17,960	\$17,960	\$17,960

EXPLANATION

The DES Biomonitoring program, supported by federal funds from the U.S Environmental Protection Agency (USEPA), coordinates a freshwater biological sampling program for the purposes of assessing the aquatic health of the state's surface waters and development of water quality standards. As part of the program, aquatic macroinvertebrates are collected from rivers, streams, lakes, and wetlands. The requested contract will allow for the consistent processing and taxonomic identification of macroinvertebrate samples for the next five years. Data received from this work will be used in computing biological condition indices and developing water quality criteria necessary to complete aquatic life use assessments as required under the Federal Clean Water Act.

Competitive bids were solicited from via email and the NH Administrative Services website. Only one bid was received with a cost of \$147.50 per sample or \$134,215 for the life of the five-year contract. The annual cost is estimated to be between \$17,960 and \$44,640. Annual cost is estimated to be \$17,960 with the exception of fiscal years 2016 and 2017 where additional samples will be processed. The DES Biomonitoring coordinator reviewed the proposal for cost, qualifications, and consistency with the requirements of the sampling process outlined in the request for proposals.

www.des.nh.gov
29 Hazen Drive • PO Box 95 • Concord, NH 03302-0095
(603) 271-3503 • TDD Access: Relay NH 1-800-735-2964

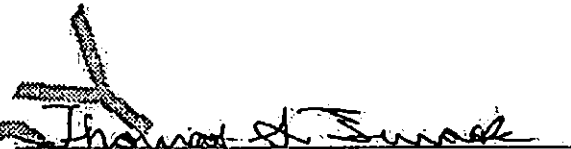


The bid from Watershed Assessment Associates, LLC was evaluated and scored by two DES staff using a standardized scoring matrix based upon the qualification elements in the RFP. Possible total scores ranged from 0 to 100. See attachment A for average scores according to each qualification element and total score.

Watershed Assessment Associates, LLC has excellent credentials and have proven to be capable of delivering the services as proposed in a timely manner for similar projects both at the state and national level. Watershed Assessment Associates has been used by the State of Vermont's Biomonitoring program over the past several years with a high level success.

In the event that Federal Funds become no longer available, General Funds will not be requested to support this program. The agreement has been approved by the Office of the Attorney General as to form, execution, and content.

We respectfully request your approval.


Thomas S. Burack, Commissioner

COPY

Subject:

Biomonitoring Primary Macroinvertebrate Contract

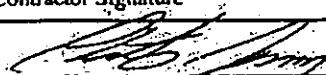
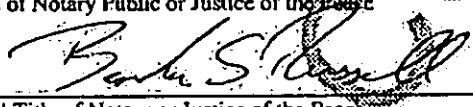


FORM NUMBER P-37 (version 1/09)

AGREEMENT

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

GENERAL PROVISIONS

I. IDENTIFICATION.

1.1 State Agency Name Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive, Concord, NH 03302-0095	
1.3 Contractor Name Watershed Assessment Associates, LLC		1.4 Contractor Address 1861 Chrisler Ave., Schenectady, NY 12303	
1.5 Contractor Phone Number 518-346-0225	1.6 Account Number 03-44-44-442010-7602-102	1.7 Completion Date May 31, 2020	1.8 Price Limitation \$134,215
1.9 Contracting Officer for State Agency Andy Chapman		1.10 State Agency Telephone Number 603-271-5334	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Christine Murphy, Managing Partner	
1.13 Acknowledgement: State of <u>New York</u> , County of <u>Schenectady</u> On <u>3/27/15</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11 and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  (Seal)		Brandon S. Russell Notary Public, State of New York Qualified in Albany County No. 01RU6188727 Commission Expires June 9, 2016	
1.13.2 Name and Title of Notary or Justice of the Peace 			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Vicki Quiram, Asst. Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>5-6-2015</u>			
1.18 Approval by the Governor and Executive Council 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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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. 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 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 schedule;

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

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

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely 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 include 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 consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written 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 \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance 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.

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 fifteen (15) 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 endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) 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 (except 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.

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.

**Exhibit A
Scope of Services**

1. Watershed Assessment Associates, LLC (WAA) must have the capacity to perform the required work in a timely fashion and meet a schedule detailing sample transfer, sample processing, draft data transfer, QC sample transfer and final data transfer proposed by WAA and approved by DES prior to any transfer of samples. Failure to agree upon a schedule or meet the agreed upon schedule could result in contract termination.
2. In general, sample transfer will be completed no later than November of the sampling year or within two weeks of DES's notification of the samples being available post-field season if other than November. On occasion, there may be samples transferred to WAA in months other than November. Should this occur, DES will work with WAA on a reasonable schedule for completion of sample processing.
3. Data for collected samples transferred in November will be provided to DES in an electronic (MS Excel) by the end of February (90 day turnaround) for a given sample year or as specified in the agreed upon schedule for samples not transferred in November.
4. QC samples for samples transferred in November will be transferred to DES or the QC contractor by the end of March (120 day turnaround) for a given sample year or as specified in the agreed upon schedule for samples not transferred in November.
5. If QC samples do not pass QC measures, WAA will correct any failures and rectify data within one or more months, as provided in the agreed upon schedule and at the discretion of and with no additional cost to DES.
6. Watershed Assessment Associates, LLC (WAA) will receive macroinvertebrate samples from DES staff at a common meeting area in Concord, New Hampshire or a mutually agreeable location.
7. A signed chain of custody form will be completed to document sample transfer.
8. WAA will complete sorting and subsampling using the Caton grid method outlined in the US EPA's Rapid Bioassessment Protocols, 2nd Edition with some modification as noted below:

DES requires that the entire sample be homogenized and spread evenly over a gridded tray. A minimum of one-quarter (25%) of the tray's grids must be randomly selected for sorting. All material contained within the selected grids must then be transferred to a separate sorting tray. From this sub-sample, all the target organisms are then removed for identification. If the subsample is found to have at least 100 organisms for identification then sorting is complete. If the 100 minimum organism target is not achieved then another quarter (25%) of the grids must be randomly selected and processed as explained above. The 25% incremental random grid selection process is continued until the 100 minimum organism target is reached. Once a set of grids is selected for sorting, then the selected grid, in its entirety must be completed, regardless of the total number of organisms.
9. Enumeration and identification are accomplished by counting and identifying each organism to the lowest reasonable taxonomic category with a genus minimum, species preferred where possible. All Chironomidae and Oligochaeta will be identified to the lowest possible taxon (usually to genus/species). Chironomidae are to be mounted on slides for identification if identification level will be to genus or lower. Class Nemata, Class Nemertea will be identified to Phylum. WAA will consult with the NH

Contractor Initials: WAA
Date: 5/27/15

Department of Environmental Services (DES), biomonitoring program manager regarding less specific taxonomic identification of damaged or early instar organisms. Final identifications will be consistent with valid taxa names in the USDA Integrated Taxonomic Information System (ITIS).

10. DES will provide a list of all taxa currently in the DES database to the selected contractor.
11. WAA will perform in-house quality control (QC), re-examining sorted debris for 10% of the samples as selected by WAA and ensure that at least 95% of the organism have been removed and 95% of the taxa were included in the original sort. Additionally, 10% of the samples will be selected for identification and enumeration accuracy for both straight disagreements and hierarchical disagreements, with a target of 95% identification and enumeration accuracy established for the selected samples.
12. WAA shall submit in-house QC reports to DES on an annual basis.
13. WAA will submit additional QC samples to a qualified outside laboratory (QC contractor), as identified by DES. QC samples (10% of the sorted samples and 10% of samples with picked organisms) will be selected by DES and must be provided/ shipped to the QC contractor by mid-March for a given sample year. DES also reserves the right to have QC samples shipped to DES prior to the QC contractor. If this occurs, DES will cover the shipping costs from DES to the QC contractor. The QC samples must meet the following requirements:

Quality control (QC) will be maintained by rechecking 10% of the sample lot. Rechecking will include re-examining sorted debris for 10% of the samples as selected by the DES and ensuring that at least 95% of the organisms have been removed and 95% of the taxa were included in the original sort. Additionally, 10% of the samples will be selected for identification and enumeration accuracy for both straight disagreements and hierarchical differences. A target of 95% identification and enumeration accuracy hierarchical similarity shall be established for the selected samples. Sorting efficiency, identification, and enumeration accuracy QC measures shall be performed by a separate, qualified laboratory as stated above and in accordance with Attachment C of the RFP. DES will notify the selected contractor of any QC failures.
14. DES will provide all data reports from the QC contractor to WAA on an annual basis.
15. Failure to meet any of the QC requirements for samples processed by the QC contractor for a particular sample will result in sample reprocessing by WAA. Costs associated with reprocessing samples will be assumed by WAA. Repetitive QC failures could result in reprocessing of multiple samples or contract termination. Final decisions on QC matters are at the discretion of the DES after consultation with WAA and the QC contractor.
16. Sorted samples and unsorted debris for each sample shall be retained by WAA until DES has approved the QC measures detailed above. The contents of each sample will then either be discarded by WAA after a period of three years (or earlier upon approval by the DES) or be returned to the DES.
17. Taxonomy must be performed by a professional freshwater macroinvertebrate taxonomist of WAA that, at a minimum, holds and maintains for the duration of the contract a certification from the Society of Freshwater Science for eastern genera in group 1 (Crustacea and Arthropods other than EPT and Chironomidae), group 2 (Ephemeroptera, Plecoptera, and Trichoptera nymphs and larvae only) and group 3 (Chironomidae larvae only).
18. WAA must specify if an external contractor is to be used, provide qualifications for approval and notify DES if any deviation from these terms is proposed for DES approval during the contract.

19. WAA will provide to DES, one taxonomic voucher collection. Voucher collections will consist of one to three specimens for each taxon. The voucher collection shall be transferred to and approved by DES for adequacy at the end of the contract.

20. WAA will provide a standardized digital data report (MS Excel) including taxonomic listings, and cited references for making determinations, sample station ID's, total organism counts per sample replicate, fraction of sample replicate processed, and copies of raw laboratory bench sheets, including names of individuals responsible for sample processing and taxonomist responsible for the final identifications, for each sample replicate.

21. WAA will provide to DES a list (MS Excel) of new taxa not currently in the NHDES database, including ITIS catalog number, annually.

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Exhibit B
Contract Price and Method of Payment

1. All services shall be performed to the satisfaction of DES before payment is made.
2. Payment to Watershed Assessment Associates, LLC. by DES will be made upon annual completion of taxonomic services, submission of agreed upon annual deliverables as outlined Exhibit A to the DES biomonitoring program and upon receipt of an associated invoice.
3. A total of no more than \$134,215 will be paid to Watershed Assessment Associates, LLC. For services rendered.
4. Up to seven payments (five for routine samples, submitted in November and two for other samples, submitted outside of November, if necessary) will be made over the five-year contract period.
5. No payment will be made until the taxonomic data has been received, reviewed and approved by the DES biomonitoring program.
6. All payments with exception of the final payments will be based on the number of samples completed at a rate of \$147.50/ sample and no more than \$500/ year for shipping and development of voucher collection expenses.
7. The final payment covering the final year of samples collected will be made after receiving the taxonomic voucher collection approved by DES.

COPY

Exhibit C
Special Provisions

1. There are no special provisions to this contract agreement.

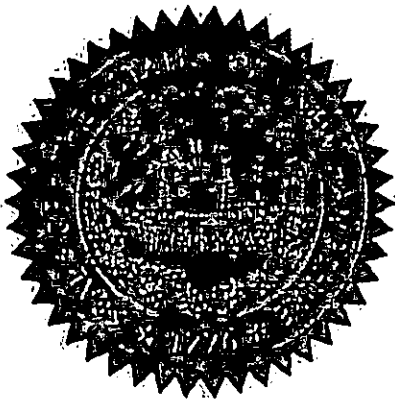
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State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Watershed Assessment Associates, LLC a(n) New York limited liability company registered to do business in New Hampshire on March 31, 2015. I further certify that it is in good standing as far as this office is concerned, having paid the fees required by law.

COPY



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 20th day of April, A.D. 2015

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

Watershed Assessment Associates, LLC

CONSENT TO ACTION

The undersigned, being all the members of Watershed Assessment Associates, LLC (the "Company"), a New York State limited liability company, in accordance with the New York General Statutes and the Company's governing agreement, unanimously resolve as follows:

that the Company execute and deliver any and all contracts which it deems to be necessary or appropriate to carry out its business; and

that Christine Murphy, as Managing Partner of the Company, is directed to execute and deliver all contracts on behalf of the Company and to do all things necessary or appropriate to carry out the terms of such contracts, including executing and delivering all agreements and documents contemplated by those contracts.

The undersigned are signing this consent on 3/27/15.


Christine Murphy, Managing Partner


John K. Nolan, President and Director of Environmental Services

Acknowledgement: State of New York, County of Schenectady

On 3/27/15, before the undersigned officer, personally appeared the above members of Watershed Assessment Associates to execute this document.

Name and Title of Notary Brandon S Russell, Branch Manager

Signature of Notary Brandon S Russell

Seal

Brandon S. Russell
Notary Public, State of New York
Qualified in Albany County
No. 01RU6108727
Commission Expires June 9, 2016



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/5/2015

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 McPhillips Insurance Agency 20 E Washington St Glens Falls NY 12801 INSURED WATERSHED ASSESSMENT ASSOCIATES LLC 1861 CHRISLER AVE SCHENECTADY NY 12303-1561	CONTACT NAME: Carrie McIntosh PHONE: (518) 792-5841 FAX: (518) 793-3827 E-MAIL: CarrieM@mcpins.com ADDRESS: INSURERS AFFORDING COVERAGE INSURER A: Selective Insurance Company of New York INSURER B: Hartford Life Insurance INSURER C: INSURER D: INSURER E: INSURER F:
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COVERAGES CERTIFICATE NUMBER Master 5-15 to 12-15 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	POLICY NO.	POLICY EFF. DATE	POLICY EXP. DATE	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	# 2056105	12/4/2014	12/4/2015	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPAD AGG \$ 4,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		# 2056105	12/4/2014	12/4/2015	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per occurrence) \$ Sums exchange 2 \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTIONS					EACH OCCURRENCE \$ AGGREGATE \$
	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 <input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	NYS Disability		LNY642588	1/1/2013	Continuous	

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

CERTIFICATE HOLDER

andrew.chapman@des.nh.gov

NH Dept. of Environmental Services
Watershed Management Bureau
P O Box 95
Concord, NH 03302-0095

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

P McPhillips/GUIMON

Paul R. McPhillips



New York State Insurance Fund

Workers' Compensation & Disability Benefits Specialists Since 1914

1 WATERVLIET AVENUE ALBANY, NEW YORK 12206-1649
Phone: (518) 437-6400

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

***** 208923885
WATERSHED ASSESSMENT ASSOCIATES LLC
1861 CHRISLER AVE
SCHENECTADY NY 12303

POLICYHOLDER WATERSHED ASSESSMENT ASSOCIATES LLC 1861 CHRISLER AVE SCHENECTADY NY 12303		CERTIFICATE HOLDER NH DEPT OF ENVIRONMENTAL SVCS WATERSHED MGMT BUREAU P O BOX 95 CONCORD NH 03302-0095	
POLICY NUMBER A 2164 681-5	CERTIFICATE NUMBER 658762	PERIOD COVERED BY THIS CERTIFICATE 10/04/2014 TO 10/04/2015	DATE 3/13/2015

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2164 681-5 UNTIL 10/04/2015, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW, AND, WITH RESPECT TO OPERATIONS OUTSIDE OF NEW YORK, TO THE POLICYHOLDER'S REGULAR NEW YORK STATE EMPLOYEES ONLY.

IF SAID POLICY IS CANCELLED, OR CHANGED PRIOR TO 10/04/2015 IN SUCH MANNER AS TO AFFECT THIS CERTIFICATE, 10 DAYS WRITTEN NOTICE OF SUCH CANCELLATION WILL BE GIVEN TO THE CERTIFICATE HOLDER ABOVE. NOTICE BY REGULAR MAIL SO ADDRESSED SHALL BE SUFFICIENT COMPLIANCE WITH THIS PROVISION. THE NEW YORK STATE INSURANCE FUND DOES NOT ASSUME ANY LIABILITY IN THE EVENT OF FAILURE TO GIVE SUCH NOTICE.

THIS POLICY DOES NOT COVER THE SOLE PROPRIETOR, PARTNERS AND/OR MEMBERS OF A LIMITED LIABILITY COMPANY.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

This certificate can be validated on our web site at <https://www.nysif.com/cert/certval.asp> or by calling (888) 875-5790
VALIDATION NUMBER: 764796137

Attachment A

Average Score of Evaluators	Company/Contact
Evaluation Element	Watershed Assessment Associates/ Kelly Nolan
Qualifications (30 pts)	26.0
Professional References (15 pts)	13.5
Sample Processing Costs (25 pts)	21.0
Miscellaneous Costs (5 pts)	3.5
Sample Processing Capacity (15 pts)	12.5
Availability (5 pts)	3.5
Internal QA/QC (5 pts)	3.5
SCORE	83.5

Evaluator	Title	Experience
Andy Chapman	Biological Monitoring Program Manager	19
David Neils	Chief Water Pollution Biologist Limnology Center Director	15

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