



The State of New Hampshire  
**DEPARTMENT OF ENVIRONMENTAL SERVICES**

NOV 26 11 45 AM '15 DAS



**Thomas S. Burack, Commissioner**

May 7, 2015

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

**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](http://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

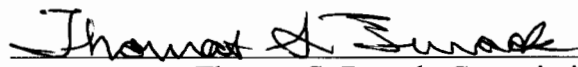


The bid from Watershed Assessment Associates, LLC was evaluated and scored by two DES staff using a standardized scoring matrix based upon the qualification elements in the RFP. Possible total scores ranged from 0 to 100. See attachment A for average scores according to each qualification element and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

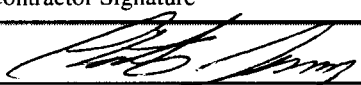

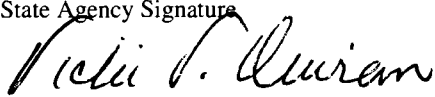
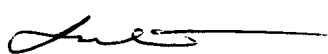
  
Thomas S. Burack, Commissioner

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**

**1. IDENTIFICATION.**

1.1 State Agency Name <u>Department of Environmental Services</u>		1.2 State Agency Address <u>29 Hazen Drive, Concord, NH 03302-0095</u>	
1.3 Contractor Name <u>Watershed Assessment Associates, LLC</u>		1.4 Contractor Address <u>1861 Chrisler Ave., Schenectady, NY 12303</u>	
1.5 Contractor Phone Number <u>518-346-0225</u>	1.6 Account Number <u>03-44-44-442010-7602-102</u>	1.7 Completion Date <u>May 31, 2020</u>	1.8 Price Limitation <u>\$134,215</u>
1.9 Contracting Officer for State Agency <u>Andy Chapman</u>		1.10 State Agency Telephone Number <u>603-271-5334</u>	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory <u>Christine Murphy, Managing Partner</u>	
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]		<b>Brandon S. Russell</b> Notary Public, State of New York Qualified in Albany County No. 01RU6188727 Commission Expires June 9, 20 <u>16</u>	
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 <u>Vicki Quiram, Asst. Commissioner</u>	
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 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 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, 2<sup>nd</sup> 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

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.

**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.

**Exhibit C**  
**Special Provisions**

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

# 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.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 20<sup>th</sup> 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:

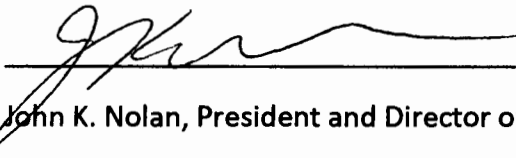
that the Company execute and deliver any and all contracts which it deems to be necessary or appropriate to carry out its business; and

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. 01RU6188727  
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).

<b>PRODUCER</b> McPhillips Insurance Agency 20 E Washington St  Glens Falls NY 12801		<b>CONTACT NAME:</b> Carrie McIntosh <b>PHONE (A/C, No, Ext):</b> (518) 792-5841 <b>FAX (A/C, No):</b> (518) 793-3627 <b>E-MAIL ADDRESS:</b> CarrieM@mcpins.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	<b>NAIC #</b>
		<b>INSURER A:</b> Selective Insurance Company of New	13730
		<b>INSURER B:</b> Hartford Life Insurance	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		S 2056105	12/4/2014	12/4/2015	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 - COMP/OP AGG \$ 4,000,000
							\$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			S 2056105	12/4/2014	12/4/2015	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"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$
							AGGREGATE \$
	<input type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> 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    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)

<b>CERTIFICATE HOLDER</b> andrew.chapman@des.nh.gov  NH Dept. of Environmental Services Watershed Management Bureau P O Box 95 Concord, NH 03302-0095	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE P McPhillips/GUIMON <i>Paul R. McPhillips</i>
---	---

© 1988-2014 ACORD CORPORATION. All rights reserved.



# 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

<b>Average Score of Evaluators</b>	<b>Company/ Contact</b>
<b>Evaluation Element</b>	<b>Watershed Assessment Associates/ Kelly Nolan</b>
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 QAQC (5 pts)	3.5
<b>SCORE</b>	<b>83.5</b>

<b>Evaluator</b>	<b>Title</b>	<b>Experience</b>
Andy Chapman	Biological Monitoring Program Manager	19
David Neils	Chief Water Pollution Biologist, Jody Connor Limnology Center Director	15