



The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner

June 2, 2020



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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 **RETROACTIVELY** amend a **SOLE SOURCE** agreement (PO #1045448) with EcoAnalysts, Inc. (VC #265601-B001), Moscow, ID, for aquatic biomonitoring program testing by: 1) increasing the contract amount by \$13,158 from \$17,480 to a total of \$30,638; 2) clarifying language for quality control processing methodology to adhere to NHDES's 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 Governor and Council on July 22, 2015, item #87. 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	\$4,386	\$4,386	\$4,386
Dept. Environmental Services, Surface Water Quality PPG, Contracts for Program Services			

EXPLANATION

NHDES is requesting approval of this **RETROACTIVE, SOLE SOURCE** amendment because EcoAnalysts, Inc. is the only vendor that could complete this project while adhering to the existing scope of work and similar subcontract agreements. This amendment is **RETROACTIVE** because the original agreement expired on May 21, 2020. NHDES was unable to process the project extension paperwork in a timely manner as a result of the original signed documents being lost in the mail and NHDES staff being diverted to work on COVID-19 emergency response issues. This amendment is **SOLE SOURCE** because EcoAnalysts, Inc. is certified to ship hazardous waste materials; this allows for a seamless transfer of quality control samples from EcoAnalysts, Inc. to a third-party primary contractor, reducing shipping-associated costs. EcoAnalysts, Inc. provides consistency to the current projects. To select an alternative vendor at this stage of the project would be logistically and financially impractical. Finally, EcoAnalysts, Inc. 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 those proposed by other vendors. Over the contract to date, their performance has been exemplary.

This amendment is requested by the NHDES Biomonitoring Program to process quality control biological samples in support of sampling initiatives related to state-wide biological monitoring of New Hampshire's

Page 2 of 2

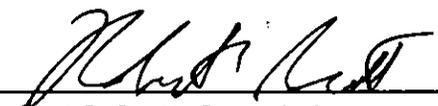
rivers and streams and multi-year river monitoring goals. Data received from this work will allow for annual quality control checks, and it will be used to compute biological condition indices and develop water quality criteria necessary to complete aquatic life use assessments as required under the Federal Clean Water Act. Please see Attachment C for a copy of the original grant agreement.

The NHDES Biomonitoring Program, supported by federal funds from EPA, coordinates a freshwater biological sampling program to assess the aquatic health of the state's surface waters and aid 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 quality control of consistent processing and taxonomic identification of additional macroinvertebrate samples for the next three years.

NHDES has been working with EcoAnalysts, Inc. with a high level of success since 2015. This amendment will extend the contract to continue the partnership that has been beneficial to the NHDES Biomonitoring Program for assessing the biological health of the State's rivers and streams. To date, more than 80% of the approved funding for this contract have been expended. There is \$5,240 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

~~ensuring that at least 95% of the organisms have been removed and 95% of the taxa were included in the original sort as processed by the primary contractor. 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 and hierarchical similarity shall be established for the selected samples as processed by the primary contractor. This shall be in accordance with Figure 1, Quality Control Summary. Taxa identification will be based upon an annual voucher collection. The primary contractor will provide a blind (organisms identified by number only) voucher collection (vials/slides) for each taxa found in a given sample year. Each vial/slide will have 1-3 organisms of best quality available. The primary contractor will send the annual voucher collection to EcoAnalysts for identification. When completed, EcoAnalysts will send the taxa identification list (with identification number referenced) to the primary contractor and DES. Differences between the primary contractor and EcoAnalysts will be reconciled within 30 days or as requested by DES. The voucher collection will be back to the primary contractor after reconciliation has been completed or as requested by DES.~~

~~Task 12. EcoAnalysts will perform in-house quality control (QC), re-examining sorted debris for 10% of the samples 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. In-house QC reports will be provided by EcoAnalysts to DES on an annual basis.~~

~~Task 14. QC samples shall be retained by EcoAnalysts until requested by DES. has approved the QC measures described in Figure 1, Quality Control Summary. The contents of each sample will then either be discarded by EcoAnalysts after a period of three years (or earlier upon approval by the DES) or be returned to the primary contractor or the DES.~~

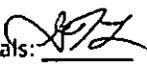
~~Task 17. EcoAnalysts will provide a standardized digital data report (MS Excel) including taxonomic listings, and cited references for making determinations, sample station ID's, total additional organism counts per QC sample; fraction of sample replicate processed, and copies of raw laboratory bench sheets, including names of individuals responsible for sample processing and taxonomist responsible for the final identifications, for each QC and voucher collection sample.~~

~~Task 18. EcoAnalysts will provide to DES a list (MS Excel) of new taxa not currently in the NHDES database, including ITIS catalog number, annually.~~

(D) Exhibit B of the Agreement (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 ~~\$17,480~~ \$30,638 will be paid to EcoAnalysts, Inc. for services rendered.

Task 4. Up to ~~five~~ eight payments will be made over the ~~five~~ eight-year contract period, corresponding with the annual sample year.

Contractor Initials: 
Date: 6-11-20

Task 6. All payments with exception of the final payment will be based on the number of samples completed at a rate of \$340/ sample and no more than \$300/ year for shipping. *Payments to be made after receiving QC data for rechecking of samples and taxa identification of organisms in the voucher collection.*

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.

Contractor Initials: MTZ
Date: 5-18-20

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

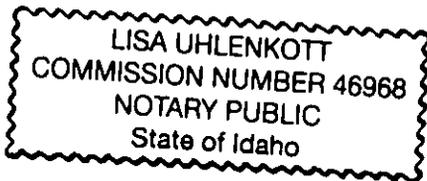
EcoAnalysts, Inc.

By 
Gary T. Lester, President

STATE OF IDAHO
COUNTY OF LATAH

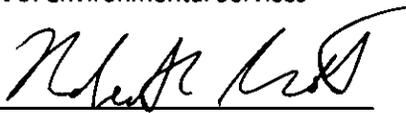
On this the 18th day of May, 2020 before the undersigned officer, personally appeared Gary T. Lester, President, who acknowledged him/herself to be the person who executed the foregoing instrument for the purpose therein contained.

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




Name:
Notary Public/ Justice of the Peace
My Commission Expires: 4/19/2024

THE STATE OF NEW HAMPSHIRE
Department of Environmental Services

By 
Robert R. Scott, Commissioner

Approved by Attorney General this 5th day of June, 2020

OFFICE OF ATTORNEY GENERAL

By 

Contractor Initials: ATZ
Date: 5-8-20

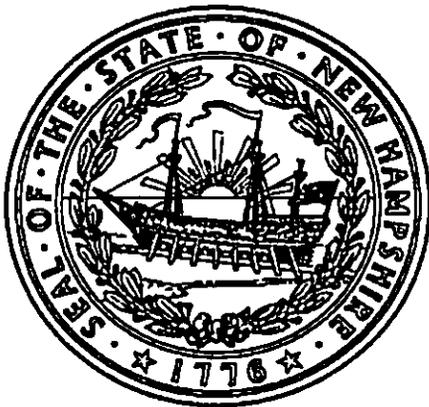
State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that ECOANALYSTS, INC is a Idaho Profit Corporation registered to transact business in New Hampshire on April 22, 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: 724903

Certificate Number: 0004815337



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 25th day of February A.D. 2020.

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

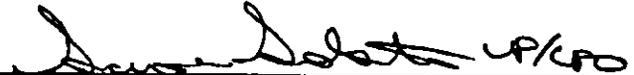
William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

At a duly authorized meeting of the Board of Directors of EcoAnalysts, Inc. (the "Company"), held May 13, 2020 it was VOTED that Gary T. Lester the President of the Company, be and hereby is authorized to execute contracts and bonds in the name of and on behalf of the Company; and such execution of any contract or obligation in the Company's name on its behalf by such officer under seal of the Company, shall be valid and binding upon this Company.

I hereby certify that I am the clerk of the Company and that Gary T. Lester is the duly elected officer as stated above of the Company. This vote has not been amended or rescinded and remains in full force and effect as of the date signed below.

5-13-20
Date


Clerk Scott Lindstrom VP/CFO

Corporate
Seal

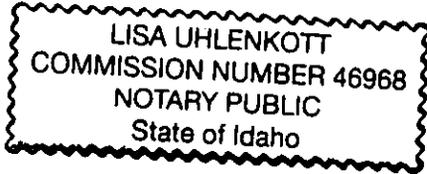

Gary T. Lester
5-18-20

State of Idaho)

County of Blaine)

On this 15th day of May, in the year of 2020, before me, Lisa Uhlenkott
(Notary's name) a notary public, personally appeared Gary Lester, known or
identified to me (or proved to me on the oath of Eco Analysts) to be the president, or vice-
president, or secretary or assistant secretary, of the corporation that executed the instrument or
the person who executed the instrument on behalf of said corporation, and acknowledged to me
that such corporation executed the same.

Seal



Lisa Uhlenkott
Notary Public
My Commission Expires on 4/19/2024



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/21/2020

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 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 American Insurance Agency 604 S Washington St Moscow ID 83843-3569		CONTACT NAME: Karyl Wayt PHONE (A/C No, Ext): (208) 882-8544 E-MAIL ADDRESS: KarylW@Am-Ins.com		FAX (A/C, No): (208) 882-7336
INSURED EcoAnalysts Inc Corporate Office 1420 S Blaine St Ste 14 Moscow ID 83843-3973		INSURER(S) AFFORDING COVERAGE INSURER A: Homeland Ins Co of NY INSURER B: American States Ins. Co INSURER C: Ohio Security Insurance Co INSURER D: INSURER E: INSURER F:		NAIC #

COVERAGES **CERTIFICATE NUMBER: 2020-2021** **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"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			793-01-00-26-0000	2/19/2020	2/19/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Electronic Data Liability \$ 50,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			01C18723404	2/6/2020	2/6/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED RETENTION \$			793-01-00-27-000	2/19/2020	2/19/2021	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	XW858580080	6/5/2019	6/5/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liability			793-01-00-26-0000	2/19/2020	2/19/2021	Deductible \$2,500 5,000,000
A	Pollution Liability			793-01-00-26-0000	2/19/2020	2/19/2021	Deductible \$2,500 2,000,000

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

Proof of Insurance

CERTIFICATE HOLDER Andrew.Chapman@des.nh.gov New Hampshire DES PO 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 Shawn Sullivan/KW <i>Shawn D. Sullivan</i>
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Attachment C

Copy of Original Agreement

Andy Chapman



The State of New Hampshire
DEPARTMENT OF ENVIRONMENTAL SERVICES



Thomas S. Burack, Commissioner

July 1, 2015

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

APPROVED G & C

DATE 7/22/15

REQUESTED ACTION

ITEM # 87

Authorize the Department of Environmental Services (DES) to enter into an agreement with EcoAnalysts, Inc. (VC#265601), Moscow, ID, in the amount of \$17,480 for the purpose of processing aquatic benthic samples and taxonomic identification for quality control, effective upon Governor and Council approval through May 31, 2020. 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.

	<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	\$2,680	\$2,680	\$4,040	\$4,040	\$4,040
Dept. Environmental Services, Surface Water Quality PPG Contracts for Program Services					

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 annual quality control checks of the primary macroinvertebrate contractor responsible for processing and taxonomic identification of macroinvertebrate samples for the next five years. Data received from this work will be used to verify data received by the primary macroinvertebrate contractor is sufficient to meet program quality control requirements. Data is used to compute biological condition indices and develop water quality criteria necessary to complete aquatic life use assessments as required under the Federal Clean Water Act.

Competitive bids were solicited via email and the NH Administrative Services website. Only one bid was received with a cost of \$340.00 per sample or \$17,480 for the life of the five-year contract. The annual cost is estimated to be between \$2,680 and \$4,040. 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. The bid from EcoAnalysts, Inc. was evaluated and scored

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

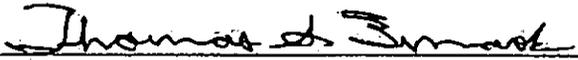


by two DES staff using a standardized scoring matrix based upon the qualification elements in the RFP. Possible total scores ranged from 0 to 100. See attachment A for average scores according to each qualification element and total score.

EcoAnalysts, Inc. 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. EcoAnalysts, Inc. has been used by the state of Maine'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

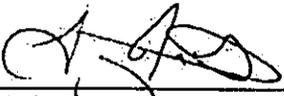
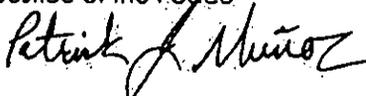
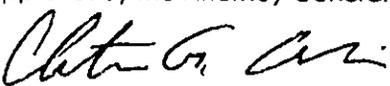
Subject: Biomonitoring Macroinvertebrate Quality Control Contract

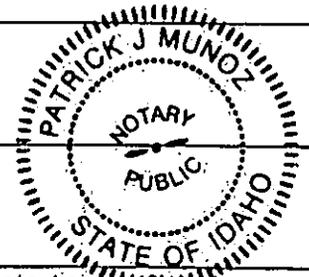
AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name State of New Hampshire Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive PO Box 95 Concord, NH 03302-0095	
1.3 Contractor Name EcoAnalysts, Inc.		1.4 Contractor Address 1420 S. Blaine Ste 14 Moscow, ID 83843	
1.5 Contractor Phone Number 208-882-2588	1.6 Account Number 03-44-44-442010-7602-102	1.7 Completion Date May 21, 2020	1.8 Price Limitation \$17,480
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 Gary T. Lester, CEO	
1.13 Acknowledgement: State of <u>Idaho</u> , County of <u>Latah</u> On <u>31st of March 2015</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]			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Patrick J. Munoz, Notary Public</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory <u>Thomas S. Burrack, 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>6/30/15</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 or exempt from, the requirements of N.H. RSA chapter 281-A ("Workers' Compensation").

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

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

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. EcoAnalysts, Inc. (EcoAnalysts) must have the capacity to perform the required work in a timely fashion and meet a schedule detailing quality control (QC) sample receipt/transfer, sample processing, QC sample return and final data transfer proposed by EcoAnalysts and approved by DES prior to any transfer of samples. Failure to agree upon a schedule or meet deliverables outlined in the agreed upon schedule could result in contract termination.
2. In general, DES anticipates that QC samples will be submitted to the QC contractor by the end of March following the field season.
3. Data and associated deliverables for QC samples transferred to EcoAnalysts will be provided to DES in an electronic (MS Excel) within 45 days of receipt or as specified in the agreed upon schedule.
4. If QC samples result in failure of QC measures by the primary contractor responsible for processing the original samples under a separate contract, DES will work with both parties (EcoAnalysts and the primary contractor) to most reasonably resolve any discrepancies within one or more months at no additional cost to DES. This may require reprocessing of samples by the primary contractor, QC contractor of both. Final decisions on QC matters are at the discretion of the DES after consultation with the primary contractor and EcoAnalysts. Failure to resolve any discrepancies could result in contract termination.
5. QC samples will be shipped to EcoAnalysts from DES or the primary contractor at no cost to EcoAnalysts.
6. A signed chain of custody form will be completed to document sample transfer and sent to DES.
7. Upon completion as determined by DES, QC samples will be shipped to DES or the primary contractor as requested by DES within 30 days of completion. DES may also choose to have EcoAnalysts not return QC samples.
8. Original samples will be sorted and subsampled by the primary contractor 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. Quality control of the samples processed by the primary contractor will be maintained by EcoAnalysts rechecking 10% of the sample lot. Rechecking will include re-examining sorted debris for 10% of the samples and ensuring that at least 95% of the organisms have been removed and 95% of the taxa were included in the original sort as processed by the primary contractor. 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 and hierarchical similarity shall be established for the selected samples as processed by the primary contractor. This shall be in accordance with Figure 1, Quality Control Summary.

10. 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. EcoAnalysts 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).

11. DES will provide a list of all taxa currently in the DES database to the selected contractor.

12. EcoAnalysts will perform in-house quality control (QC), re-examining sorted debris for 10% of the samples 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.

13. EcoAnalysts shall submit in-house QC reports to DES on an annual basis.

14. QC samples shall be retained by EcoAnalysts until DES has approved the QC measures described in Figure 1, Quality Control Summary. The contents of each sample will then either be discarded by Ecoanalysts after a period of three years (or earlier upon approval by the DES) or be returned to the primary contractor or the DES.

15. Taxonomy must be performed by a professional freshwater macroinvertebrate taxonomist of EcoAnalysts 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).

16. EcoAnalysts 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.

17. EcoAnalysts 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 QC sample, 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 QC sample.

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

Figure 1: Quality Control Summary

Organism Sorting Efficiency %	The quality control laboratory sorts any remaining individuals from the portion of the sample previously sorted by the original lab. Any unpicked individuals are divided by number of individuals in the original sort to perform the QC calculation. For example, if the original laboratory picked 100 individuals and the quality control lab picked 5 more, the sorting efficiency would equal 95% $[100 - ((5/100) * 100)]$.	$= 100 - ((\#I_{L2} / \#I_{L1}) * 100)$ $\#I_{L1} = \text{number of individuals sorted by the original laboratory}$ $\#I_{L2} = \text{number of individuals sorted by the QC laboratory}$
Taxa Sorting Efficiency %	The quality control laboratory sorts any remaining individuals from the portion of the sample previously sorted by the original lab. Any unpicked individuals of new taxa are divided by number of taxa in the original sort to perform the QC calculation. For example, if the original laboratory picked 100 individuals in 20 taxa and the quality control lab picked 5 more individuals, adding 1 taxa the taxa sorting efficiency would equal 95% $[100 - ((1/20) * 100)]$.	$= 100 - ((\#T_{L2} / \#T_{L1}) * 100)$ $\#T_{L1} = \text{number of taxa sorted by the original laboratory}$ $\#T_{L2} = \text{number of taxa sorted by the QC laboratory}$
Identification Difference %	Quality control performed on the taxa picked from the original sample. Identification difference is a comparison of number of individuals for each taxa for original and QC sample. The calculation performed by dividing the total number of disagreed upon taxa individuals to the total number of taxa individuals. For example if the total number of individuals for all taxa = 100 and the two laboratories disagreed on 5, then the identification accuracy would equal 95%.	$= 100 - ((\#I_{Dis} / \#I_{Total}) * 100)$ $\#I_{Dis} = \text{number of individuals identified differently by the QC laboratory compared to the original laboratory}$ $\#I_{Total} = \text{Total number of individuals identified in the sample}$
Hierarchical Difference %	Quality control performed on the taxa picked from the original sample. Hierarchical difference is a comparison of number of individuals for each taxa for original and QC sample. The calculation is performed by summing the total number of disagreed upon hierarchical taxa individuals to the total number of taxa individuals. Straight taxonomic disagreements are eliminated from this calculation. For example if the total number of individuals for all taxa = 100 and the two laboratories disagreed on the hierarchy for 5, then the hierarchal difference accuracy would equal 95%.	$= 100 - ((\#I_{DisH} / \#I_{Total}) * 100)$ $\#I_{DisH} = \text{number of individuals identified with different hierarchy by the QC laboratory compared to the original laboratory}$ $\#I_{Total} = \text{Total number of individuals identified in the sample, less any straight disagreements}$

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 EcoAnalysts, Inc. 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 \$17,480 will be paid to EcoAnalysts, Inc. For services rendered.
4. Up to five payments will be made over the five-year contract period, corresponding with the annual sample year.
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 payment will be based on the number of samples completed at a rate of \$340/ sample and no more than \$300/ year for shipping.
7. The final payment will be made upon delivery of processed QC samples and/or sample containers to the primary contractor or DES as requested by DES.

Exhibit C
Special Provisions

1. Exhibit C language:

Paragraph 14.1.1 of the Agreement is replaced with the following: "comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate; and"

CERTIFICATE OF VOTE

At a duly authorized meeting of the Board of Directors of EcoAnalysts, Inc. (the "Company"), held December 23, 2014 it was VOTED that Gary T. Lester the President of the Company, be and hereby is authorized to execute contracts and bonds in the name of and on behalf of the Company; and such execution of any contract or obligation in the Company's name on its behalf by such officer under seal of the Company, shall be valid and binding upon this Company.

I hereby certify that I am the clerk of the Company and that Gary T. Lester is the duly elected officer as stated above of the Company. This vote has not been amended or rescinded and remains in full force and effect as of the date signed below.

3-31-2015
Date

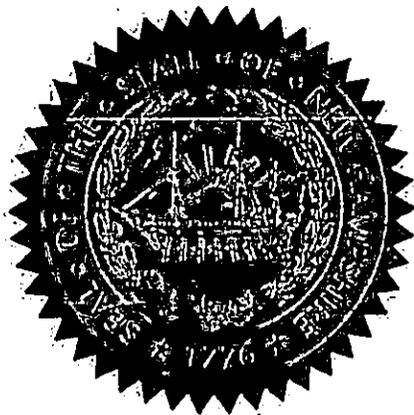

Clerk Scott Lindstrom VP/CFO

Corporate
Seal

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 EcoAnalysts, Inc, a(n) Idaho corporation, is authorized to transact business in New Hampshire and qualified on April 22, 2015. I further certify that all fees required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 27th day of April, A.D. 2015

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

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/13/2015

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 American Insurance Agency 203 E. 3rd Street Moscow ID 83843		CONTACT NAME: Cassandra Crossler PHONE (A/C No. Exp.: (208) 882-8544 FAX (A/C No.: (208) 882-7336 E-MAIL ADDRESS: CassandraC8Am-Ins.com	
INSURED EcoAnalysts Inc 1420 S Blaine St Ste 14 Moscow ID 83843-3973		INSURER(S) AFFORDING COVERAGE INSURER A: American Economy Ins Co INSURER B: American States Ins. Co INSURER C: Gemini Insurance Co INSURER D: INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 15-16 Renewal **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. INSR. WORD	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR		02CE15738590	2/6/2015	2/6/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC					
B	<input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		01CH41838890	2/6/2015	2/6/2016	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS-MADE DED. <input checked="" type="checkbox"/> RETENTION \$ 10,000		01SU38991190	2/6/2015	2/6/2016	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	01WC28453570	2/19/2015	2/19/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Errors and Omissions Professional Liability		WCPL062544	2/19/2015	2/19/2016	Each Claim \$2,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Certificate Holder Named as Additional Insured.

CERTIFICATE HOLDER Andrew.Chapman@des.hn.gov New Hampshire DES PO 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 Shawn Sullivan/SL <i>Shawn D. Sullivan</i>
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Attachment A

Average Score of Evaluators	Company/ Contact
Evaluation Element	Watershed Assessment Associates/ Kelly Nolan
Qualifications (30 pts)	28.5
Professional References (15 pts)	11.5
Sample Processing Costs (25 pts)	12.5
Miscellaneous Costs (5 pts)	4.0
Sample Processing Capacity (15 pts)	15.0
Availability (5 pts)	4.5
Internal QAQC (5 pts)	3.0
SCORE	79.0

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