



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

**Robert R. Scott, Commissioner**



August 24, 2017

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

**REQUESTED ACTION**

Authorize the Department of Environmental Services (DES) to amend a **sole source** contract (PO#1042814) with ESS Group, Inc. (VC#260958), Waltham, Massachusetts, by increasing the contract amount by \$9,655 from \$23,520 to \$33,175 for the purpose of processing and taxonomic identification of wetland macroinvertebrate samples, and extending the contract time period from September 30, 2017 to September 30, 2018, effective upon G&C approval through September 30, 2018. The original contract was approved by G&C on March 25, 2015, item #38, and amendment 1 approved by G&C on July 13, 2016, item # 24. 100% Federal Funds.

Funding is available in the account as follows.

	<u>FY '18</u>
03-44-44-442010-22050000-102-500731	\$9,655
Dept. Environmental Services, Wetland Improvement Grant, Contract for Program Services	

**EXPLANATION**

The Department of Environmental Services is requesting approval of this amendment to provide more time and funds for the contractor to process remaining biological samples and complete the required quality assurance review of those samples in support of the DES wetland biomonitoring program. This agreement is **sole source** because the amended amount is greater than 10% of the original contract and the contractor has conducted all of the processing, identification and enumeration for the prior three years of the four-year project, is in possession of all the macroinvertebrate samples, and is highly certified in the field of sample identification. The contractor was originally selected through a competitive bid process. This will cover the fourth and last year of samples collected under a specific protocol and grant-funded project.

The additional time and funds are needed to process and conduct quality assurance of samples collected from 13 additional sites in 2017 and for the required quality assurance review on the samples as dictated by the contract. Data received from this work will be used to characterize the condition of the wetlands, which will further DES's ability to develop water quality criteria necessary to conduct aquatic life use assessments in wetlands as required under the Federal Clean Water Act.

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

We respectfully request your approval.

  
Robert R. Scott, Commissioner

**Agreement for Services with the ESS Group, Inc.**  
Amendment No. 2

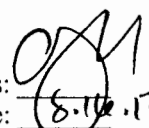
This Agreement (hereinafter called the "Amendment" dated this 16<sup>th</sup> day of August 2017, is by and between the State of New Hampshire, acting by and through its Department of Environmental Services (hereinafter referred to as the "State") and ESS Group, Inc. acting by and through its authorized representative Stephen Wood, Vice President (hereinafter referred to as the "Contractor").

WHEREAS, pursuant to an Agreement (hereinafter called the "Agreement") approved by the Governor and Council on March 25, 2015, item #38, and Amendment 1 approved by the Governor and Council on July 13, 2016, item, #24, the Grantee agreed to perform certain services upon the terms and conditions specified in the agreement and in consideration of payment by the State of certain sums as specified therein; and,

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

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

1. Amendment and Modification of Agreement: The Agreement is hereby amended as follows:
  - (A) The price limitation governing the Agreement as set forth in the agreement (line 1.8 of the General Provisions and Exhibit B, Payment Terms), shall be increased by \$9,655 from \$23,520 to \$33,175.
  - (B) The time limitation governing the Agreement as set forth in the agreement (Line 1.7 of the General Provisions) shall be extended by 12 months, from September 30, 2017 to September 30, 2018.
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 the 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: 

Date: 8.16.17

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

ESS Group, Inc.  
By Charles J. Natale  
Charles J. Natale, President and CEO

STATE OF Rhode Island  
COUNTY OF Providence

On this 16<sup>th</sup> day of August 2017, before the undersigned officer, personally appeared Charles J. Natale, President and CEO, who acknowledged himself 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

Barbara E. Cabral  
Name:  
Notary Public/Justice of the Peace  
My Commission Expires: 07/25/2021

THE STATE OF NEW HAMPSHIRE  
Department of Environmental Services

By Robert R. Scott  
Robert R. Scott, Commissioner

Approved by Attorney General this 5 day of September, 2017.

OFFICE OF ATTORNEY GENERAL

By [Signature]  
Contractor initials: [Signature]  
Date: 8.16.17

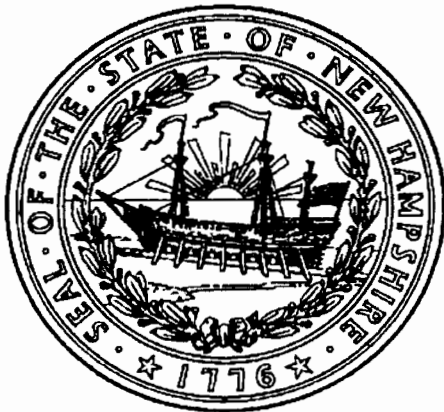
# State of New Hampshire

## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that ESS GROUP, INC. is a Delaware Profit Corporation registered to do business in New Hampshire as ESS GROUP OF DELAWARE on July 16, 2007. 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: **581137**



IN TESTIMONY WHEREOF.

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 14th day of August A.D. 2017.

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

William M. Gardner  
Secretary of State



CERTIFICATE OF AUTHORITY \_\_\_\_\_

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I, Charles J. Natale, hereby certify that I am the Sole Officer and Board member of ESS Group, Inc. which is a tradename registered with the Secretary of State (ESS Group, Inc.) under RSA 349. I certify that I am the sole owner of my business and of the tradename.

I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the business.

DATED: 8.16.17

ATTEST:

Charles J. Natale, President and CEO





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/4/2017

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

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

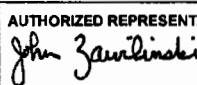
<b>PRODUCER</b> License # 1780862 <b>HUB International New England</b> 222 Milliken Boulevard Fall River, MA 02722-9946	<b>CONTACT NAME:</b> Amanda Pepin <b>PHONE (A/C, No, Ext):</b> (508) 235-2274 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> amanda.pepin@hubinternational.com	
	<b>INSURER(S) AFFORDING COVERAGE</b> <span style="float: right;">NAIC #</span>	
<b>INSURED</b>  ESS Group, Inc. 10 Hemingway Drive 2nd Floor East Providence, RI 02915	<b>INSURER A:</b> Nautilus Insurance Company <span style="float: right;">17370</span>	
	<b>INSURER B:</b> Massachusetts Bay Insurance Company <span style="float: right;">22306</span>	
	<b>INSURER C:</b> National Union Fire Insurance Company of Pittsburgh, PA <span style="float: right;">19445</span>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	

<b>COVERAGES</b>	<b>CERTIFICATE NUMBER:</b>	<b>REVISION NUMBER:</b>
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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 <input checked="" type="checkbox"/> BI/PD Ded: \$5,000  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X		ECP200751213	12/31/2016	12/31/2017	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMPIOP AGG \$ 2,000,000
							\$
B	AUTOMOBILE LIABILITY  <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ADN793857707	12/31/2016	12/31/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE  DED <input type="checkbox"/> RETENTION \$			FFX2007514	12/31/2016	12/31/2017	EACH OCCURRENCE \$ 5,000,000
							AGGREGATE \$ 5,000,000
							\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC012332148	12/31/2016	12/31/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
							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 Liab			ECP200751213	12/31/2016	12/31/2017	Each Claim 1,000,000
A	Pollution			ECP200751213	12/31/2016	12/31/2017	Each Claim 1,000,000

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

<b>CERTIFICATE HOLDER</b>  For Informational Purposes Only	<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 



**ADDITIONAL REMARKS SCHEDULE**

AGENCY <b>HUB International New England</b>		License # 1780862	NAMED INSURED <b>ESS Group, Inc. 10 Hemingway Drive 2nd Floor East Providence, RI 02915</b>
POLICY NUMBER <b>SEE PAGE 1</b>			
CARRIER <b>SEE PAGE 1</b>	NAIC CODE <b>SEE P 1</b>	EFFECTIVE DATE: <b>SEE PAGE 1</b>	

**ADDITIONAL REMARKS**  
 THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: ACORD 26 FORM TITLE: Certificate of Liability Insurance

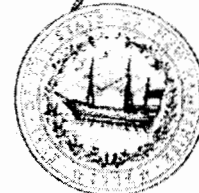
**Inland Marine**  
**Hanover - RHN533365507 - 12/31/2016-12/31/2017 Leased/Rented Equipment Limit: \$50,000**

Amendment 1  
Sandy Crystall



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

Thomas S. Burack, Commissioner



June 27, 2016

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

APPROVED G & C

DATE 7/13/16

ITEM # 27

**REQUESTED ACTION**

Authorize the Department of Environmental Services (DES) to **retroactively** amend a **sole source** contract (PO#1042814) with ESS Group, Inc. (VC#260958), Waltham, Massachusetts, by increasing the contract amount by \$5,880 from \$17,640 to \$23,520 for the purpose of processing wetland macroinvertebrate samples and taxonomic identification of macroinvertebrates, and extending the contract time period from June 30, 2016 to September 30, 2017, effective upon G&C approval through September 30, 2017. The original contract was approved by G&C on March 25, 2015, item #38. 100% Federal Funds.

Funding is available in the account as follows.

	<u>FY '17</u>
03-44-44-442010-22050000-102-500731	\$5,880
Dept. Environmental Services, Wetland Improvement Grant, Contract for Program Services	

**EXPLANATION**

The Department of Environmental Services is requesting approval of this amendment to allow the contractor more time and funds to process additional biological samples and complete the required quality assurance review of those samples in support of the DES wetland biomonitoring program. This agreement is **sole source** because the amended amount is greater than 10% of the original contract and the contractor has conducted all of the processing, identification and enumeration to date, is in possession of all the macroinvertebrate samples, and is highly certified in the field of sample identification. This amendment is **retroactive** because review and approval of final data from the contractor took longer than anticipated before the amendment process began. In addition changes in the contractor's organization required the submission of different documentation than was provided initially.

The additional time and funds are needed to allow for the processing and quality assurance of samples collected from up to eight additional sites this summer and to conduct the required quality assurance review on the samples as dictated by the contract. Data received from this work will be used to characterize the condition of the wetlands, which will further DES's ability to develop water quality criteria necessary to conduct aquatic life use assessments in wetlands as required under the Federal Clean Water Act.

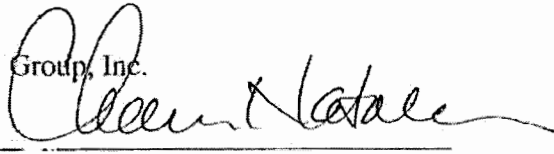
In the event that Federal Funds become no longer available, General Funds will not be requested to support this project. The amendment has been approved by the Office of the Attorney General as to form, execution, and content.

We respectfully request your approval.

  
Thomas S. Burack, Commissioner



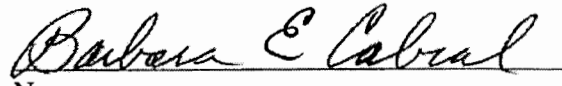
IN WITNESS WHEREOF, the parties have hereunto set their hands as of the day and year first above written.

ESS Group, Inc.  
By   
Charles J. Natale, President and CEO


STATE OF ~~Massachusetts~~ Rhode Island  
COUNTY OF ~~Worcester~~ Providence

On this 13 day of June 2016, before the undersigned officer, personally appeared Charles J. Natale, President and CEO, who acknowledged himself 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

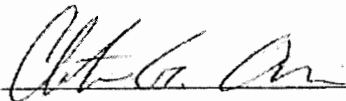
  
Name:  
Notary Public/Justice of the Peace  
My Commission Expires: 07/25/2017

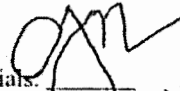
THE STATE OF NEW HAMPSHIRE  
Department of Environmental Services

By   
for Thomas S. Burack, Commissioner

Approved by Attorney General this 17<sup>th</sup> day of June, 2016.

OFFICE OF ATTORNEY GENERAL

By 

Contractor initials:   
Date: 6.13.16

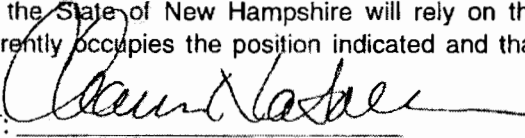


**CERTIFICATE OF AUTHORITY** \_\_\_\_\_

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I, Charles J. Natale, hereby certify that I am the Sole Officer and Board member of ESS Group, Inc. which is a tradename registered with the Secretary of State (ESS Group, Inc.) under RSA 349. I certify that I am the sole owner of my business and of the tradename.

I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the business.

DATED: June 13, 2016 ATTEST: 

Charles J. Natale, President and CEO



The State of New Hampshire  
**Department of Environmental Services**

Thomas S. Burack, Commissioner



February 5, 2015

Her Excellency, Governor Margaret Wood Hassan  
And the Honorable Council  
State House  
Concord, NH 03301

APPROVED G & C  
DATE 3/25/15  
ITEM # 38

**REQUESTED ACTION**

Authorize the Department of Environmental Services (DES) to enter into a contract with ESS Group Inc., Waltham, Massachusetts (VC#260958) in the amount of \$17,640 for the purpose of processing benthic macroinvertebrate samples from wetlands and conducting taxonomic identification, effective upon Governor and Council approval through June 30, 2016. 100% Federal Funds.

Funding is available in the following account:

03-44-44-442010-22050000-102-500731  
Dept. Environmental Services, Wetland Improvement Grant, Contract for Program Services

FY 2015  
\$17,640

**EXPLANATION**

DES is developing a wetlands biomonitoring program with the support of wetland program development grant funds from the US Environmental Protection Agency. This biomonitoring program involves collecting aquatic macroinvertebrates to assess the health of the wetlands from which they are collected. The requested contract will provide for the consistent processing and taxonomic identification and enumeration of these macroinvertebrate samples. Data obtained from this work will be used to characterize the condition of the wetlands which will further DES's ability to develop water quality criteria necessary to conduct aquatic life use assessments in wetlands as required under the Federal Clean Water Act.

The funding source to be used to pay expenses related to these activities is a wetland program development grant awarded to DES to assist in the development of wetland assessment methods.

In order to procure the services herein, DES issued a Request for Proposals (RFP) for Sample Processing and Identification of Wetland Macroinvertebrates. DES received three responses to the RFP, including: ESS Group, Inc. of Waltham, Massachusetts; Lotic Inc./Watershed Assessment Associates Inc., of Belfast, Maine; and Normandeau Associates of Stowe, Pennsylvania.

DES conducted an internal review and assessment of proposals. The criteria for rating the firms

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



Subject: Wetland Macroinvertebrate ID 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 NH Dept of Environmental Services		1.2 State Agency Address 29 Hazen Dr, PO Box 95, Concord, NH03302-0095	
1.3 Contractor Name ESS Group, Inc		1.4 Contractor Address 100 Fifth Ave, 5th floor, Waltham, MA 02451	
1.5 Contractor Phone Number (401) 330-1204	1.6 Account Number 03-44-44-442010-2205-101	1.7 Completion Date June 30, 2016	1.8 Price Limitation \$17,640
1.9 Contracting Officer for State Agency Sandra Crystall, Wetland Monitoring Project Manager		1.10 State Agency Telephone Number (603) 271-2471	
1.11 Contractor Signature <i>Stephen Wood</i>		1.12 Name and Title of Contractor Signatory STEPHEN WOOD VICE PRESIDENT	
1.13 Acknowledgement: State of <u>RI</u> , County of <u>PROVIDENCE</u> On <u>7/16/15</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] <i>Lena M. Burghardt</i> JAP: 7/16/17			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Lena M. Burghardt, NOTARY</u>			
1.14 State Agency Signature <i>Vicki V. Quiram</i>		1.15 Name and Title of State Agency Signatory <u>Vicki V. 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: <i>Laura</i> On: <u>3/13/2015</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

**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

**Exhibit A**  
**Scope of Services**

1. ESS Group, Inc. will receive macroinvertebrate samples from DES staff at a common meeting area in Concord, New Hampshire or a mutually agreeable location.
2. A signed chain of custody form will be completed to document sample transfer.
3. In general, sample transfer will be completed no later than September of the sampling year or within two weeks of DES's notification of the samples being available post-field season, if later than September.
4. ESS Group Inc. will complete sorting and subsampling as outlined in the proposal and Standard Operating Guidelines for Freshwater Macroinvertebrate Sorting, and Standard Operating Guidelines for Freshwater Macroinvertebrate Subsampling Using the Imhoff Cone Method dated January 6, 2015, and the Maine DEP *Methods for Biological Sampling and Analysis of Maine's Rivers and Streams* (Davies and Tsomides, 2002). Subsampling may be performed on samples if the mean number of organisms in a sample exceeds 500 and subsampling will yield at least 100 organisms *per sample*. Should the two documents conflict, the ESS Group, Inc. shall seek clarification from the DES project manager.
5. ESS Group Inc. will complete macroinvertebrate processing identification and enumeration according to the attached proposal and Standard Operating Guidelines for sorting and subsampling, revised December 2014.
6. A voucher of three individuals (when possible) for each identified taxa will be maintained by ESS Group, Inc. throughout the term of the contract. A second voucher collection of similar nature will be supplied to DES at the end of the contract.
7. Quality assurance/quality control measures for sorting and identification will be maintained by ESS Group, Inc. as outlined in the proposal and standard operating guidelines revised January 6, 2015. DES may request 10% of the sorted or enumerated samples for external QC. Failure to meet QA/QC standards must be reported to DES and could result in sample reprocessing at the expense of ESS Group, Inc. Repetitive QA/QC failures could result in contract termination by DES.
8. All sorting, identification, and enumeration work will be completed by the ESS Group, Inc. and the taxonomic reports submitted to DES by March 31 of the year following the receipt of the samples or no later than three months following receipt of samples received later than December 31.
9. Taxonomic reports (copies of lab bench sheets) will be submitted to DES in hard copy and electronic format (designated Excel spreadsheet provided by DES).
10. Sorted samples and unsorted debris for each sample shall be retained by the contractor until the DES has approved the QC measures detailed above. The contents of each sample will then either be discarded by the contractor after a period of three years (or earlier upon written approval by the DES) or be returned to the DES. Upon written approval, unsorted debris, organisms and preservatives will be disposed of by ESS group at no additional cost.
11. A list of taxa identified in each year shall be provided in electronic format (e.g, Excel spreadsheet) to the DES project manager.

Contractor initials SW  
Date 1/20/15

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

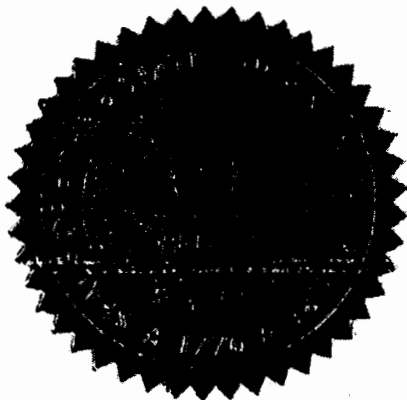
1. In Paragraph 14 (Insurance), Sub-Paragraph 14.1.1. of the General Provisions, the comprehensive general liability insurance required shall be reduced to \$1,000,000 per occurrence.
2. In Paragraph 14 (Insurance), Sub-Paragraph 14.1.2. of the General Provisions shall not apply to this agreement.
3. Federal funds paid under this agreement are from a grant to the state from the US Environmental Protection Agency, Wetland Program Development Grants, under CDFA# 96179201. All applicable requirements, regulations, provisions, terms and conditions of this Federal grant are hereby adopted in full force and effect to the relationship between the Department and the grantee. Additionally the Grantee shall comply with the terms of the Federal Funding Accountability and Transparency Act (FFATA) by providing DES with their Data Universal Numbering System (DUNS) number.

Contractor initials SW  
Date 1/26/15

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 ESS Group, Inc. doing business in New Hampshire as ESS Group of Delaware, a(n) Delaware corporation, is authorized to transact business in New Hampshire and qualified on July 16, 2007. I further certify that all fees and annual reports 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 16<sup>th</sup> day of January, A.D. 2015

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

William M. Gardner  
Secretary of State





The State of New Hampshire  
**Department of Environmental Services**

**Thomas S. Burack, Commissioner**

*Original approval  
Sandy Crystall*



February 5, 2015

Her Excellency, Governor Margaret Wood Hassan  
And the Honorable Council  
State House  
Concord, NH 03301

APPROVED G & C  
DATE 3/25/15  
ITEM # 38

**REQUESTED ACTION**

Authorize the Department of Environmental Services (DES) to enter into a contract with ESS Group Inc., Waltham, Massachusetts (VC#260958) in the amount of \$17,640 for the purpose of processing benthic macroinvertebrate samples from wetlands and conducting taxonomic identification, effective upon Governor and Council approval through June 30, 2016. 100% Federal Funds.

Funding is available in the following account:

03-44-44-442010-22050000-102-500731  
Dept. Environmental Services, Wetland Improvement Grant, Contract for Program Services

FY 2015  
\$17,640

**EXPLANATION**

DES is developing a wetlands biomonitoring program with the support of wetland program development grant funds from the US Environmental Protection Agency. This biomonitoring program involves collecting aquatic macroinvertebrates to assess the health of the wetlands from which they are collected. The requested contract will provide for the consistent processing and taxonomic identification and enumeration of these macroinvertebrate samples. Data obtained from this work will be used to characterize the condition of the wetlands which will further DES's ability to develop water quality criteria necessary to conduct aquatic life use assessments in wetlands as required under the Federal Clean Water Act.

The funding source to be used to pay expenses related to these activities is a wetland program development grant awarded to DES to assist in the development of wetland assessment methods.

In order to procure the services herein, DES issued a Request for Proposals (RFP) for Sample Processing and Identification of Wetland Macroinvertebrates. DES received three responses to the RFP, including: ESS Group, Inc. of Waltham, Massachusetts; Lotic Inc./Watershed Assessment Associates Inc., of Belfast, Maine; and Normandeau Associates of Stowe, Pennsylvania.

DES conducted an internal review and assessment of proposals. The criteria for rating the firms

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



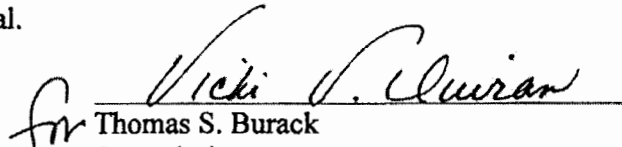
Her Excellency, Governor Margaret Wood Hassan  
and The Honorable Council

Page 2 of 2

addressed qualifications, including experience and certifications, cost, availability, and references, are shown in Attachment A. ESS Group, Inc. was the top choice of the reviewers.

The contract includes a not-to-exceed amount of \$17,640 for the proposed work. In the event that Federal Funds become no longer available, General Funds will not be requested to support the project. This agreement has been approved by the Office of the Attorney General as to form, execution and content.

We respectfully request your approval.

  
for Thomas S. Burack  
Commissioner

Subject: Wetland Macroinvertebrate ID 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>NH Dept of Environmental Services</u>		1.2 State Agency Address <u>29 Hazen Dr, PO Box 95, Concord, NH03302-0095</u>	
1.3 Contractor Name <u>ESS Group, Inc</u>		1.4 Contractor Address <u>100 Fifth Ave, 5th floor, Waltham, MA 02451</u>	
1.5 Contractor Phone Number <u>(401) 330-1204</u>	1.6 Account Number <u>03-44-44-442010-2205-102</u>	1.7 Completion Date <u>June 30, 2016</u>	1.8 Price Limitation <u>\$17,640</u>
1.9 Contracting Officer for State Agency <u>Sandra Crystall, Wetland Monitoring Project Manager</u>		1.10 State Agency Telephone Number <u>(603) 271-2471</u>	
1.11 Contractor Signature <u>Stephen Wood</u>		1.12 Name and Title of Contractor Signatory <u>STEPHEN WOOD VICE PRESIDENT</u>	
1.13 Acknowledgement: State of <u>RI</u> , County of <u>Providence</u> On <u>7/16/15</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] <u>Lena M. Burghardt</u> , exp: <u>7/16/17</u>			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Lena M. Burghardt, NOTARY</u>			
1.14 State Agency Signature <u>Vicki V. Quiram</u>		1.15 Name and Title of State Agency Signatory <u>Vicki V. 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: <u>[Signature]</u> On: <u>3/13/2015</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.

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.

**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

Contractor Initials SBG  
Date 1/16/15

**Exhibit A**  
**Scope of Services**

1. ESS Group, Inc. will receive macroinvertebrate samples from DES staff at a common meeting area in Concord, New Hampshire or a mutually agreeable location.
2. A signed chain of custody form will be completed to document sample transfer.
3. In general, sample transfer will be completed no later than September of the sampling year or within two weeks of DES's notification of the samples being available post-field season, if later than September.
4. ESS Group Inc. will complete sorting and subsampling as outlined in the proposal and Standard Operating Guidelines for Freshwater Macroinvertebrate Sorting, and Standard Operating Guidelines for Freshwater Macroinvertebrate Subsampling Using the Imhoff Cone Method dated January 6, 2015, and the Maine DEP *Methods for Biological Sampling and Analysis of Maine's Rivers and Streams* (Davies and Tsomides, 2002). Subsampling may be performed on samples if the mean number of organisms in a sample exceeds 500 and subsampling will yield at least 100 organisms *per sample*. Should the two documents conflict, the ESS Group, Inc. shall seek clarification from the DES project manager.
5. ESS Group Inc. will complete macroinvertebrate processing identification and enumeration according to the attached proposal and Standard Operating Guidelines for sorting and subsampling, revised December 2014.
6. A voucher of three individuals (when possible) for each identified taxa will be maintained by ESS Group, Inc. throughout the term of the contract. A second voucher collection of similar nature will be supplied to DES at the end of the contract.
7. Quality assurance/quality control measures for sorting and identification will be maintained by ESS Group, Inc. as outlined in the proposal and standard operating guidelines revised January 6, 2015. DES may request 10% of the sorted or enumerated samples for external QC. Failure to meet QA/QC standards must be reported to DES and could result in sample reprocessing at the expense of ESS Group, Inc. Repetitive QA/QC failures could result in contract termination by DES.
8. All sorting, identification, and enumeration work will be completed by the ESS Group, Inc. and the taxonomic reports submitted to DES by March 31 of the year following the receipt of the samples or no later than three months following receipt of samples received later than December 31.
9. Taxonomic reports (copies of lab bench sheets) will be submitted to DES in hard copy and electronic format (designated Excel spreadsheet provided by DES).
10. Sorted samples and unsorted debris for each sample shall be retained by the contractor until the DES has approved the QC measures detailed above. The contents of each sample will then either be discarded by the contractor after a period of three years (or earlier upon written approval by the DES) or be returned to the DES. Upon written approval, unsorted debris, organisms and preservatives will be disposed of by ESS group at no additional cost.
11. A list of taxa identified in each year shall be provided in electronic format (e.g, Excel spreadsheet) to the DES project manager.

Contractor initials SW  
Date 1/26/15

**Exhibit B**  
**Payment Terms**

1. Payment to ESS Group, Inc. by DES will be made quarterly based on work completed on samples and data received by the DES Wetland Monitoring Project Manager. A total of not more than \$17,640 will be paid to ESS Group, Inc. for services rendered.
2. Payments will be based on the number of samples sorted, processed and enumerated in accordance with quality control requirements at the following rates as outlined in the proposal and letter of December 19, 2014 with the subject of "Pricing Details for Sample Processing and Identification of Wetland Macroinvertebrates."

Number of Organisms	Price*
0-100	\$205/sample
101-300	\$225/sample
301 or greater	\$245/sample

\*Includes archiving samples at ESS office for up to three years.

3. No payment will be made until the taxonomic data completed in the quarter have been received and approved by the DES project manager.
4. The failure of quality control standards may result in quarterly payment being withheld until the balance of samples are reprocessed to ensure quality control requirements are met.

Contractor initials SW  
Date 1/26/15



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

1. In Paragraph 14 (Insurance), Sub-Paragraph 14.1.1. of the General Provisions, the comprehensive general liability insurance required shall be reduced to \$1,000,000 per occurrence.
2. In Paragraph 14 (Insurance), Sub-Paragraph 14.1.2. of the General Provisions shall not apply to this agreement.
3. Federal funds paid under this agreement are from a grant to the state from the US Environmental Protection Agency, Wetland Program Development Grants, under CDFR# 96179201. All applicable requirements, regulations, provisions, terms and conditions of this Federal grant are hereby adopted in full force and effect to the relationship between the Department and the grantee. Additionally the Grantee shall comply with the terms of the Federal Funding Accountability and Transparency Act (FFATA) by providing DES with their Data Universal Numbering System (DUNS) number.

Contractor initials SW  
Date 1/26/15

CERTIFICATE OF AUTHORITY

At a duly authorized meeting of the Board of Directors of ESS Group, Inc.  
(Name of Corporation)

held on 1/2/15 it was VOTED that:  
(Date)

STEPHEN B. WOOD  
(Name)

VICE PRESIDENT  
(Officer)

of this corporation, be and he/she hereby is authorized is authorized to submit bids and proposals, execute contracts, deeds and bonds, in the name and on behalf of said corporation, and affix its corporate seal hereto; and such execution of any contract, deed or obligation in this corporation's name on its behalf by such VICE PRESIDENT under seal of the Company shall be valid and binding upon this corporation.  
(Officer)

A True Copy,

ATTEST:

Charles Natale

TITLE:

PRESIDENT & CEO

PLACE OF BUSINESS:

10 FLEMINGWAY DRIVE  
EPST PROVIDENCE, RI

DATE OF THIS CERTIFICATE:

1/15/15

I hereby certify that I am the Clerk of the

ESS GROUP, INC.

That

STEPHEN B. WOOD  
(Name)

is the duly elected

(Corporation)

VICE PRESIDENT  
(Office)

of

said corporation, and that the above vote has not been amended or rescinded and remains in full force and effect as of the date of this contract.

Charles Natale

(Clerk)

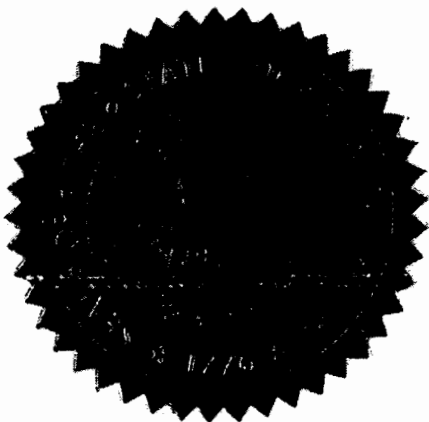
CORPORATE SEAL:

Notary: Lenam. Burghardt  
Lenam. Burghardt  
exp. 7/16/15

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 ESS Group, Inc. doing business in New Hampshire as ESS Group of Delaware, a(n) Delaware corporation, is authorized to transact business in New Hampshire and qualified on July 16, 2007. I further certify that all fees and annual reports 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 16<sup>th</sup> day of January, A.D. 2015

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

William M. Gardner  
Secretary of State

Client#: 139359

ESSGROUPIN

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/12/2015

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> HUB International New England 222 Milliken Blvd Fall River, MA 02722 508 235-2200	<b>CONTACT NAME:</b> Amanda Peplin <b>PHONE (A/C No, Ext):</b> 508-235-2274 <b>E-MAIL ADDRESS:</b> amanda.peplin@hubinternational.com	<b>FAX (A/C, No):</b> 866-379-3254
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> ESS Group, Inc. 10 Hemingway Drive 2nd Floor East Providence, RI 02915	<b>INSURER A:</b> Nautilus Ins Co	
	<b>INSURER B:</b> Beacon Mutual Insurance Co	
	<b>INSURER C:</b> Argonaut Insurance Co.	
	<b>INSURER D:</b> Massachusetts Bay Insurance Co	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE 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 WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>BI/PPD Ded:\$5,000</b> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		ECP200751212	12/31/2014	12/31/2015	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPROP AGG \$2,000,000 \$
D	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		ADN793857707	12/31/2014	12/31/2015	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$		FFX200751414	12/31/2014	12/31/2015	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		27337 WC927538262174	12/31/2014	12/31/2015	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	<b>Professional Liab</b> <b>Pollution Liab</b>		ECP200751212 ECP200751212	12/31/2014 12/31/2014	12/31/2015 12/31/2015	\$1,000,000 \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
Workers Compensation includes State of Rhode Island, New Hampshire, New Jersey, Massachusetts, Virginia.  
Project: Wetland Macroinvertebrate

**CERTIFICATE HOLDER**

**CANCELLATION**

New Hampshire Department of Environmental Services 28 Hazen Drive PO Box 95 Concord, NH 03302-0095	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 
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