



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

REQUESTED ACTION

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.

Table with 5 columns: FY'16, FY'17, FY'18, FY'19, FY'20. Row 1: 03-44-44-442010-7602-102-500731, \$2,680, \$2,680, \$4,040, \$4,040, \$4,040. Row 2: 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

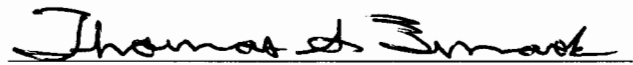


by two DES staff using a standardized scoring matrix based upon the qualification elements in the RFP. Possible total scores ranged from 0 to 100. See attachment A for average scores according to each qualification element and total score.

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

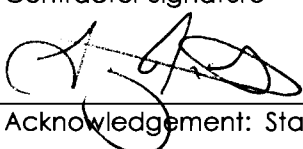
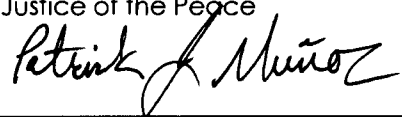
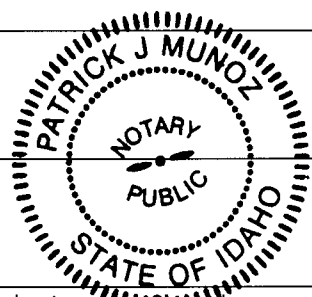


Subject: Biomonitoring Macroinvertebrate Quality Control Contract

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 Patrick J. Munoz, Notary Public			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Thomas S. Burack, Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: <u>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.

Contractor Initials
Date 3-31-15

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 or 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

<p>Organism Sorting Efficiency %</p>	<p>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% $[100 - ((5/100) * 100)]$.</p>	<p>$= 100 - ((\#I_2 / \#I_1) * 100)$ $\#I_1$ = number of individuals sorted by the original laboratory $\#I_2$ = number of individuals sorted by the QC laboratory</p>
<p>Taxa Sorting Efficiency %</p>	<p>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% $[100 - ((1/20) * 100)]$.</p>	<p>$= 100 - ((\#T_2 / \#T_1) * 100)$ $\#T_1$ = number of taxa sorted by the original laboratory $\#T_2$ = number of taxa sorted by the QC laboratory</p>
<p>Identification Difference %</p>	<p>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%.</p>	<p>$= 100 - ((\#I_{Dis} / \#I_{Total}) * 100)$ $\#I_{Dis}$ = number of individuals identified differently by the QC laboratory compared to the original laboratory $\#I_{Total}$ = Total number of individuals identified in the sample</p>
<p>Hierarchical Difference %</p>	<p>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 hierarchical difference accuracy would equal 95%.</p>	<p>$= 100 - ((\#I_{DisH} / \#I_{Total}) * 100)$ $\#I_{DisH}$ = number of individuals identified with different hierarchy by the QC laboratory compared to the original laboratory $\#I_{Total}$ = Total number of individuals identified in the sample, less any straight disagreements</p>

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 "Wm 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).

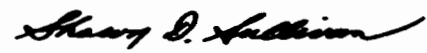
PRODUCER American Insurance Agency 203 E. 3rd Street Moscow ID 83843	CONTACT NAME: Cassandra Crossler PHONE (A/C No. Ext): (208) 882-8544 FAX (A/C No.): (208) 882-7336 E-MAIL ADDRESS: CassandraC@Am-Ins.com																					
	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A</td> <td>American Economy Ins Co</td> <td></td> </tr> <tr> <td>INSURER B</td> <td>American States Ins. Co</td> <td></td> </tr> <tr> <td>INSURER C</td> <td>Gemini Insurance Co</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A	American Economy Ins Co		INSURER B	American States Ins. Co		INSURER C	Gemini Insurance Co		INSURER D:			INSURER E:			INSURER F:	
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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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS			
A	GENERAL LIABILITY			02CE15738590	2/6/2015	2/6/2016	EACH OCCURRENCE \$ 1,000,000			
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000			
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000			
	GEN'L AGGREGATE LIMIT APPLIES PER:									PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC									GENERAL AGGREGATE \$ 2,000,000
										PRODUCTS - COM/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY			01CH41838890	2/6/2015	2/6/2016	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000			
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$			
	<input type="checkbox"/> ALL OWNED AUTOS	<input checked="" type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident) \$			
	<input checked="" type="checkbox"/> HIRED AUTOS	<input checked="" type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$			
							Medical payments \$ 5,000			
							EACH OCCURRENCE \$ 1,000,000			
B	<input checked="" type="checkbox"/> UMBRELLA LIAB			01SU38991190	2/6/2015	2/6/2016	AGGREGATE \$ 1,000,000			
	<input type="checkbox"/> EXCESS LIAB	<input checked="" type="checkbox"/> CLAIMS-MADE								
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000									
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			01WC28453570	2/19/2015	2/19/2016	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER			
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$ 500,000			
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000			
							E.L. DISEASE - POLICY LIMIT \$ 500,000			
C	Errors and Omissions Professional Liability			VCPL062544	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 

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