



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

0 MAY03'23 AM10:12 RCU



LOW

**Robert R. Scott, Commissioner**

April 21, 2023

70

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

**REQUESTED ACTION**

Authorize the Department of Environmental Services (NHDES) to enter into an agreement with Watershed Assessment Associates, LLC (VC#264837-B001), Schenectady, NY, in the amount of \$192,690 for the purpose of processing aquatic benthic samples and taxonomic identification for the NHDES Biomonitoring Program effective as of July 1, 2023, through May 31, 2028, upon Governor and Council approval. 100% Federal Funds.

Funding is available in the account as follows with the authority to adjust encumbrances in each of the State Fiscal years through the Budget Office if needed and justified. Funding for fiscal years 2024-2028 is contingent upon continuing appropriations and availability of funds.

03-44-44-442010-7602-102-500731

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

<u>FY24</u>	<u>FY25</u>	<u>FY26</u>	<u>FY27</u>	<u>FY28</u>
\$38,538	\$38,538	\$38,538	\$38,538	\$38,538

**EXPLANATION**

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

Competitive bids were solicited via email and from the NH Administrative Services website. Two bids were received. The lowest bid had a cost of \$197.50 (100 organism count) and \$222.50 (300 organism count) per sample or \$192,690 for the life of the five-year contract. The annual cost is estimated to be \$38,538. The NHDES 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 Watershed Assessment Associates, LLC was evaluated and scored by two DES staff using a standardized scoring matrix based upon the qualification elements in the RFP. Possible total scores ranged from 0 to 100. See Attachment A for average scores according to each qualification element and total score.

Watershed Assessment Associates, LLC has excellent credentials and have proven to be capable of delivering the services as proposed in a timely manner for similar projects both at the state and national level. Watershed

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

Page 2 of 2

Assessment Associates, LLC has provided services to the State of New Hampshire since 2015 with a high-level of success.

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

We respectfully request your approval of this item.

  
\_\_\_\_\_  
Robert R. Scott, Commissioner

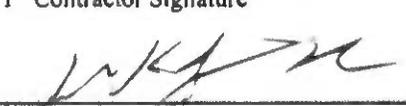
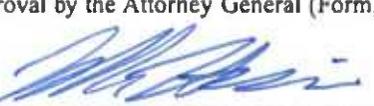
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

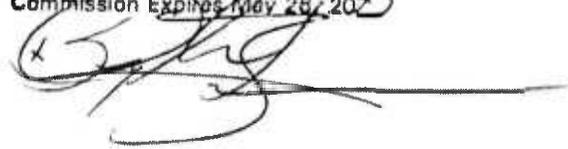
The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive, Concord, NH 03302-0095	
1.3 Contractor Name Watershed Assessment Associates, LLC		1.4 Contractor Address 1861 Chrisler Ave., Schenectady, NY 12303	
1.5 Contractor Phone Number 518-346-0225	1.6 Account Number 03-44-44-442010-7602-102	1.7 Completion Date May 31, 2028	1.8 Price Limitation \$192,690
1.9 Contracting Officer for State Agency Andy Chapman		1.10 State Agency Telephone Number 603-271-5334	
1.11 Contractor Signature  Date: 3/20/23		1.12 Name and Title of Contractor Signatory John K. Nolan President, Dir. of Environ. Services	
1.13 State Agency Signature  Date: 4/25/23		1.14 Name and Title of State Agency Signatory Robert R. Scott, Commissioner, NHDDES	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 4/30/2023			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Before me, personally appeared  
John K. Nolan and  
Sworn to before me this 20 day  
of MARCH, 2023

Shylla Beyer  
Notary Public, State of New York  
Qualified in Saratoga County  
No. 01BE6325404  
Commission Expires May 26, 2023  


**2. 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, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("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 affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT A, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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. The Contractor 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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

**9. TERMINATION.**

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and

submit to the State a Transition Plan for services under the Agreement.

**10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.**

10.1 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.

10.2 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.

10.3 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.

**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.**

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

**13. INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor Initials

Date

*[Handwritten Signature]*  
*[Handwritten Date: 8/24/03]*

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial 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 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

#### 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. The 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. **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.

17. **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 unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. **CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT B) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT B) shall control.

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 or modifying 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 with respect to the subject matter hereof.

**Exhibit A**  
**Special Provisions**

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

Contractor Initials   
Date 7/20/13

**Exhibit B**  
**Scope of Services**

1. Watershed Assessment Associates, LLC (WAA) must have the capacity to perform the required work in a timely fashion and meet a schedule detailing sample transfer, sample processing, draft data transfer, QC sample transfer and final data transfer proposed by WAA and approved by the New Hampshire Department of Environmental Services (DES) prior to any transfer of samples. Failure to agree upon a schedule or meet the agreed upon schedule could result in contract termination.

2. In general, sample transfer will be completed no later than November of the sampling year or within two weeks of DES's notification of the samples being available post-field season if other than November. On occasion, there may be samples transferred to WAA in months other than November. Should this occur, DES will work with WAA on a reasonable schedule for completion of sample processing.

3. Data for collected samples transferred in November will be provided to DES in an electronic (MS Excel) by the end of February (90-day turnaround) for a given sample year or as specified in the agreed upon schedule for samples not transferred in November.

4. QC samples for samples transferred in November will be transferred to DES or the QC contractor by mid- March (105-day turnaround) for a given sample year or as specified in the agreed upon schedule for samples not transferred in November.

5. If QC samples do not pass QC measures, WAA will correct any failures and rectify data within one or more months, as provided in the agreed upon schedule and at the discretion of and with no additional cost to DES.

6. Watershed Assessment Associates, LLC (WAA) will receive macroinvertebrate samples from DES staff at a common meeting area in Concord, New Hampshire, or a mutually agreeable location.

7. A signed chain of custody form will be completed to document sample transfer.

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

DES requires that the entire sample rep be homogenized and spread evenly over a gridded tray. A minimum of one-quarter (25%) of the tray's grids must be randomly selected for sorting. All material contained within the selected grids must then be transferred to a separate sorting tray. From this sub-sample, all the target organisms are then removed for identification. For each sample, a minimum number of organisms (100 or 300, depending on sample type) will be required. If the subsample is found to have the minimum number of organisms, then sorting is complete. If the minimum number of organisms 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 minimum organism target is reached. Once a set of grids is selected for sorting, then the selected grid in its entirety must be completed, regardless of the total number of organisms.

9. Enumeration and identification are accomplished by counting and identifying each organism to the lowest reasonable taxonomic category with a genus minimum, species preferred where possible. All Chironomidae and Oligochaeta will be identified to the lowest possible taxon (usually to genus/species). Chironomidae are to be mounted on slides for identification if identification level will be to genus or lower. Class Nemata, Class Nemertea will be identified to Phylum. WAA will consult with the DES

*[Handwritten Signature]*  
*[Handwritten Date: 3/20/07]*

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) or most current and agreed upon taxa names.

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

11. WAA will perform in-house quality control (QC), re-examining sorted debris for 10% of the samples as selected by WAA and ensure that at least 95% of the organism have been removed and 95% of the taxa were included in the original sort.

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

13. WAA will submit QC samples (sorted debris for 10% of samples and complete voucher set inclusive of all organisms identified each year) to a qualified outside laboratory (QC contractor), as identified by DES. QC samples will be selected by DES and must be provided / shipped to the QC contractor by mid-March for a given sample year. DES also reserves the right to have QC samples shipped to DES prior to being sent to the QC contractor. If this occurs, DES will cover the shipping costs from DES to the QC contractor. Quality control (QC) for sorting efficiency and organism identification will be maintained as follows:

a) Rechecking 10% of the sample lot for sorting efficiency. The sorting efficiency samples will be provided to a separate, qualified DES selected laboratory. Rechecking will include a DES selected QC laboratory re-examining sorted debris for 10% of the samples as selected by the DES and ensuring that at least 95% of the organisms have been removed. Any disagreements to the sorting efficiency will be rectified between the contractors and DES.

b) Evaluation of a blind QC voucher set based upon the organisms found in the samples for a given year for identification. The blind QC voucher set will be provided to a separate, qualified DES selected laboratory. Less than 10% disagreement prior to reconciliation will be considered acceptable as a QC requirement. Any disagreements in the identification of organisms in the QC voucher set will be rectified between the contractors and DES.

c) DES will notify the selected contractor of any QC failures. Adjustments to the full dataset reflective of the sorting efficiency and organism identification reconciliation will occur between WAA and DES to finalize the dataset.

14. DES will provide all data reports from the QC contractor to WAA on an annual basis.

15. Failure to meet any of the QC requirements for samples processed by the QC contractor for a particular sample will result in sample reprocessing by WAA. Costs associated with reprocessing samples will be assumed by WAA. Repetitive QC failures could result in reprocessing of multiple samples or contract termination. Final decisions on QC matters are at the discretion of the DES after consultation with WAA and the QC contractor.

16. Sorted samples and unsorted debris for each sample shall be retained by WAA until DES has approved the QC measures detailed above. The contents of each sample will then either be discarded by WAA after a period of three years (or earlier upon approval by the DES) or be returned to the DES.

17. Taxonomy must be performed by a professional freshwater macroinvertebrate taxonomist of WAA that, at a minimum, holds and maintains for the duration of the contract a certification from the Society of Freshwater Science for eastern genera in group 1 (Crustacea and Arthropods other than EPT and Chironomidae), group 2 (Ephemeroptera, Plecoptera, and Trichoptera nymphs and larvae only) and group 3 (Chironomidae larvae only).

18. WAA must specify if an external contractor is to be used, provide qualifications for DES approval and notify DES if any deviation from these terms is proposed for DES approval during the contract.

19. WAA will provide to DES, one taxonomic voucher collection. Voucher collections will consist of one to three specimens for each taxon identified during the contract period. These will be identified with a cross reference number in a separate MS Excel datafile. The voucher collection and MS Excel datafile shall be transferred to and approved by DES for adequacy each year prior to or during the annual sample transfer.

20. WAA will provide internal QC documents to DES demonstrating internal QC requirements are being achieved.

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

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

**Exhibit C**  
**Contract Price and Method of Payment**

1. All services shall be performed to the satisfaction of DES before payment is made.
2. Payment to Watershed Assessment Associates, LLC. by DES will be made upon annual completion of taxonomic services, submission of agreed upon annual deliverables as outlined Exhibit A to the DES biomonitoring program and upon receipt of an associated invoice.
3. A total of no more than \$192,690 will be paid to Watershed Assessment Associates, LLC. for services rendered.
4. Up to seven payments (five for routine samples, submitted in November and two for other samples, submitted outside of November, if necessary) will be made over the five-year contract period.
5. No payment will be made until the taxonomic data has been received, reviewed, and approved by the DES biomonitoring program.
6. All payments with exception of the final payments will be based on the number of samples completed at a rate of \$197.50/ sample (100 organism count)/ \$222.50 (300 organism count) and no more than \$525/ year for shipping and development of voucher collection expenses.
7. The final payment covering the final year of samples collected will be made after receiving the final taxonomic voucher collection approved by DES.

*[Handwritten Signature]*  
*[Handwritten Date]*

# State of New Hampshire

## Department of State

### CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that WATERSHED ASSESSMENT ASSOCIATES, LLC is a New York Limited Liability Company registered to transact business in New Hampshire on March 31, 2015. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 723514

Certificate Number: 0006182151



IN TESTIMONY WHEREOF,  
I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 29th day of March A.D. 2023.

A handwritten signature in black ink, appearing to read "David M. Scanlan", is written over a faint circular stamp.

David M. Scanlan  
Secretary of State



State of New Hampshire  
Department of State  
2023 ANNUAL REPORT

Filed  
Date Filed: 1/9/2023  
Effective Date: 1/9/2023  
Business ID: 723514  
David M. Scanlan  
Secretary of State

BUSINESS NAME: <u>WATERSHED ASSESSMENT ASSOCIATES, LLC</u>
BUSINESS TYPE: <u>Foreign Limited Liability Company</u>
BUSINESS ID: <u>723514</u>
STATE OF FORMATION: <u>New York</u>

CURRENT PRINCIPAL OFFICE ADDRESS	CURRENT MAILING ADDRESS
<u>1861 Chrisler Avenue Suite 1 Schenectady, NY, 12303, USA</u>	<u>1861 Chrisler Avenue Suite 1 Schenectady, NY, 12303, USA</u>

REGISTERED AGENT AND OFFICE
REGISTERED AGENT: <u>INCorp SERVICES, INC. (420703)</u>
REGISTERED AGENT OFFICE ADDRESS: <u>152 S Mast Street Goffstown, NH, 03045, USA</u>

PRINCIPAL PURPOSE(S)	
NAICS CODE	NAICS SUB CODE
<u>OTHER / Environmental consulting; provide benthic macroinvertebrate taxonomy services to the NH Department of Environmental Services.</u>	

MANAGER / MEMBER INFORMATION		
NAME	BUSINESS ADDRESS	TITLE
<u>Christine Murphy</u>	<u>1861 Chrisler Ave., Schenectady, NY, 12303, USA</u>	<u>Manager</u>

I, the undersigned, do hereby certify that the statements on this report are true to the best of my information, knowledge and belief.

Title: Manager

Signature: Christine Murphy

Name of Signer: Christine Murphy

**CERTIFICATE OF VOTE**

At a duly authorized meeting of the Board of Directors of Watershed Assessment Associates, held 3/20/23 it was VOTED that John K. Nolan, 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 John K. Nolan 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.

3/20/23 Date

Before me, personally appeared Christine Murphy and Sworn to before me this 20 day of March, 2023

Corporate Seal



Christine Murphy, Managing Partner

Shylla Beyer  
Notary Public, State of New York  
Qualified in Saratoga County  
No. 01BE6325404  
Commission Expires May 26, 2023





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/23/2023

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>		<b>CONTACT NAME:</b> Elisa Leibowitz	
Upstate Agency, LLC		<b>PHONE (A/C, No, Ext):</b> (518) 792-5841	<b>FAX (A/C, No):</b> (518) 793-3627
103 Main Street		<b>E-MAIL ADDRESS:</b> elisa.leibowitz@upstateagency.com	
South Glens Falls NY 12803		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>INSURER A:</b> Selective Insurance Company of New York	<b>NAIC #</b> 13730
<b>INSURED</b>		<b>INSURER B:</b> Continental Casualty Co 20443	
WATERSHED ASSESSMENT ASSOCIATES LLC		<b>INSURER C:</b>	
1861 CHRISLER AVE		<b>INSURER D:</b>	
SCHENECTADY NY 12303-1566		<b>INSURER E:</b>	
		<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 2023-2024 Master      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR HYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		S 2056105	12/04/2022	12/04/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY	Y		S 2056105	12/04/2022	12/04/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A			PER STATUTE    OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	Environmental Professional Liability			ESE591928901	04/05/2023	04/05/2024	General Aggregate \$1,000,000 Per Claim \$1,000,000

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

NH Dept of Environmental Services Watershed Management Bureau is additional insured when required by written contract or agreement.

**CERTIFICATE HOLDER****CANCELLATION**

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

© 1988-2015 ACORD CORPORATION. All rights reserved.

# ElitePac® General Liability Extension Endorsement

COMMERCIAL GENERAL LIABILITY  
CG 73 00NY 01 16

## SUMMARY OF COVERAGES (including index)

This is a summary of the various additional coverages and coverage modifications provided by this endorsement. No coverage is provided by this summary. Refer to the actual endorsement (Pages 3-through-8) for changes affecting your insurance protection.

DESCRIPTION	PAGE FOUND
Additional Insureds - Primary and Non-Contributory Provision	Page 6
Blanket Additional Insureds - As Required By Contract	Page 5
Broad Form Vendors Coverage	Page 6
Damage To Premises Rented To You (Including Fire, Lightning or Explosion)	Page 3
Electronic Data Liability (\$100,000)	Page 4
Employee Definition Amended	Page 7
Employees As Insureds Modified	Page 5
Incidental Malpractice Exclusion modified	Page 6
Knowledge of Occurrence, Claim, Suit or Loss	Page 6
Liberalization Clause	Page 7
Newly Formed or Acquired Organizations	Page 5
Non-Owned Aircraft	Page 3
Non-Owned Watercraft (under 60 feet)	Page 3
Not-for-profit Members - as additional insureds	Page 4
Products Amendment (Medical Payments)	Page 4
Supplementary Payments Amended - Bail Bonds (\$5,000) and Loss of Earnings (\$1,000)	Page 4
Unintentional Failure to Disclose Hazards	Page 7
Waiver of Transfer of Rights of Recovery (subrogation)	Page 7
When Two or More Coverage Parts of this Policy Apply to a Loss	Page 3

**CERTIFICATE OF WORKERS' COMPENSATION INSURANCE**

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



SCAN TO VALIDATE  
AND SUBSCRIBE

<b>POLICYHOLDER</b> WATERSHED ASSESSMENT ASSOCIATES LLC 1861 CHRISLER AVE SCHENECTADY NY 12303
---

<b>CERTIFICATE HOLDER</b> NH DEPT. ENVIRONMENTAL SERVICE PO BOX 95 CONCORD NH 03302
--

<b>POLICY NUMBER</b> A2164 681-5	<b>CERTIFICATE NUMBER</b> 965764	<b>POLICY PERIOD</b> 10/04/2022 TO 10/04/2023	<b>DATE</b> 3/13/2023
-------------------------------------	-------------------------------------	--	--------------------------

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

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

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

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

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 731977148

**Attachment A**

<b>Average Score of Evaluators</b>	<b>Company/ Contact</b>	<b>Company/ Contact</b>
<b>Evaluation Element</b>	<b>Watershed Assessment Associates</b>	<b>Normandeau Associates</b>
Qualifications (30 pts)	29.0	29.5
Professional References (15 pts)	15.0	15.0
Sample Processing Costs (25 pts)	23.0	10.0
Miscellaneous Costs (5 pts)	4.5	1.0
Sample Processing Capacity (15 pts)	12.0	13.0
Availability (5 pts)	4.5	4.5
Internal QAQC (5 pts)	3.5	4.5
<b>SCORE</b>	91.5	77.5

<b>Evaluator</b>	<b>Title</b>	<b>Experience</b>
Andy Chapman	Biological Monitoring Program Manager	27
David Neils	Chief Water Pollution Biologist, Jody Connor Limnology Center Director	23