The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner

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April 12, 2023

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

REQUESTED ACTION

Authorize the Department of Environmental Services (NHDES) to enter into a contract with Eastern Research Group, Inc., (VC #374420-B001), Natick, Massachusetts, in the amount of $189,169 to provide cyanobacteria monitoring services, effective upon Governor and Council approval through June 30, 2024. 100% Federal Funds.

Funding is available in the account as follows.

	FY 2023
03-44-44-441018-5564-102-500573	$189,169

Department of Environmental Services, DWSRF BIL Administration, Contracts for Program Services

EXPLANATION

The purpose of the request is to establish a contract to provide services to complete water quality monitoring and develop a cyanobacteria monitoring plan for Arlington Mill Reservoir, a primary source of drinking water for the Town of Salem. Cyanobacteria can create Harmful Algal Blooms (HABs) having the potential to impact drinking water treatment processes competed by public water systems and may also generate cyanotoxins that present risks to human health if consumed in drinking water.

In February of 2023, NHDES issued a Request for Proposals (RFP) and received three proposals to complete cyanobacteria monitoring and develop water quality monitoring plans for surface water bodies used as drinking water sources. Based on the scoring criteria stated in the RFP, and the quality and completeness of the proposals, NHDES is now seeking to move forward with the proposal involving Arlington Mill Reservoir to be completed by Eastern Research Group, Inc. This effort will improve the understanding of waterbody dynamics with respect to HABs, and better prepare the municipal water system to recognize bloom-forming conditions and respond appropriately.

Eastern Research Group, Inc. has extensive experience with cyanobacteria and credentialed staff capable of performing rigorous monitoring and creating high-quality monitoring plans. Proposals were reviewed and scored by NHDES and USEPA staff. Please see Attachment A for a summary of the scoring of proposals received under the RFP.

This contract has been approved as to form, substance, and execution by the Office of the Attorney General. In the event federal funds no longer become available, general funds will not be requested to support this program.

We respectfully request your approval.

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 03302-9500	
1.3 Contractor Name Eastern Research Group, Inc.		1.4 Contractor Address 410 Amherst St., Suite 210 Nashua, NH	
1.5 Contractor Phone Number (781) 674-7304	1.6 Account Unit and Class 03-44-44-441018-5564-102	1.7 Completion Date June 30, 2024	1.8 Price Limitation $189,169
1.9 Contracting Officer for State Agency Pierce Rigrod, Drinking Water and Groundwater Bureau		1.10 State Agency Telephone Number 603-271-0688	
1.11 Contractor Signature Carolyn Gillette Date: 4/7/23		1.12 Name and Title of Contractor Signatory Carolyn Gillette, Vice President	
1.13 State Agency Signature Date: 4/13/23		1.14 Name and Title of State Agency Signatory Robert R. Scott, Commissioner, Dept. of Environmental Services	
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: 5/16/2023			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials CG
Date 4/7/23

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 B 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, 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.

3.3 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. 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 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 B, in whole or in part, 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 C which is incorporated herein by reference.

5.2 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. 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.

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 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

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 and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. 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 age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. 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 this Agreement and all rules, regulations and orders pertaining to 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 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

Contractor Initials CB
Date 4/3/23

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) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar 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.

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) calendar 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) calendar 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. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, 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 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure 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 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, 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.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 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. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. 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 State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

Contractor Initials_____

Date_____

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 any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. 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 any 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. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. 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.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. 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.

23. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. 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.

26. 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.

Contractor Initials CA
Date 4/7/23

EXHIBIT A
SPECIAL PROVISIONS

Federal Funds paid under this agreement are from a Grant to the State from the United States Environmental Protection Agency, New Hampshire Drinking Water State Revolving Fund under CFDA #66.468. 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 New Hampshire Department of Environmental Services (NHDES) and the Grantee.

STATE CYBERSECURITY:
(a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State law cybersecurity requirements.

(b) (1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure.

For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

(2) The recipient agrees that any sub-awards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the sub-recipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in sub-award agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR 200.331(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:
As required by 2 CFR 200.216, subrecipients, are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any

Grantee Initials CS
Date 4/7/23

subsidiary or affiliate of such entities). Recipients, Subrecipients, and borrowers also may not use federal funds to purchase:

a. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

b. Telecommunications or video surveillance services provided by such entities or using such equipment.

c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Consistent with 2 CFR 200.471, costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, and cloud servers are allowable except for the following circumstances:

a. Obligating or expending funds for covered telecommunications and video surveillance services or equipment or services as described in 2 CFR 200.216 to:

(1) Procure or obtain, extend or renew a contract to procure or obtain;
(2) Enter into a contract (or extend or renew a contract) to procure; or
(3) Obtain the equipment, services, or systems. Certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the System for Award Management exclusion list which can be found at https://www.sam.gov/SAM/pages/public/index.jsf

Grantee Initials CA
Date 4/7/23

EXHIBIT B
SCOPE OF WORK

The following scope of work will be completed, consistent with and including work described in the proposal from the Eastern Research Group, Inc. (ERG) responding to NHDES's request for proposals (RFP) 2023-12, *Cyanobacteria Monitoring and Sampling of Public Water System Surface Sources.* All deliverables associated with the listed objectives below will be provided to NHDES according to the timelines in the proposal, with advance notice to NHDES should the timelines need adjustment.

Generally, the following tasks, as further described in the proposal to NHDES, will be accomplished:

Objective 1: Kickoff Meeting, Initial QAPP and Monitoring Plan for Arlington Mill Reservoir

a) Organize a "kick-off" meeting to review the proposed project approach with NHDES and Salem Water Department, discuss the project timelines, roles/responsibilities, review details in this scope of work, and layout the extent of the field sampling activities including Salem Water Department's role(s). ERG will prepare and submit brief meeting minutes to document the conversation, with emphasis on any important decisions made.
b) Complete an initial Quality Assurance Project Plan (QAPP) to be reviewed by NHDES and approved by US EPA Region 1.
    I. Conduct a search/review of existing QAPPs that may be relevant and similar in terms of the project's data quality and product outcomes and compile a list of related QAPPs as technical resources.
    II. Develop a QAPP outline and submit to USEPA/NHDES for review and comment. The outline will reflect aspects of relevant guidance from NHDES and USEPA regarding monitoring for cyanobacteria in drinking water sources used by public water systems.
    III. Draft the initial QAPP and submit to NHDES for review and comment and upon making updates based on feedback submit to USEPA Region 1 for review and approval. The QAPP will address all monitoring to be conducted under the initial monitoring plan. Changes to the QAPP and/or monitoring plan, will be limited to those affecting the success of the project, and completed as necessary.
    IV. Upon approval of the initial QAPP by USEPA Region 1, begin weekly water quality monitoring activities per the initial monitoring plan (Objective 3) and provide weekly email updates to NHDES's project management team.

Deliverable: Agenda, minutes from the kickoff meeting and, QAPP outline, draft of initial QAPP.

Objective 2: Update Monitoring Plan for Arlington Mill Reservoir

a) Conduct a critical review of the current monitoring plan approved by NHDES for the Salem Water Department, entitled, *Arlington Mill Reservoir Cyanobacteria Monitoring and Response Plan – Final Arlington Mill Reservoir, Salem, NH,* February 2023 to identify gaps and potential areas for improvement. Summarize recommended changes to the current monitoring plan.
b) Coordinate and lead a meeting with NHDES and the Salem Water Department to present to discuss recommended updates to the monitoring plan to better meet the cyanobacteria monitoring goals: (1) alerting the public water system in real-time to bloom forming conditions and potential cyanotoxin

Grantee Initials CA
Date 4/7/23

generation that may affect raw water quality prior to entering the water treatment plant; (2) better understand Arlington Mill Pond waterbody dynamics with respect to bloom-forming conditions. The meeting will review the current monitoring being completed under the existing plan and present alterations to that plan, that include new monitoring timelines (phases, start/finish dates), changes to the frequency/type of sampling, additional monitoring location(s), review of parameters (physical, chemical and biological), analytical methods, detection limits, turnaround times, and public communications.

c) Minutes reflecting the discussion, meeting materials and minutes to reflect comments from the Salem Water Department, NHDES and USEPA (if attending) will be taken and forwarded after the meeting and kept for incorporation into the final plan.

d) Baseline parameters that support monitoring objectives will be presented during the meeting (e.g., turbidity, chlorophyll-a, phycocyanin, specific conductivity, dissolved oxygen) with options to continue to collect these parameters over time. Equipment needed will be listed out.

e) Following the meeting, draft revisions to update the current NHDES-reviewed Salem cyanobacteria monitoring plan to improve monitoring to meet stated monitoring goals, considering received comments from the Salem Water Department and NHDES/USEPA, and considering relevant guidance.

Deliverable: Meeting agenda, materials and minutes, draft of an update to the current cyanobacteria monitoring plan for Arlington Mill Reservoir

Objective 3: Monitor for CyanoHABs at Arlington Mill Reservoir

a) Monitoring will be conducted during three sampling events: baseline, targeted bloom and post-blooms and completed in two phases (summer and fall):
   i. Systematic visual surveillance of Arlington Mill Reservoir will be coordinated with Salem Water Department over both phases of the project, and any bloom conditions will be documented in terms of the location/distance to intake, severity, toxicity, and include photographs.
   ii. The summer phase will include collecting three samples per week taken from three initial locations and sent overnight to Greenwater Labs in Florida for 16 of the 28 weeks for cyanobacteria identification, cell enumeration and toxin analysis (based on identification and enumeration results). Other water quality parameters identified in Task 1 (e.g., turbidity, chlorophyll-a, etc.) will be collected on a defined schedule.
   iii. The fall phase of monitoring will be completed over the remaining 12 weeks and will collect samples per an updated monitoring plan described in detail in the updated monitoring plan.
   iv. To the extent possible, Salem Water Department will be included in field monitoring and related training. A summary of Salem Water Department's involvement will be provided during weekly updates, including training on appropriate sampling techniques.

b) Prior to monitoring, determine all field equipment needs. Also, determine the process and mechanics of providing monitoring data to NHDES including how data will be formatted and submitted to be automatically uploaded online through the NHDES Environmental Management Database (EMD). All necessary steps to upload data including establishing/modifying monitoring stations or related work will be completed to the satisfaction of the department. Data uploads to the EMD should be completed within one week of the monitoring date. Notifications of monitoring results to NHDES and the Salem Water Department should occur within 24 hours under bloom conditions that may occur or reporting difficulties performing the monitoring.

Deliverable: Summary of visual surveillance completed, and Salem Water Department participation in training to conduct field monitoring, EMD formatted data templates ready for upload to NHDES's EMD.

Grantee Initials CS
Date 4/7/23

Objective 4: Risk Evaluation Report: Risk of negative effects of cyanobacteria on drinking water and public health

a) A risk evaluation detailed in a formal report will be developed to inform Salem Water Department of the risk associated with the likelihood of cyanobacteria blooms and potential cyanotoxins in the reservoir that could affect drinking water quality and/or public health through consumption of finished drinking water.
b) The data-driven risk evaluation report will consider observed/known waterbody dynamics in Arlington Mill Pond, cyanobacteria taxa and abundance, cyanotoxin presence, type, and concentration, and other relevant water quality conditions (i.e., chlorophyll-a, phosphorous, temperature) or spatial and temporal factors that may affect risk. The evaluation will consider relevant physical, chemical, and non-cyanobacterial biological variables and draw upon historical data and related data sources such as land use and watershed level information using best available data.
c) The risk evaluation report will present analyses of the data (including key metrics, trends) that provide an accurate and useful assessment of vulnerability and risk. The report will be written to support Salem Water Department's operational decision-making (including public communications) and recommend discrete, feasible actions to protect, mitigate and reduce the defined risk(s).

Deliverable: Completed risk evaluation report for NHDES review and comment.

Objective 5: Finalize QAPP and Monitoring Plan for Arlington Mill Reservoir

a) If/when changes to monitoring activities require changes to the initial QAPP, they will be made as part of a final project QAPP and submitted for review by NHDES and approved by USEPA prior to monitoring.
b) Reflecting NHDES and USEPA guidance on monitoring for cyanobacteria in drinking water supplies, draft the final monitoring plan for Arlington Mill Reservoir. The update to the plan will alter the current monitoring to further meet defined monitoring goals to establish baseline conditions and improve the capacity of the Salem Water Department to recognize an impending bloom and protect public health from exposure to potential cyanotoxins.
c) The plan will identify the role of Salem Water Department and other partners needed to continue implementation of the plan and include detailed, time-bound, specific recommendations regarding necessary technical or financial resources/equipment necessary to complete monitoring described in the plan.

Deliverable: Approved final QAPP and monitoring plan for NHDES and the Salem Water Department to review and accept.

Grantee Initials CS
Date 4/7/23

EXHIBIT C
METHOD OF PAYMENT

All services shall be performed to the satisfaction of the Department of Environmental Services before payment is made. All payments shall be made upon receipt and approval of stated outputs and upon receipt of the associated invoice. **If the invoice is less than the initial estimate, only the amount on the invoice will be paid.** Payments shall be made in accordance with the following schedule, based upon completion of specific tasks:

Number/Description	Amount ($)
Objective 1: Kickoff Meeting, initial QAPP and Monitoring Plan for Arlington Mill Reservoir	$25,000
Objective 2: Update Monitoring Plan for Arlington Mill Reservoir	$12,551
Objective 3: Monitor for CyanoHABs at Arlington Mill Reservoir Summer phase- first 16 weeks of sampling)	$66,730
Objective 3: Monitor for CyanoHABs at Arlington Mill Reservoir (Fall phase- final 12 weeks of sampling)	$50,048
Objective 4: Risk Evaluation Report: Risk of negative effects of cyanobacteria on drinking water and public health	$22,289
Objective 5: Develop a Final QAPP and Monitoring Plan for Arlington Mill Reservoir	$12,551
TOTAL:	**$189,169**

Grantee Initials CA
Date 9/7/23

EASTERN RESEARCH GROUP, INC

Certificate of Authority

I, David Meyers, hereby certify that I am duly appointed President of Eastern Research Group, Inc.

I, as sole shareholder of NEK Management LLC, which holds a majority of the shares of The ERG Group LLC and by extension Eastern Research Group, Inc., hereby certify that the following individual is currently authorized to execute contracts on behalf of Eastern Research Group, Inc.

Carolyn Gillette, Vice President.

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 corporation. This authority **shall remain valid for thirty (30)** days from the date of this certificate.

DATED: 5/16/2023

ATTEST: David Meyers

David Meyers

President/CEO

www.erg.com

Environmental Protection Bureau
N.H. Department of Justice

May 15, 2023

I wanted to take this opportunity to explain the corporate structure of Eastern Research Group, Inc. 100% of the stock of Eastern Research Group, Inc. is held by The ERG Group LLC. The majority shareholder of The ERG Group is NEK Management, LLC. 100% of the stock of NEK Management LLC is held by David Meyers. Thus, David Meyers is the majority shareholder and Manager of The ERG Group LLC. He is also the Chief Executive Officer of Eastern Research Group.

As Manager of The ERG Group LLC and CEO of Eastern Research Group, Inc., David Meyers has authority for both The ERG Group LLC and Eastern Research Group, Inc. He makes decisions for Eastern Research Group, Inc. There is no Board of Directors for Eastern Research Group, Inc. There is a Board of Directors for The ERG Group LLC. However, as the majority shareholder and Manager of The ERG Group LLC, the LLC permits a Manager's Consent in Lieu of a Board of Directors meeting for most decisions, and The ERG Group LLC uses the Manager's Consent for all decisions where doing so is permissible.

As the Manager of The ERG Group LLC and CEO of Eastern Research Group, Inc., Mr. Meyers has the authority to delegate authority, and he does allow vice presidents to enter into contracts for the performance of work for Eastern Research Group's clients. Therefore, Carolyn Gillette has the authority to enter Eastern Research Group into a contract for the performance of work for the New Hampshire Environmental Protection Bureau.

Should you require anything further, please let our general counsel know, and we will accommodate as best we can.

Best regards,

John E. Dietel
General Counsel
Eastern Research Group, Inc.

561 Virginia Road, Building 4 – Suite 300, Concord, MA 01742 • Phone: 781.674.7200 • Fax: 781.674.2851
Ann Arbor, MI • Arlington, VA • Atlanta, GA • Austin, TX • Boston, MA • Chantilly, VA • Charlottesville, VA • Concord, MA
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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 EASTERN RESEARCH GROUP, INC. is a Massachusetts Profit Corporation registered to transact business in New Hampshire on March 01, 2001. 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: **369258**

Certificate Number: **0006194639**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 3rd day of April A.D. 2023.

David M. Scanlan

Secretary of State

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/31/2023

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).

PRODUCER
Eastern Insurance Group LLC
233 West Central St
Natick MA 01760

CONTACT NAME: Susan Haslam
PHONE (A/C, No, Ext): 5086203483 FAX (A/C, No): 508-651-4783
E-MAIL ADDRESS: shaslam@easterninsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Federal Insurance Company	20281
INSURER B : Underwriters at Lloyds	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Eastern Research Group Inc
PG Environmental LLC
561 Virginia Rd.
STE 300, BLDG 4
Concord MA 01742

EASTRES-02

COVERAGES **CERTIFICATE NUMBER:** 1394326360 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			36032885	1/1/2023	1/1/2024	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	X POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			99494564	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			78180750	1/1/2023	1/1/2024	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED X RETENTION $ 10,000							$
A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		71754105 71754106	1/1/2023 1/1/2023	1/1/2024 1/1/2024	X PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
B B	Errors&Omissions and Pollution Liability			B0621PNEKA000123 B0621PNEKA000123	1/1/2023 1/1/2023	1/1/2024 1/1/2024	per claim aggregate	$5,000,000 $5,000,000

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

CERTIFICATE HOLDER

State of New Hampshire, Department of Environmental Services
29 Hazen Drive, 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

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Attachment A
Cyanobacteria Monitoring and Sampling of Public Water System Surface Sources Proposal Rankings

Rankings for Firms Responding to Request for Proposals

Applicant	Project Location	Award Amount	Notes	Score
Eastern Research Group, Inc.	Salem	$ 189,169	Approved	263
Lim-Tex	Manchester	$ 135,528	Approved	244
FB Environmental	Meredith	$ 200,000	Not Approved	217

Review Team Members

Name	Title	Bureau	Years of Service
Pierce Rigrod	Supervisor	Drinking Water and Groundwater Bureau	18
Liz Pelonzi	Environmentalist III	Drinking Water and Groundwater Bureau	3
Tom Waters	Environmental Engineer	USEPA	6