



The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner

5C



April, 2, 2025

Her Excellency, Governor Kelly A. Ayotte
and The Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the Department of Environmental Services (DES) to amend a Grant Agreement (PO#9006057) with GZA Geo Environmental, Inc, (VC# 174515-B001), by reallocating funding among contracted work tasks previously approved due to unforeseen circumstances. This is a no cost scope change. The grant agreement was originally approved by Governor and Council on March 13, 2024 as Item #71. 100% Federal Funds.

EXPLANATION

We are requesting approval of this amendment to the grant agreement to reallocate funds for contracted work to complete the agreed upon scope of services. The reason for the requested reallocation is due to significant comment and delayed approval by USEPA on a required technical Quality Assurance Project Plan (QAPP) necessary to commence field monitoring of cyanobacteria in Portsmouth's primary water supply (Bellamy Reservoir). Substantial comment on the QAPP by USEPA increased the amount of funds necessary to complete this technical document (Task 1) and delayed field monitoring, reducing the planned number of field monitoring events budgeted under Task 3. This request seeks to reallocate funding from Task 3 to Task 1 to pay for the additional cost of completing the QAPP and to Task 2 to further assess the risk of cyanotoxins to Portsmouth's drinking water. To date, \$18,487 of the original grant award of \$86,903 has been spent.

All other conditions of the original agreement will remain in full effect. This amendment has been approved as to form, substance, and execution by the Office of the Attorney General. In the event that Federal funds become no longer available, General funds will not be requested to support this program.

We respectfully request your approval of this item.


Robert R. Scott, Commissioner

**AMENDMENT #1
TO
AGREEMENT BETWEEN THE
NEW HAMPSHIRE DEPARTMENT OF ENVIRONMENTAL SERVICES
AND
GZA GEO ENVIRONMENTAL, INC.**

PROFESSIONAL SERVICES – CYANOBACTERIA MONITORING SERVICES

WHEREAS, the State of New Hampshire Department of Environmental Services (NHDES) has entered into a contract with GZA Geo Environmental, Inc., in the amount of \$86,903 for professional services for monitoring for cyanobacteria and developing a monitoring plan for the City of Portsmouth’s primary public water supply (Bellamy Reservoir) through June 30, 2025, which was approved by Governor and Council on March 13, 2024, as Item #71.

NOW THEREFORE, amend the original contract between NHDES and GZA Geo Environmental, Inc. as approved by Governor and Council on March 13, 2024, as Item #71 in the following manner:

Reallocate funds between Tasks and replace the table in Exhibit C with the table below.

Exhibit C
METHOD OF PAYMENT

Number/Description	Originally Approved Amount	Change (+/-)	Revised Amount
Task 1: Quality Assurance Project Plan (QAPP)	\$12,391	+\$4,518	\$16,909
Task 2: Water Quality and Cyanobacteria Risk Evaluation	\$13,555	+\$7,740	\$21,295
Task 3 Monitoring and Development of a Final Cyanobacteria Monitoring Plan	\$60,957	-\$12,258	\$48,699
TOTAL:	\$86,903		\$86,903

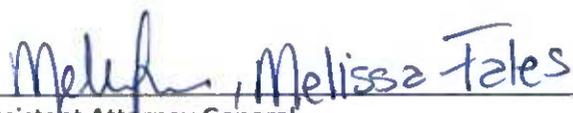
All other conditions outlined in the contract shall remain in effect.


 Robert R. Scott, Commissioner
 Department of Environmental Services

4/13/25
Date


 David Rusczyk, Vice President
 GZA Geo Environmental, Inc.

3-25-2025
Date


 Assistant Attorney General
 Department of Justice
Approved as to form, substance and execution

4/9/25
Date

CERTIFICATE OF AUTHORITY

I, **Jonathan Selden**, hereby certify that:

(Name of Elected Officer of the Corporation/LLC, cannot be contract signatory)

1. I am a duly elected **Clerk/Secretary/Officer of GZA GeoEnvironmental, Inc.**
(Corporation/LLC Name)
2. The following is a true copy of a vote taken at a meeting of the Board of Directors, duly called and held on March 10, 2025, at which a quorum of directors were present and voting.

VOTED: That **David Rusczyk, Associate Principal** (may list more than one person)
(Name and Title of Contract Signatory)

Is duly authorized on behalf of **GZA GeoEnvironmental, Inc.** to enter into contracts of
(Name of Corporation/LLC)

agreements with the **State of New Hampshire** and any of its agencies or departments and further is authorized to execute and all documents, agreements and other instruments and any amendments, revisions, or modifications thereto, which may in his/her judgement be desirable or necessary to affect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority remains valid for thirty (30) days from the date of this Certificate as evidence that the person(s) listed above currently occupy the positions(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all limitations are expressly stated herein.

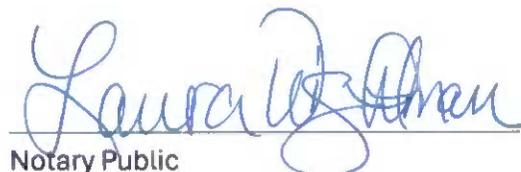
Date: March 25, 2025



Signature of Elected Officer

Name: Jonathan Selden

Title: Assistant Secretary/In-House Counsel



Notary Public



LAURA WIGHTMAN
Notary Public
Commonwealth of Massachusetts
My Commission Expires
October 14, 2027



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/23/2025

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).

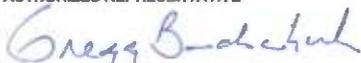
PRODUCER Edgewood Partners Insurance Agency 3780 Mansell Rd. Suite 370 Alpharetta GA 30022	CONTACT NAME: Carly Samuel PHONE (A/C, No, Ext): 770.670.5324 E-MAIL ADDRESS: greylincerts@greyling.com	FAX (A/C, No): 770.670.5324
	INSURER(S) AFFORDING COVERAGE	
INSURED GZA GeoEnvironmental, Inc. 95 Glastonbury Boulevard, 3rd Floor Glastonbury CT 06033	INSURER A : The First Liberty Insurance Corporation NAIC # 33588	
	INSURER B : Commerce and Industry Insurance Company 19410	
	INSURER C : Convex Insurance UK Limited	
	INSURER D : Nautilus Insurance Company 17370	
	INSURER E : Liberty Mutual Fire Ins Co 23035	
INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** 804489335 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
D	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$50K Ded per Occ GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		ECP200795722	2/28/2025	2/28/2026	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		AS6Z11261208015	2/28/2025	2/28/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Colf Deductible \$ 1,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
E	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 <input type="checkbox"/> N <input type="checkbox"/> N/A	WC2Z11261208045	2/28/2025	2/28/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Professional Liability		B1636P250114	2/28/2025	2/28/2026	Per Claim \$1,000,000
B	Pollution Liability		CPO11710520	2/28/2025	2/28/2026	Aggregate \$1,000,000 Per Claim/Aggregate \$1M/\$1M

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Re: Job #05.P000382.24; NH DES Cyanobacteria Monitoring 2024; Bellamy Reservoir.
 New Hampshire Department of Environmental Services is named as an Additional Insured with respects to General & Automobile Liability where required by written contract.

CERTIFICATE HOLDER New Hampshire Department of Environmental Services 29 Hazen Drive Concord, NH 03302	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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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 GZA GEOENVIRONMENTAL, INC. is a Massachusetts Profit Corporation registered to transact business in New Hampshire on October 28, 1981. 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: 9876

Certificate Number: 0007142024



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of April A.D. 2025.

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

David M. Scanlan
Secretary of State



The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner

71



February 5, 2024

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 GZA Geo Environmental, Inc. (VC #174515-B001), Norwood Massachusetts, in the amount of \$86,903 to provide cyanobacteria monitoring services for the Bellamy Reservoir which is the primary source of drinking water for the City of Portsmouth, effective upon Governor and Council approval through June 30, 2025. 100% Federal Funds.

Funding is available in the account as follows.

	<u>FY 2024</u>
03-44-44-441018-5564-102-500731	\$86,903
Department of Environmental Services, DWSRF BIL Administration, Contracts for Program Services	

EXPLANATION

The purpose of the request is to establish a contract for services to monitor for cyanobacteria and to develop a cyanobacteria monitoring plan for the Bellamy Reservoir, a primary source of drinking water for the City of Portsmouth. Cyanobacteria can create Harmful Algal Blooms (HABs) that have the potential to impact drinking water treatment processes completed by public water systems and may also generate cyanotoxins that can present risks to human health if consumed in drinking water.

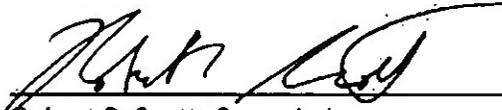
In November of 2023, NHDES issued a Request for Proposals (RFP) and received three proposals to complete cyanobacteria monitoring and the development of water quality monitoring plans in surface water bodies used as drinking water sources. Based on the scoring criteria stated in the RFP, and the quality and completeness of the proposals, NHDES selected two proposals from qualified firms to complete water quality monitoring and monitoring plans. This request is to fund one of the proposals involving the Bellamy Reservoir, a primary source of drinking water for the City of Portsmouth. This effort will improve the understanding of waterbody dynamics with respect to HABs, and better prepare the municipal public water system to recognize bloom-forming conditions and respond appropriately.

GZA Geo Environmental, Inc. has extensive experience with surface water quality monitoring, including monitoring for cyanobacteria and qualified staff able to deploy monitoring equipment and complete a rigorous analysis of cyanobacteria that will inform the development of a long-term, high-quality

monitoring plan. Proposals were reviewed and scored by NHDES staff. See Attachment A for a summary of the scoring of each proposal.

This contract has been approved as to form, substance, and execution by the Office of the Attorney General. If 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

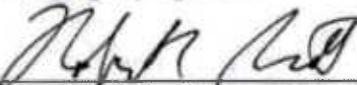
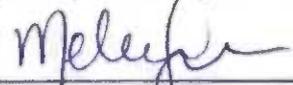
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

I. 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 GZA GeoEnvironmental, Inc.		1.4 Contractor Address 135 Sheldon Road, Box 1, Unit 1, Manchester, CT 06042	
1.5 Contractor Phone Number 860-858-3113	1.6 Account Unit and Class 03-44-44-441018-5564-102	1.7 Completion Date June 30, 2025	1.8 Price Limitation \$86,903
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  Date: 1/18/24		1.12 Name and Title of Contractor Signatory Stephan Roy, Senior Vice President	
1.13 State Agency Signature  Date: 2/2/24		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: 2/7/24			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials SR
Date 1/18/24

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.

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.

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.

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.

Grantee Initials SR
Date 1/18/24

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 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 SR
Date 1/10/24

EXHIBIT B
SCOPE OF WORK

The following scope of work will be completed, consistent with and including work described in the proposal from the GZA Geoenvironmental, Inc. (GZA) responding to NHDES's request for proposals (RFP) 2024-09, *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. All deliverables are subject to NHDES and City of Portsmouth review and will be accepted based on the agency's determination that they are consistent with GZA's proposal and complete the following scope of work. A project timeline with schedule of deliverables will be provided within 30 days of state contract approval.

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

TASK 1. Quality Assurance Project Plan (QAPP). Develop a site-specific Quality Assurance Project Plan (QAPP) consistent with the Uniform Federal Policy for Quality Assurance Project Plans (UFP QAPP Manual) published by the United States Environmental Protection Agency, March 2005. The purpose of the QAPP is to document standard procedures and quality assurance / quality control (QA/QC) practices for data collection and sample analysis for work completed in support of this project. GZA's site-specific QAPP will utilize existing Standard Operating Procedures (SOPs) that have been modified as appropriate for the work proposed herein, industry-standard QA/QC guidelines, and will reference published documents for similar work where appropriate. SOPs will include, at a minimum, surface water sampling, phytoplankton collection, identification, and enumeration, field or laboratory analytical SOPs for water quality parameters (chlorophyll-a, phycocyanin, turbidity, pH, temperature, dissolved oxygen, total phosphorus, and nitrates/nitrites, cyanotoxins), vertical profiling, Secchi disk readings, plankton net sampling, and continuous water quality data collection upon request.

The QAPP, along with the project monitoring plan, will comprise the project Sampling and Analysis Plan (SAP) and will be updated as needed throughout the project duration to reflect changes in sampling approach, methodology, or laboratory analysis. The QAPP will be submitted to the appropriate contacts/staff, including Region 1 USEPA, for signatures and provided with all signatures to NHDES prior to commencement of field monitoring.

Deliverable: Final signed QAPP approved by USEPA and NHDES.

TASK 2. Water Quality and Cyanobacteria Risk Evaluation. GZA will produce a report describing

Grantee Initials SR
Date 4/15/24

historic and current water quality, factors that influence Bellamy's limnology and water quality, and risk of cyanobacteria in Bellamy Reservoir, focusing on their potential impacts on drinking water, public health, and Portsmouth's public water system management capabilities.

This task will draw upon Bellamy Reservoir water quality data collected since 2011 that includes (biweekly) profile data, chemistry, algal pigments, and phytoplankton community enumeration including cyanobacteria. These data, together with monitoring data obtained as described in the proposal will form the foundation of data to draw upon to analyze and assess water quality, issues of concern, risk of cyanobacteria blooms and to create an ongoing detailed final Cyanobacteria Monitoring and Response Plan for this reservoir. The risk evaluation report will use currently available data and data collected over the term of the project to evaluate risk in terms of the public health objectives associated with exposure to cyanotoxins through drinking water. It will include any analyses of paired raw and filtered water samples to demonstrate treatment removal of toxins as part of the monitoring completed under Task 3. Paired sampling under bloom conditions at the intake will involve raw and/or finished water samples taken every 24 to 48 hours at the treatment plant that will be expedited for lab analysis for cyanotoxins in accordance with the QAPP. The City of Portsmouth will coordinate the sampling and analysis in consultation with GZA and NHDES.

Deliverable(s): Final Risk Evaluation Report.

TASK 3. Monitoring and Development of a Final Cyanobacteria Monitoring and Response Plan.

The following sampling program will be executed from May through September on a biweekly basis at the intake location and at two additional target reservoir sampling sites described below. All data will be uploaded within 30 days of sample collection into the NHDES EMD in accordance with NHDES data requirements.

Table 1. Monitoring Parameters

Type of data	Individual Parameters
Field measurements	Lake water level, water clarity (Secchi disk depth), general observations
Water column profiles	Temperature, stratification, dissolved oxygen, transmissivity, pH, turbidity, specific conductivity, total dissolved solids, oxidation-reduction potential, algal pigments, dissolved organic matter
Chemistry samples	Total phosphorus, ammonia, nitrate, silica oxide, iron, manganese
Biological samples	Phytoplankton samples for counting (and biovolume), pigment and dissolved organic matter analysis, and zooplankton samples
Cyanotoxins	Microcystin, Cylindrospermopsin and Anatoxin

Grantee Initials SR
Date 1/18/24

Sampling of cyanotoxins will be completed for up to 12 paired raw and filtered water samples (total of 24 analyses) using ultraperformance liquid chromatography/tandem mass spectrometry (UPLC – MS/MS) following US EPA Methods 544 defined within our site-specific QAPP document (Task 1). Cyanotoxin analysis will be completed when indicators (e.g., pigments, visual surveillance) suggest excess biomass and bloom conditions at the intake location. Threshold values of these metrics that would trigger cyanotoxin sample collection include:

- Phycocyanin at or above 5 ug/L at the dam and intake location. This value is instrument-specific, but seems an adequate threshold based on data collected from Portsmouth's instrument. Reassessment of the threshold value may occur in-season due to instrument variation or calibration differences.
- Visual observation of green-colored water, surface scums, or suspended colonies at the dam and intake location.

Cyanotoxin sampling will be closely coordinated with the City of Portsmouth and NHDES. Visual surveillance of the intake location will be performed on a frequent basis (daily), while raw water pigments will be measured at the treatment facility weekly from the point of entry. Upon positive identification of a bloom by either the City of Portsmouth or GZA personnel using the above thresholds, this information will be distributed amongst the City of Portsmouth, GZA, and NHDES immediately (same day).

Additional data including, but not limited to, biweekly sampling performed by the City of Portsmouth including profile data (temperature and DO), Secchi disk measurements, and water collection for basic chemistry (TP, Fe, and Mn) will be used to assess water quality conditions and cyanobacteria risk(s) within the final monitoring plan. Field monitoring will be coordinated to maximize the amount of field data collected between GZA, Inc and the City of Portsmouth.

A final Cyanobacteria Monitoring plan that supports a water system response plan will be prepared formalizing the approach described herein with review by the City of Portsmouth and will consider additional relevant input from other sources of data. The plan will include water quality thresholds designed to trigger additional cyanobacteria monitoring, as well as current trends based on all relevant data that support the monitoring approach and objectives.

Deliverable(s): Monitoring data in electronic format and final Cyanobacteria Monitoring and Response Plan, attached as an appendix to the Final Risk Evaluation Report deliverable (Task 2).

Project Reporting: Bi-weekly email updates and monthly meetings will be organized, as needed, to update NHDES and the City of Portsmouth regarding monitoring results and progress toward completion of deliverables.

Grantee Initials SL
Date 1/19/24

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. Invoicing will be consolidated and provided to NHDES on a quarterly basis. **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 (\$)
Task 1: <i>Quality Assurance Project Plan (QAPP)</i>	\$12,391
Task 2: <i>Water Quality and Cyanobacteria Risk Evaluation</i>	\$13,555
Task 3: <i>Monitoring and Development of a Final Cyanobacteria Monitoring Plan</i>	\$60,957
TOTAL:	\$86,903

Grantee Initials SL
Date 1/18/24