



The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner

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April 28, 2025

Her Excellency, Governor Kelly A. Ayotte
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 Hazen and Sawyer, P.C. (VC #355345-B001), Dover, New Hampshire, in the amount of \$349,918 to provide cyanobacteria monitoring and engineering services for public water systems throughout New Hampshire, effective upon Governor and Council approval through June 30, 2026. 100% Federal Funds.

Funding is available in the account as follows.

	<u>FY 2025</u>
03-44-44-441018-5564-102-500731	\$349,918
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 develop drinking water treatment optimization plans for public water systems to create plans to more effectively remove cyanotoxins through engineered treatments. Cyanobacteria can create Harmful Algal Blooms (HABs) that have the potential to impact drinking water treatment processes managed by public water systems and may generate cyanotoxins that pose risks to human health, if consumed in drinking water.

In January of 2025 NHDES issued a Request for Qualifications (RFQ) and received two responses from firms that have the technical qualifications to complete cyanobacteria water treatment optimization plans for public water systems that use surface water sources that experience cyanobacteria blooms. Based on the scoring criteria stated in the RFQ, and the quality and completeness of the proposals, NHDES selected one proposal from Hazen and Sawyer, P.C. to establish a contract to complete this work. The work will complete treatment optimization plans for public water systems that detail operational and water treatment strategies to better remove cyanotoxins during HABs.

Hazen and Sawyer, P.C. has extensive experience with both cyanobacteria monitoring and engineering drinking water treatment solutions for public water systems. Submittals in response to the RFQ were reviewed and scored by NHDES staff. See Attachment A for a summary of the scoring of each proposal.

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and the Honorable Council
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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

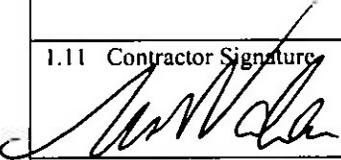
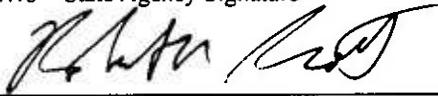
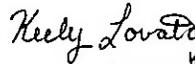
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive, P.O. Box 95 Concord, NH 03302-0095	
1.3 Contractor Name Hazen and Sawyer, P.C.		1.4 Contractor Address 498 7th Avenue, New York, NY 10018	
1.5 Contractor Phone Number 212-539-7000	1.6 Account Unit and Class 03-44-44-441018-5564-102	1.7 Completion Date June 30, 2026	1.8 Price Limitation \$349,918.00
1.9 Contracting Officer for State Agency		1.10 State Agency Telephone Number	
1.11 Contractor Signature  Date: 4/22/25		1.12 Name and Title of Contractor Signatory MATTHEW VALADE, VICE PRESIDENT	
1.13 State Agency Signature  Date: 4/28/25		1.14 Name and Title of State Agency Signatory ROBERT R. SCOTT, COMMISSIONER, NHDES	
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:  Keely Lovato On: 4/30/25			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials 
 Date 4/22/25

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.

Contractor Initials *MW*
Date *4/22/25*

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.

Contractor Initials
Date 4/22/25

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>

Contractor Initials MTV
Date 4/22/25

Exhibit B
Scope of Services

Project Background: New Hampshire's Public Water Systems (PWSs) face escalating risks from cyanobacterial harmful algal blooms (HABs), which reached record levels in 2024. These blooms strain aging infrastructure, reduce water treatment efficiency, and threaten public health due to cyanotoxin contamination. Persistent HABs increase operational challenges, including filter clogging, solids management issues, and potential cyanotoxin breakthroughs. Existing protocols, such as the NHDES CyanoHABs Response Protocol (2022), were developed to be expanded upon to include additional proactive monitoring and tailored treatment optimization strategies.

Hazen and Sawyer, P.C. (hereafter referred to as "Hazen") is selected to assist NHDES with optimization of drinking water treatment to remove cyanobacteria and cyanotoxins in PWSs by developing Water Treatment Optimization Plans (WTOPs) to enhance early detection, optimize treatment processes, and mitigate risks through a holistic, source-to-tap approach. The scope includes evaluating existing data, establishing triggers, and delivering actionable strategies for a minimum of 8 and up to 13 selected PWSs. (hereafter referred to "selected PWSs") Tasks are further described in Tasks 100 through 700 below, followed by Allowance items for optional work if deemed necessary by NHDES. These optional tasks will require approval by NHDES prior to any work being done.

A. Basic Services and Amendments: The scope of work, periods of service, and compensation have been estimated on the basis of the NHDES's and Hazen's understanding of the known Project requirements as of the date of the execution of the Agreement. The NHDES and Hazen agree that the NHDES may request changes that would modify the scope of work or period of performance. The NHDES and Hazen agree that required changes and/or modifications of the scope of work, period of service, and compensation for any project part will be established by amendment to this Agreement.

B. Project Objectives:

- Establish monitoring approaches and trigger thresholds to detect cyanobacteria/cyanotoxins.
- Optimize in-plant treatment processes (e.g., coagulation, oxidation, filtration) to remove cyanobacteria/cyanotoxins.
- Develop a statewide cyanobacteria and cyanotoxin optimization protocol to guide New Hampshire PWSs.

C. Project Scope –The scope includes the following tasks.

Task 100: Project Management

Project Coordination and Invoicing: This task will include coordination of team resources, project budget, schedule tracking, monthly invoicing. Hazen will prepare monthly invoices detailing project labor costs and other direct costs.

Contractor Initials MT
Date 2/12/25

Monthly Progress Meetings: Hazen shall hold monthly virtual meetings with NHDES to provide updates on project progress. Meeting discussions shall include budget and schedule updates, monthly project progress, and overview of action items and upcoming deadlines. Meeting agenda and meeting minutes will be provided to NHDES for up to twelve (12) progress meetings. Virtual meetings with participating PWSs shall be conducted, as-needed, in order to progress subsequent tasks outline below.

Quality Assurance Project Plan (QAPP): Develop a QAPP for implementing all primary and/or secondary data collection, analysis and use associated with the completion of project deliverables, in accordance with US EPA published guidance. Draft copies will be provided to NHDES for review and comment, and upon incorporation of NHDES's comments, the QAPP will be sent to US EPA Region 1 for review and comment. Upon US EPA approval, all required signatures will be obtained and a final copy provided to NHDES. (No data related work may be done until US EPA approves the QAPP)

Workshops: Hazen will hold an in-person kickoff workshop (2 hours) to introduce the Hazen team, discuss the project approach, and foster collaboration with key stakeholders. A virtual option for participating utilities shall be provided. The workshop will provide an overview of project timelines, milestones, deliverables, data requirements and detail of participant level of effort shall be provided. Kickoff meeting agenda, slides and meeting minutes will be provided in advance to NHDES for comment and distributed to PWSs.

Deliverable(s):

- Project schedule (12 months) - meetings, workshops interim and final deliverable dates, etc. Dates will be estimated and updated periodically.
- Monthly Invoicing (in accordance with NHDES invoice content and formatting requirements)
- Monthly Progress Meeting Agenda and Minutes (12)
- US EPA approved, signed QAPP
- Kickoff Workshop Agenda, PowerPoint Slides & Meeting Minutes

Task 200: Identify and Review

The objective of this task is to establish an understanding of the existing conditions (i.e., water sources, interconnections, treatment processes for selected PWSs, and historical challenges. This will be accomplished through site visits, interviews, and data review (water quality and operational data, previous monthly operating reports, construction drawings) from selected PWSs. The list of selected PWSs will be provided to NHDES for review and approval. To complete this task:

- a. Hazen will conduct site visits for selected PWSs to walk through treatment processes and interview staff to better understand existing conditions, challenges, and monitoring/data availability. During site visits, two (2) local Hazen staff and two (2) key technical staff will meet with PWS managers and operators. Each site visit will not exceed

Contractor Initials MM
Date 4/22/25

more than 2 hours per PWS, and site visits will be conducted consequently over a one business week period.

b. Hazen will compile available data that is available online through NHDES's Environmental Data Management portal (EMD), submit a detailed data request to NHDES for data not in the EMD and contact the selected PWSs to gather necessary historical (5 years) water quality and operational data. Based on availability, reservoir and raw water quality data could include bathymetry, flow data (inlet/outlet), water temperature, pH, Dissolved oxygen, enumerations, macronutrients (N, P), micronutrients (Fe, Mn), total organic carbon (TOC) and secondary metabolites (e.g., MIB, geosmin, cyanotoxins). Operational data and in-WTP water quality data could include chemical dosing, flows, solids production rate, turbidity, temperature, pH, secondary metabolites, filter runtimes, and previous monthly operating reports. Hazen will compile received data into a master dataset to complete data analysis for the selected PWSs described herein (Task 200) as well as Task 300, 400, and 500.

c. Raw water quality data will be analyzed to determine historical baseline trends and excursions driven by HAB proliferation, when applicable. This analysis will generate summary statistics (i.e., max, min, median, average, standard deviation, outliers) of key water quality parameters by season and PWS. The raw water quality analysis will delineate HAB and non-HAB periods to inform Task 300 and the analysis of in-WTP water quality and operational data described herein (Task 200). The in-WTP water quality and operational data will be analyzed to generate summary statistics (i.e., max, min, median, average, standard deviation, outliers) for key water quality parameters as well as removal efficiency, relative to baseline (non-HAB) and HAB conditions. The operational data will also be used to calculate performance metrics (i.e., unit filter run volume, solids production) for Task 300. Findings from this analysis will be provided for stakeholder review and memorialized in the PWS's corresponding WTOP, Task 600 deliverable.

Deliverable(s):

- Data review, trend analysis and findings (to be provided in minutes from monthly progress meeting with NHDES). Data compiled in the master database will be provided to NHDES in a format compatible with common databases.

Task 300: Establish HAB Triggers

The objective of this task is to identify changes in the raw water or in-plant treatment processes that may indicate HAB events are developing or occurring. This task will result in the identification of raw water triggers and in-water treatment plant (in-WTP) key performance indicators (KPIs) capable of detecting the early phases of an HAB and impacts to treatment processes, respectively. Raw water triggers will be prioritized to facilitate the proactive optimization of treatment operations. The KPIs will be used to determine integrity of unit processes during an active HABs. To complete this task:

Contractor Initials MBV
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- a. Hazen will leverage information gathered in Task 200, specifically on-going monitoring programs, historical water quality trends, and operational data; assuming monitoring is occurring, and historical data is available, if not, engineering/limnology expertise and peer-reviewed literature will be leveraged accordingly.
- b. Hazen will develop general monitoring guidelines applicable for PWSs' selected as well as other PWSs in the state. The guidelines include a risk-based (i.e., likelihood of a bloom), tiered approach to monitoring for both initial program development and annual adjustments. It will include a list of critical water quality, recommended frequency, and duration of monitoring based on risk. Additionally, it will include a tier structure for monitoring (i.e., increasing frequency and parameter coverage as growth increases). These general monitoring guidelines will be memorialized in Task 600 deliverable.
- c. Within the general monitoring guidelines, Hazen will identify a set of critical raw water parameters (not to exceed 8; chlorophyll-a, phycocyanin, cell enumerations, temperature, dissolved oxygen, cyanotoxins, cyanotoxin genes, common macronutrients and micronutrients) that contextualize algal/cyanobacterial growth and corresponding environmental conditions that support HAB development. Raw water parameters will be summarized in a table and each parameter will be defined as direct or indirect and leading or lagging indicator.
- d. From the identified water quality parameters (raw water), Hazen will select two triggers and establish thresholds for each trigger, respectively. The thresholds will include two levels, early warning and action. This exercise will be completed for the selected PWSs, considering the risk (current and future) and resources available (staff, budget, equipment, etc.). This will result in the selected PWSs having two raw water triggers, each with an early warning threshold and an action threshold. The tailored monitoring program will use the approach described in the general guidelines to determine parameters (triggers included), frequency, and locations. The resulting tailored monitoring program will be memorialized in the PWS's corresponding WTOP, Task 600 deliverable.
- i. Trigger selection and threshold establishment will be reviewed with NHDES to gain consensus of methodology for each PWS. This will be accomplished in a meeting format with Hazen and NHDES staff. Meeting minutes will serve as written confirmation of methodology.
- e. If the PWS does not currently monitor (i.e., no available equipment) and/or does not possess historical data, then triggers and thresholds will be established based on engineering/limnology expertise and peer-reviewed literature. The corresponding monitoring plan will summarize these assumptions as well as key actions for reassessing trigger thresholds. See Task 700 for potential additional support (in field).
- f. Given the inclusion of chlorophyll- α as a critical water quality parameter and the inherent spatial variability of growth/HABs, Hazen will incorporate remote sensing into the general monitoring guidelines as well as the tailored programs for each PWS. The remote sensing inclusion will focus solely on commercially available resources (APIs and data

Contractor Initials MN
Date 4/22/25

sources), including open source and for-purchase, that provide end-user, real-time bloom screening functionality. A summary of the viable remote sensing resources (APIs and data sources) will be provided in the general monitoring guidelines, including data processing approach (general), data access, data resolution, frequency, cost, and in-situ calibration capacity (i.e., is calibration an option and what/how much data are needed). Total of four APIs will be included; CyAN, Gybe, and two additional to be identified from market research. Satellite data sources to be included are Landsat (open source), Sentinel (open source), Ocean Land Colour Instrument (OLCI; open source), and Planet (for-purchase). If historical data is available, and selected PWS express an interest in incorporating satellite-based screening into their monitoring programs, in-situ calibration will be completed. If historical data does not exist, information will be provided on how to complete calibration in the future when data is available.

g. Hazen will identify in-WTP (KPIs) for unit processes that are affected by growth/HABs and relevant to the selected PWSs. The objective of the KPIs is to track changes in performance from growth/HAB (i.e., reduction in performance) as well as implementation of optimization protocols (i.e., increase in performance). This will be accomplished by leveraging findings from Task 200 to determine which unit processes will be affected, the degree to which it has been affected (assuming historical operational data is available for HAB and non-HAB periods), and corresponding KPI. An example is filter performance, the KPI is unit filter run volume (UFRV), and KPI quantitative range provided by historical operational data (i.e., leveraging HAB and non-HAB periods). This effort will be streamlined by assessing data respective to unit processes and leveraging the full operational dataset provided by the selected PWSs. In the absence of historical operational data, coverage/estimates from other participating PWSs, and/or lack of historical HABs, engineering expertise and/or Hazen models (i.e., filter model, mass balance model) will be used to inform KPIs and corresponding quantitative range; certainty relative to modeling will be documented, and calibration/validation will depend on historical operational data availability. This exercise will only be completed for selected PWSs and will be memorialized in the tailored monitoring program within WTOPs, respectively. General guidance for affected and relevant unit processes and corresponding KPI will be summarized monitoring guidance in Task 600 deliverable.

Workshops: Hazen will conduct a hybrid workshop (3 hr) inviting selected PWSs to review general monitoring guidance, proposed monitoring, draft triggers and KPIs, and methodology. This workshop will include representation from selected PWSs and NHDES. Proposed monitoring, triggers and KPIs will be presented for all PWSs simultaneously.

Deliverable(s):

- HAB Trigger Summary Table (raw water triggers and in- plant KPIs)
- Monitoring Plan

Contractor Initials MTV
Date 4/22/25

Task 400: Source Water/Reservoir Management Strategies

The objective of this task is to develop strategies to minimize cyanobacteria growth and cyanotoxin risks in the source water. Based on the information gathered in Tasks 200 and 300, Hazen will evaluate operational controls, and reservoir management strategies (reactive and preventative). To complete this task:

- a. Hazen will provide a technical presentation to NHDES to review *in-situ* reservoir management strategies, risks and benefits. This will be immediately followed by a questions and answers session to review NHDES concerns and state *in-situ* processes.
- b. Hazen will assess operational controls to respond to HAB events, considering each PWS's water source, treatment process, infrastructure, historical water quality, and operational constraints. The operational controls that will be evaluated may include assessing storage capacity to temporarily bypass HAB events if the PWS has storage tanks, developing protocols for safe storage use, investigating alternative intake depths, identifying interconnections of water sources such as alternative reservoirs and groundwater wells, evaluating the feasibility of flushing the reservoir with higher-quality water if applicable, and analyzing historical nutrient data like phosphorus and nitrates to identify seasonal patterns and recommend selective pumping during low-nutrient periods to limit reservoir inputs if applicable.
- c. Hazen will evaluate *in-situ* reservoir management strategies that will be identified based on findings from Task 200 and Task 300. Hazen will assess the feasibility of source water management strategies to minimize cyanobacteria and cyanotoxin risks. Source water management strategies include algacide (e.g., hydrogen peroxide, copper-based products, liquid/granular), phosphorus inactivation techniques, hypolimnetic oxygenation or destratification systems, and natural treatment systems and restoration practices like floating wetlands. Coordination with the Watershed Management Bureau and New Hampshire Department of Agriculture will be conducted to review the recommended strategies.
- d. General guidance for source water management strategies will be summarized in Task 600 deliverable. The resulting source water management strategies will be included in the PWS's corresponding WTOP, Task 600 deliverable.

Workshops: Hazen will conduct a hybrid workshop (3 hr) to review source water management actions during HAB events as well as present long-term source water management strategies. This workshop will include representation from each of the selected PWSs and NHDES. Proposed management strategies will be presented for all PWS simultaneously.

Task 500: Treatment Optimization and Cyanotoxin Response

The objective of this task is to develop optimization strategies for in-plant treatment processes to improve removal of cyanobacteria biomass and bolster in-WTP barriers for

Contractor Initials MSV
Date 4/22/25

cyanotoxins, ensuring no breakthrough. Additionally, response planning will be included to address potential cyanotoxin detections in raw or finished water. To complete this task:

a. Hazen will develop general guidance on unit processes optimization for cyanobacteria and cyanotoxin removal. Unit processes included will correspond to selected PWSs. The general guidance will be memorialized in Task 600 deliverable.

b. Hazen will develop optimization plans for all selected PWSs (i.e., WTOP). The WTOPs will include treatment train adjustments required to address increased biomass and cyanotoxin risk (i.e., adjusting pre-oxidant, improving coagulation chemistry to account for elevated pH and TOC, not recycling reclaimed water, wasting rate for solids, optimizing backwash, etc.) and corresponding actions (i.e., jar testing, tracking KPIs [Task 300]). Guidance provided in the optimization plan will be to the level-of-certainty substantiated by historical data. In the absence of data, engineering/limnology expertise and peer-reviewed literature will be leveraged. Dosing/chemical adjustments will need to be field verified, see Task 700 for additional support. All selected PWSs will receive WTOPs that will be memorialized in Task 600 deliverable.

c. Hazen will perform CyanoTOX modeling for all selected PWSs to assess in-WTP barriers to cyanotoxins (i.e., virtual stress test) and establish raw water trigger that ensure proactive action. CyanoTOX modeling will cover microcystins (microcystin-LR and/or mix), cylindrospermopsin, and anatoxin-a. To assess in-WTP barriers, CyanoTOX modeling will leverage the operational and raw water quality dataset generated in Task 200 to assess the variability of in-WTP barriers relative to historical CT, temperature, and pH (unique conditions, timeseries). In the absence of data, engineering/limnology expertise and peer-reviewed literature will be leveraged. A raw water threshold will be established based on the output (i.e., determine minimum in-WTP barrier based on raw water concentration, pH, temperature, and CT). The findings will be memorialized in the respective PWS WTOP, Task 600 deliverable. General guidance on CyanoTOX modeling approach will be provided in Task 600.

Workshops: Hazen will conduct a hybrid workshop (3 hr) to review general treatment optimization approach and review up to two (2) case studies of the selected PWSs.

Task 600: NH Cyanobacteria and Cyanotoxins Optimization Protocol and WTOPs

The completion of Tasks 200 through 500 will result in a New Hampshire-specific protocol to optimize the removal of cyanobacteria and cyanotoxins in drinking water treatment. The standardized framework used in Tasks 200 through 500 will be used to develop unique WTOPs for the selected PWSs. To complete this task:

a. Hazen will develop a statewide protocol to remove cyanobacteria and cyanotoxins in PWSs. The statewide protocol will account for the diversity of treatment trains, source water qualities, HAB histories, and resource levels across PWSs in New Hampshire. The statewide protocol will be appended with all selected, unique PWSs (assuming consent from each PWS to make publicly available).

Contractor Initials MMV
Date 4/22/25

b. The statewide protocol will include a section on transferability of the WTOPs developed for the listed PWSs to other systems with similar treatment trains. The transferability evaluation will identify uncertainties in the WTOPs developed for the listed PWSs, such as variability in source water quality, monitoring resources, treatment configurations, and operational constraints. The protocol will outline how these uncertainties may impact the adaptation of WTOPs to other systems and identify key criteria for aligning risk levels and associated response strategies.

c. Adaptation guidance will provide step-by-step instructions for using free tools like the Hazen-Adams CyanoTOX model to simulate treatment adjustments under local conditions and outline validation protocols for PWSs to collect and analyze site-specific data to confirm the effectiveness of adapted strategies.

d. The implementation framework will offer adaptation templates, including checklists and workflows for PWSs to adjust optimization thresholds, such as PAC dosing rates and pre-oxidation triggers, based on their unique conditions.

Workshops: A final workshop (3 hr) will be conducted with NHDES and all participating PWS staff. The workshop will be offered in a hybrid format (in-person and virtual) to review the final statewide protocol, WTOPs, and supplemental information. This workshop will include representation from each of the selected PWSs and NHDES

Deliverable(s):

- One (1) Statewide Protocol Document
- WTOPs for all selected PWSs

Task 700: Additional Services (Allowance)

Provide additional technical support as related to Tasks 200 through 500 as budget and resources allow. The tasks below are optional to support Tasks 200 through 500, as needed.

a. **Jar Testing and Treatment Adjustments:** Hazen can validate specific treatment adjustments, including coagulant dosing, PAC application, and oxidant optimization (e.g., chlorine, chloramines, ozone), to improve cyanotoxin removal.

b. **Coagulation Chemistry Assessment:** Hazen can assess the sensitivity and efficiency of coagulation chemistry under varying HAB conditions to ensure compatibility with existing infrastructure and treatment objectives.

c. **Cyanobacteria Lysis and Decay Kinetics:** Hazen can evaluate cyanobacteria lysis and decay kinetics to optimize strategies for managing intracellular toxin release during treatment.

Contractor Initials mt
Date 7/22/25

d. **Field Support:** Hazen can provide field support to aid in sampling efforts on an as needed basis. Hazen owns the necessary equipment (i.e., water quality sonde, Van Dorn sampler, and secchi disk) to support field sampling efforts.

Contractor Initials MSV
Date 4/22/25

Exhibit C
Method of Payment

All services shall be performed to the satisfaction of the Department before payment is made. Payments shall be made by the Department within 45 days of invoice receipt and approval. Invoices shall be submitted to the Department for payment no more than once per month. The budget for this project is not to exceed \$349,918.

NHDES may make partial payment where invoiced rates or mark-ups are not in accordance with the contract rates terms and conditions, or where the approved assignment budget has been exceeded without NHDES's written approval. Copies of marked-up invoices may be provided to the contractor.

Changes to the Scope of Services require NHDES approval in advance. All work must be completed and all invoices must be submitted to NHDES by the completion date listed on the agreement (Section 1.7).

The billing address shall be as follows:

Attn: Randal Suozzo, Email: randal.a.suozzo@des.nh.gov
New Hampshire Department of Environmental Services
Drinking Water and Groundwater Bureau
29 Hazen Drive, PO Box 95, Concord, NH 03302-0095

Contractor Initials MS ✓
Date 4/22/25

CERTIFICATION OF VOTE OF AUTHORIZATION

Date: March 18, 2025

I hereby certify that a meeting of the Board of Directors of Hazen and Sawyer, P.C.
Corporation

duly called and held at Phoenix, AZ, April 26, 2024, at which time a quorum
place and time

was present and acting, it was voted that Matthew T. Valade, the duly
name

qualified and acting Vice President of the Corporation, be and hereby is
title

authorized to execute and deliver for in behalf of the Corporation, a Contract with the
New Hampshire Department of Environmental Services (NHDES)

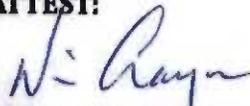
for Optimization of Drinking Water Treatment to Remove Cyanobacteria and Cyanotoxins,
purpose of contract

which Contract was presented to and made a part of the records of said meeting. I

further certify that said vote has not been repealed, rescinded, or amended.

A true copy of the record,

ATTEST:



Clerk of the Corporation



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 HAZEN AND SAWYER, P.C. is a New York Professional Profit Corporation registered to transact business in New Hampshire on January 23, 2006. 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: 550921

Certificate Number: 0007149442



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 4th day of April A.D. 2025.

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

David M. Scanlan
Secretary of State



HAZE&SA-01

KSUTTON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/4/2025

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 Ames & Gough 8300 Greensboro Drive Suite 980 McLean, VA 22102	CONTACT NAME: PHONE (A/C, No, Ext): (703) 827-2277		FAX (A/C, No): (703) 827-2279
	E-MAIL ADDRESS: admin@amesgough.com		
INSURER(S) AFFORDING COVERAGE			NAIC #
INSURER A: Continental Casualty Company (CNA) A, XV			20443
INSURER B: National Fire Insurance Company of Hartford A(XV)			20478
INSURER C: American Casualty Co of Reading, PA A(XV)			20427
INSURER D:			
INSURER E:			
INSURER F:			

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

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

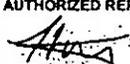
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			7036845683	3/29/2025	3/29/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			7036845635	3/29/2025	3/29/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp./Coll. Ded \$ 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 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> Y <input type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	7036845652	3/29/2025	3/29/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Professional Liab.			AEH008231489	3/29/2025	3/29/2026	Per Claim/Aggregate 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Optimization of Drinking Water Treatment to Remove Cyanobacteria and Cyanotoxins

The State of New Hampshire, Department of Environmental Services (NHDES) is included as additional insured with respect to General Liability and Automobile Liability when required by written contract. General Liability and Automobile Liability are primary and non-contributory over any existing insurance and limited to liability arising out of the operations of the named insured and when required by written contract. General Liability and Automobile Liability policies include a waiver of subrogation in favor of the additional insureds where permissible by state law and when required by written contract. 30-day Notice of Cancellation will be issued for the General Liability, Automobile Liability, Workers Compensation and Professional Liability policies in SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

State of New Hampshire, Department of Environmental Services (NHDES) 29 Hazen Drive Concord, NH 03302	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ADDITIONAL REMARKS SCHEDULE

AGENCY Ames & Gough		NAMED INSURED Hazen and Sawyer, P.C. 498 Seventh Avenue New York, NY 10018	
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
accordance with policy terms and conditions.
Pollution Liability coverage is provided and included within the Professional Liability policy noted above. It shares the limits of the Professional Liability policy.

Attachment A
Cyanobacteria Treatment Optimization for Public Water Systems
Using Surface Sources (Proposal Rankings)

Rankings for Firms Responding to Request for Proposals

Applicant	Notes	Average Score
Hazen and Sawyer, P.C.	Approved	93
Weston & Sampson Engineers, Inc.	Not Approved	49

Review Team Members

Name	Title	Bureau	Years of Service
Pierce Rigrod	Supervisor	Drinking Water and Groundwater Bureau	20
Michael Unger	Engineer	Drinking Water and Groundwater Bureau	6
Randal Suozzo	Engineer	Drinking Water and Groundwater Bureau	8