



WP-25-30

Wetlands Permitting

Status: Active

Submitted On: 10/7/2025

Primary Location

124 LAKE ST
Coventry, CT 06238

Owner

COVENTRY TOWN OF
1712 MAIN ST COVENTRY, CT 06238

Applicant

Benjamin Rach
 860-250-7327
 benjamin.rach@gza.com
 135 Seldon Road, Box 1 Unit i
Coventry, CT 06238

Applicant/Owner Information: Please note that "?" bubbles throughout the application provide additional helpful information when hovered over.

Applicant Information

Applicant's Association to Owner:*

Engineer

Applicant Business Name (if applicable)

GZA GeoEnvironmental

Owner Information

Owner Name

Town of Coventry

Owner Phone Number

Owner Email Address

Owner Address

Additional Information

Additional Agent, Engineer, Contractor Information (if applicable):

Wetlands Permitting

Type of Wetlands Application:*

As-of-Right Application

Type of Activity*

Other

Activity/Project Information

Description of Proposed Activity(s):* 

Design and eventual installation of a surface water circulator to aid in reducing bacteria levels in the Patriots Park Beach area. A floating platform is to be installed outside the swimming area and held in place by 4 moorings.

Distance in Feet from Regulated Wetlands/Watercourse:*

1

Square feet of Wetlands, Watercourse and/or Regulated Area Impacted:

< 2 sq ft to set moorings

Describe measures (if any) that will be taken to minimize the impact on wetlands, watercourses, and the regulated areas:

limited watercourse bottom connection (i.e. moorings)

Any additional and/or pertinent information:

very limited impact to surrounding areas due to activities. A dilution was calculated to demonstrate the effect of water circulation to areas outside Patriots Park and can be provided or presented as needed.

Is any portion of the property on which the regulated activity is proposed located within 500 feet of an adjoining municipality?*

No

Acknowledgments

I HEREBY ACKNOWLEDGE AND CERTIFY THAT I'M PERSONALLY FAMILIAR WITH ALL THE INFORMATION PROVIDED IN THIS APPLICATION AND THAT ALL STATEMENTS AND REPRESENTATIONS MADE ARE TRUE TO THE BEST OF MY KNOWLEDGE. I FURTHER CERTIFY THAT I AM AWARE OF THE PENALTIES FOR OBTAINING A PERMIT THROUGH DECEPTION OR THROUGH INACCURATE OR MISLEADING INFORMATION.*



The undersigned electronic signature hereby grants permission to this Agency and its Agent to conduct any necessary inspections of this property, at reasonable times, both before and after the permit in question has been granted by the Agency/Agent.*



I agree that my electronic signature below warrants the truth of all statements contained herein and in all supporting documents according to the best of the Agent &/or Owner(s) knowledge and belief, and that it is equivalent to a handwritten signature and is binding for all purposes related to this transaction.*

 Benjamin Rach

Oct 7, 2025



Ecosystem Consulting Service
A Division of GZA

GEOTECHNICAL
ENVIRONMENTAL
ECOLOGICAL
WATER
CONSTRUCTION
MANAGEMENT

135 Sheldon Road
Box 1, Unit 1
Manchester, CT 06042
T: 860.742.0744
ecosystemconsulting.com
gza.com

September 24, 2025
Proposal No. 05.P000339.26

Mr. James Drumm
Town of Coventry, CT
1712 Main Street
Coventry, CT 06238

Reference: Proposal for Patriots Park Beach Circulation Design and Cost Estimates

Dear Mr. Drumm:

GZA GeoEnvironmental, Inc. (GZA) is pleased to provide this proposal to the Town of Coventry (Town) for the design and cost estimation of a platform-based solar water circulation system for use at Patriots Park. Dr. Bob Kortmann previously provided the concept of using propeller-driven motors to circulate water at Patriots Park beach to help prevent elevated bacteria levels and subsequent beach closings. In mid-August, the Town and the Eastern Highland Health District performed a pilot study using a small boat anchored off the stern to circulate water in and out of the Patriots Park beach area. The results allowed the Town to open Patriots Park beach for the first time in over a month (post pilot study bacteria water testing results were 160 org/100 mL). Given the success of the pilot study, the Town has asked GZA to develop a design and cost estimate for the installation of a solar powered circulation system.

SCOPE OF SERVICES

Task 1

GZA's Task 1 scope of services will include the following:

- Design of a platform-based solar powered propellor circulation system to circulate potential bacteria accumulation out of the Patriots Park beach area with:
 - Options for both direct drive (operates only when sun hits the solar panels) and battery-powered system with a timer.
- Cost estimates for the two design options above, and
- A proposal for the construction and installation of the selected circulation in the spring of 2026.

Task 2

GZA's Task scope of services will include the following:

- Fill out and submit a wetlands permit through the Town of Coventry's website, and
- Attend one (1) in-person Inland Wetlands and Watercourses Commission (IWWC) meeting to discuss the circulation system and its mooring system.



SCHEDULE

GZA is prepared to commence our work upon receiving a returned and signed version of this proposal or a Purchase Order (PO) from the Town of Coventry. GZA intends to complete this scope of work in late 2025 with the final construction phase to be completed in early 2026 under a separate contract.

COST

The Project Cost Estimate for this effort is included below. This project will be run on a lump sum basis as follows:

PROJECT COST ESTIMATE	
PROJECT NAME:	Patriots Park Circulator Design and Cost Estimates
Design and Cost Estimating	\$5,550
IWWC Application and Meeting Attendance	\$1,900
Estimated Project Total :	\$7,450

This proposal and the attached Terms and Conditions will constitute the basis upon which our services will be provided. This proposal may be accepted by signing the designated space below and returning a copy to us or by issuing a PO.

Thank you for the opportunity to provide this proposal. If you have any questions, please contact Ben Rach at 860-250-7327.

Very truly yours,
GZA GeoEnvironmental, Inc.


Benjamin Rach, LMA
Senior Project Manager


David Rusczyk, PE
Associate Principal

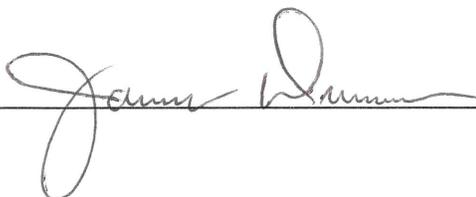


Benjamin Burpee, PhD, CLM
Consultant Reviewer

Attachment: Terms and Conditions (08/25-Edition/05-9010)

This Proposal for Services and the Terms and Conditions are hereby accepted and executed by a duly authorized signatory, who by execution hereof, warrants that he/she has full authority to act for, in the name, and on behalf of Client.

Accepted by: **TOWN OF COVENTRY**

Signature: 

Date: 9-25-25



TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

© 2025 by GZA GeoEnvironmental, Inc.

These Terms and Conditions, together with GZA's Proposal, make up the Agreement between GZA and You, the Client, named in the Proposal. If the attached GZA Proposal is styled as a Master Services Agreement, then these Terms and Conditions will apply to any and all Services ordered by you and performed by GZA.

BEFORE SIGNING THE PROPOSAL, BE SURE YOU READ AND UNDERSTAND THE PARAGRAPHS ENTITLED "INDEMNIFICATION", "LIMITATION OF REMEDIES" AND "DISPUTES" WHICH DEAL WITH THE ALLOCATION OF RISK BETWEEN YOU AND GZA.

- 1) **Services.** GZA will perform the services set forth in its Proposal and any amendments or change orders authorized by you (the "Services"). Any request or direction from you that would require extra work or additional time for performance or would result in an increase in GZA's costs will be the subject of a negotiated amendment or change order. All Services performed by GZA will be governed by this Agreement, even if performed prior to your execution of the Proposal.
- 2) **Term.** If the attached GZA proposal is styled as a Master Services Agreement, then the term of this Agreement will begin on the date of execution of the proposal (the "Effective Date"), and either party may terminate this Agreement for convenience upon thirty (30) days' written notice, provided that GZA will be paid for all services performed through the date of termination.
- 3) **Standard of Care; Warranties.**
 - a) GZA will perform professional Services with the degree of skill and care ordinarily exercised by qualified professionals performing the same type of services at the same time under similar conditions in the same or similar locality. GZA's sole responsibility with regard to Services which do not meet the foregoing standard of care is to reperform such Services, at GZA's expense, but only if you provide GZA written notice of such non-conformity within ninety (90) days after completion of the Services.
 - b) **NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING WARRANTY OF MARKETABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IS MADE OR INTENDED BY GZA'S PROPOSAL OR BY ANY OF GZA'S REPORTS OR OTHER CONDUCT.**
 - c) GZA assigns to you any manufacturers' warranties of equipment or materials purchased from others, to the extent they are assignable, and your sole recourse will be against the manufacturer. Full risk of loss of materials and equipment will pass to you upon delivery to the Site, and you will be responsible for insuring and otherwise protecting them against theft and damage.
- 4) **Payment.**
 - a) Except as otherwise stated in the Proposal, you will compensate GZA for the Services at the rates set forth in the applicable Proposal, amendment or change order; reimburse its expenses, which will include a communication fee calculated as a percentage of labor invoiced; and pay any sales or similar taxes thereon.
 - b) Any retainer specified in GZA's Proposal shall be due prior to the start of Services and will be applied to the final invoice for Services.
 - c) GZA will submit invoices periodically, and payment will be due within 20 days from invoice date. You will notify GZA in writing of any invoice disputes within 10 days of the invoice date, and if no written notice of dispute is received, the invoice will be deemed approved in full. Overdue payments will bear interest at 1½ percent per month or, if lower, the maximum lawful rate. GZA may terminate the Services upon 10 days' written notice anytime your payment is overdue on this or any other project and you will pay for all Services through termination, plus termination costs. You will reimburse GZA's costs of collecting overdue invoices, including reasonable attorneys' fees (including costs for time expended by in-house counsel, which will be charged to you at the prevailing market rate for attorneys of similar experience practicing in the jurisdiction). Any amounts paid by you to GZA will be applied first to interest and costs incurred by GZA, and then to the principal balance.
- 5) **Your Responsibilities.**
 - a) If the Services involve entry onto a third-party property or otherwise require access to property you do not own or control, you will secure the access agreements, approvals, permits, licenses and consents necessary for performance of the Services, without GZA becoming a party to or otherwise being required to sign any such agreements, approvals, permits, licenses and consents. If you are the owner or operator of the Site, you will provide GZA with all documents, plans, information concerning underground structures (including but not limited to utilities, conduits, pipes, and tanks), information related to hazardous materials or other environmental or geotechnical conditions at the Site (including, if applicable, asbestos containing materials ["ACM"]) and other information that may be pertinent to the Services or, if you are not the owner or operator of the Site, you agree to make reasonable efforts to obtain these same documents and provide them to GZA. GZA is entitled to rely on the accuracy and completeness of documents and information you provide. You acknowledge that the quality of the Services provided by GZA is directly related to the accuracy and completeness of the information and data that you furnish to GZA.
 - b) If you use the services of a contractor or construction manager at the Site, you agree to use best and reasonable efforts to include in your agreement(s) with the contractor or construction manager provisions obligating the latter:
 - i) to defend, indemnify and hold harmless, to the fullest extent permitted by law, GZA, its affiliates and subsidiaries, and each of their officers, directors, members, partners, agents, insurers, employees, and subconsultants (the "GZA Indemnitees") and you, for or on account of any claims, liabilities, costs and expenses, including attorneys' fees, arising out of or relating to the design or implementation of construction means, methods, procedures, techniques, and sequences of construction, including safety precautions or programs, of the contractor, the construction manager, or any of their subcontractors or any engineer engaged by them;
 - ii) to name you and GZA as additional insureds under general liability and builder's risk insurance coverages maintained by the contractor or construction manager, or any of their subcontractors, and to ensure that such policies are primary and noncontributory with regard to the above indemnity obligations; and
 - iii) to require that all of their subcontractors agree and be bound to the obligations set forth in (i) and (ii) above.
 - c) In the event that you are unable to secure such provisions in the agreement(s) with the contractor or construction manager, you shall promptly (but in any event prior to the commencement of the Services) notify GZA and GZA shall have the opportunity to negotiate with you reasonable substitute risk allocation and insurance indemnities and protections. Failure to provide such notice will be a material breach of this Agreement.
 - d) To the extent you are entitled to indemnification (either contractual or at common law) or are otherwise indemnified by the contractor or construction manager and/or their subcontractors, you agree to waive any claim (including without limitation indemnification or insurance claims) against GZA.
- 6) **Right of Entry; Site Restoration.** You grant GZA and its subcontractor(s) permission to enter the Site to perform the Services. If you do not own the Site, you represent and warrant that the owner has granted permission for GZA to enter the Site and perform the Services; you will provide reasonable verification on request; and you will indemnify the GZA Indemnitees for any claims by the Site owner related to alleged trespass by GZA or its subcontractors. Although GZA will exercise reasonable care to limit damage to landscaping, paving, systems and structures at the Site, you acknowledge that some damage may occur even with the exercise of due care and you agree to compensate GZA for any restoration it is asked to perform, unless otherwise indicated in the Proposal.



- 7) **Underground Facilities.** GZA's only responsibility under this Agreement will be to provide proper notification to the applicable state utility "Call-Before-You-Dig" program. You further agree to assume responsibility for and to defend, indemnify and hold harmless GZA with respect to personal injury and property damages due to GZA's interference with subterranean structures including but not limited to utilities, conduits, pipes, and tanks:
 - a) that are not correctly shown on any plans and information you or governmental authorities provide to GZA; or
 - b) that are not correctly marked by the appropriate utility.
- 8) **Reliance.** The services, information, and other data furnished by you shall be at your expense, and GZA may rely upon all information and data that you furnish, including the accuracy and completeness thereof. You acknowledge that the quality of the Services provided by GZA is directly related to the accuracy and completeness of the information and data that you furnish to GZA. **GZA'S REPORTS ARE PREPARED FOR AND MADE AVAILABLE FOR YOUR SOLE USE. YOU ACKNOWLEDGE AND AGREE THAT USE OF OR RELIANCE UPON THE REPORT OR THE FINDINGS IN THE REPORT BY ANY OTHER PARTY, OR FOR ANY OTHER PROJECT OR PURPOSE, SHALL BE AT YOUR OR SUCH OTHER PARTY'S SOLE RISK AND WITHOUT ANY LIABILITY TO GZA. YOU SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE GZA INDEMNITEES FROM ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES, INCLUDING ATTORNEYS' FEES, ARISING OUT OF OR RESULTING FROM ANY USE, REUSE, OR MODIFICATION OF THE DOCUMENTS WITHOUT WRITTEN VERIFICATION, COMPLETION, OR ADAPTATION BY GZA AND SUCH LIMITED LICENSE TO YOU SHALL NOT CREATE ANY RIGHTS IN THIRD PARTIES.** However, in GZA's sole discretion, which may be withheld for any reason whatsoever, if you request that GZA extend reliance to a third party, then such reliance will be conditioned upon the third party's acceptance of such reliance on GZA's standard reliance terms and you will be obligated to pay GZA a reliance fee calculated as 10% of GZA's original fee for the report upon which reliance is being extended.
- 9) **Lab Tests and Samples.** GZA is entitled to rely on the results of laboratory tests using generally accepted methodologies. GZA may dispose of samples in accordance with applicable laws 30 days after submitting test results to you unless you request in writing for them to be returned to you or to be held longer, in which case you will compensate GZA for storage and/or shipping beyond 30 days.
- 10) **GZA Professionals.** GZA employees or consultants may act as licensed, certified or registered professionals (including but not limited to Professional Engineers, Licensed Site or Environmental Professionals, Certified Hazardous Materials Managers, or Certified Industrial Hygienists, collectively referred to in this section as "GZA Professionals"), whose duties may include the rendering of independent professional opinions. You acknowledge that a federal, state or local agency or other third party may audit the Services of GZA or other contractor/consultant(s), which audit may require additional Services, even though GZA and such GZA Professionals have each performed such Services in accordance with the standard of care set forth herein. You agree to compensate GZA for all Services performed in response to such an audit, or to meet additional requirements resulting from such an audit, at the rates set forth in the applicable Proposal, amendment or change order.
- 11) **Hazardous Materials; GZA "Not a Generator".** Before any hazardous or contaminated materials, including, if applicable, ACMs (the "Wastes") are removed from the Site, you will sign manifests naming you as the generator of the Wastes (or, if you are not the generator, you will arrange for the generator to sign). You will select the treatment or disposal facility to which any Wastes are taken. GZA will not be the generator or owner of, nor will it possess, take title to, or assume legal liability for any Wastes at or removed from the Site. GZA will not have responsibility for or control of the Site or of operations or activities at the Site other than its own. GZA will not undertake, arrange for or control the handling, treatment, storage, removal, shipment, transportation or disposal of any Wastes at or removed from the Site, other than any laboratory samples it collects or tests. You agree to defend, indemnify and hold the GZA Indemnitees harmless for any costs or liability incurred by GZA in defense of or in payment for any legal actions in which it is alleged that GZA is the owner, generator, treater, storer or disposer of any Wastes.
- 12) **Limits on GZA's Responsibility.** GZA will not be responsible for the acts or omissions of contractors or others at the Site, except for its own subcontractors and employees. GZA will not supervise, direct or assume control over or the authority to stop any contractor's work, nor shall GZA's professional activities nor the presence of GZA or its employees and subcontractors be construed to imply that GZA has authority over or responsibility for the means, methods, techniques, sequences or procedures of construction, for work site health or safety precautions or programs, or for any failure of contractors to comply with contracts, plans, specifications or laws. Any opinions by GZA of probable costs of labor, materials, equipment or services to be furnished by others are strictly estimates and are not a guarantee that actual costs will be consistent with the estimates.
- 13) **Changed Conditions.**
 - a) You recognize the uncertainties related to the Services (including, without limitation, environmental and geotechnical Services), which often require a phased or exploratory approach, with the need for additional Services becoming apparent during the Services. You also recognize that actual conditions encountered may vary significantly from those anticipated, that laws and regulations are subject to change, and that the requirements of regulatory authorities are often unpredictable.
 - b) If changed or unanticipated conditions or delays make additional Services necessary or result in additional costs or time for performance, GZA will notify you and the parties will negotiate appropriate changes to the scope of Services, compensation and schedule.
 - c) If no agreement can be reached, GZA will be entitled to terminate the Services and to be equitably compensated for the Services already performed. GZA will not be responsible for delays or failures to perform due to weather, labor disputes, intervention by or inability to get approvals from public authorities, acts or omissions on your part, or any other causes beyond GZA's reasonable control, and you will compensate GZA for any resulting increase in its costs.
- 14) **Documents and Information.** All documents, data, calculations and work papers prepared or furnished by GZA are instruments of service and will remain GZA's property. Designs, reports, data and other work product delivered to you are for your use only, for the limited purposes disclosed to GZA. Any delayed use, use at another site, use on another project, or use by a third party will be at the user's sole risk, and without any liability to GZA. Any technology, methodology or technical information learned or developed by GZA will remain its property. Provided GZA is not in default under this Agreement, GZA's designs will not be used to complete this project by others, except by written agreement relating to use, liability and compensation.
- 15) **Electronic Media.** In accepting and utilizing any drawings, reports and data on any form of electronic media generated by GZA, you covenant and agree that all such electronic files are instruments of service of GZA, who shall be deemed the author and shall retain all common law, statutory law and other rights, including copyrights. In the event of a conflict between the signed documents prepared by GZA and electronic files, the signed documents shall govern. You agree not to reuse these electronic files, in whole or in part, for any purpose or project other than the project that is the subject of this Agreement. Any transfer of these electronic files to others or reuse or modifications to such files by you without the prior written consent of GZA will be at the user's sole risk and without any liability to GZA.
- 16) **Confidentiality; Subpoenas.** Information about this Agreement and GZA's Services and information you provide to GZA regarding your business and the Site, other than information available to the public and information acquired from third parties, will be maintained in confidence and will not be disclosed to others without your consent, except as GZA reasonably believes is necessary: (a) to perform the Services; (b) to comply with professional standards to protect public health, safety and the environment; and (c) to comply with laws, regulations, court orders and professional obligations. GZA will make reasonable efforts to give



you prior notice of any disclosure under (b) or (c) above. Information available to the public and information acquired from third parties will not be considered confidential. You will reimburse GZA for responding to any subpoena or governmental inquiry or audit related to the Services, at the rates set forth in the applicable Proposal, amendment or change order (including, without limitation, for outside counsel expenses incurred by GZA and/or time expended by in-house counsel, which will be charged to you at the prevailing market rate for attorneys of similar experience practicing in the jurisdiction). Notwithstanding the foregoing, GZA shall be entitled to use your name and a general description of the Services in promotional materials.

- 17) **Insurance.** During performance of the Services, GZA will maintain workers' compensation, commercial general liability, automobile liability, and professional liability/contractor's pollution liability insurance. GZA will furnish you certificates of such insurance on request.
- 18) **Indemnification.** You agree to hold harmless, indemnify, and defend the GZA Indemnitees against all claims, suits, fines and penalties, including mandated cleanup costs and attorneys' fees and other costs of settlement and defense, which claims, suits, fines, penalties or costs arise out of or are related to this Agreement or the Services, except to the extent they are caused by GZA's negligence or willful misconduct. The duty to defend will be triggered upon a claim, suit, fine and/or penalty being alleged or threatened, and will only terminate when and to the extent GZA's proportion of negligence is finally adjudicated by a court of competent jurisdiction. If the foregoing indemnification is determined to be void or unenforceable as a matter of law, then it shall be automatically reformed to apply the original intent of the clause to the maximum extent permissible by law.
- 19) **Limitation of Remedies.**
- To the fullest extent permitted by law and notwithstanding anything else in this Agreement to the contrary, the aggregate liability of GZA and its affiliates, parents and subsidiaries and subcontractors and each of their employees, insurers, principals, officers, directors, partners and agents (collectively referred to in this paragraph as "GZA") for all claims (arising in tort, by contract or otherwise, and specifically including any indemnification or contribution obligation owed by GZA, arising under contract or at common law, if any) arising out of this Agreement or in any way related to GZA's Services is limited to \$50,000 or, if greater, 10% of the compensation received by GZA under this Agreement.
 - You may elect to increase the limit of liability by paying an additional fee, such fee to be negotiated prior to the execution of this Agreement.
 - Any claim (as described in 19(a)) against GZA related in any way to the Services provided pursuant to this Proposal, or the terms herein, is waived unless suit is commenced in a proper jurisdiction within one year of substantial completion of GZA's Services. This waiver may not be construed to extend any applicable statute of limitations.
 - GZA will not be liable for lost profits, loss of use of property, delays, contractual penalties or other special, indirect, incidental, consequential, punitive, exemplary, liquidated, or multiple damages. This includes but is not limited to fines and/or penalties and/or sanctions imposed by any local, state, or federal government, agency, or regulatory body.
 - GZA will not be liable to you or the Site owner for injuries or deaths suffered by GZA's or its subcontractors' employees.
 - You will look solely to GZA for your remedy for any claim arising out of or relating to this Agreement, including any claim arising out of or relating to alleged negligence or errors or omissions of any GZA principal, officer, employee or agent. To the extent damages are covered by property insurance or any other insurance, both you and GZA waive all rights against each other and against the contractors, consultants, agents, and employees of the other, for damages, except such rights as they may have to the proceeds of such insurance as set forth in this Agreement. You or GZA, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.
- 20) **Disputes.**
- Subject to the provisions of 20(d) below, all disputes between you and GZA shall be subject to non-binding mediation.
 - Either party may demand mediation by serving a written notice stating the essential nature of the dispute, the amount of time or money claimed, and requiring that the matter be mediated within forty-five (45) days of service of notice.
 - The mediation shall be administered by the American Arbitration Association in accordance with its most recent Construction Mediation Rules, or by such other person or organization as the parties may agree upon.
 - No action or suit may be commenced unless mediation has occurred but did not resolve the dispute, or unless a statute of limitations period or the one-year waiver period described in 19(c) above would expire if suit were not filed prior to such forty-five (45) days after service of notice. However, where non-payment of an invoice has occurred and GZA sends you a final demand letter for payment, your failure to remit payment in full (including interest, costs, attorneys fees and all other charges permitted by Section 4(c)) within ten (10) days of receipt (or, for certified mail, the date of the first attempt to deliver the letter to your address of record if you ultimately do not accept receipt of the letter or the letter is otherwise undeliverable to your address of record with GZA or with the Secretary of State in the jurisdiction where you are organized) of such letter will be deemed to be a waiver of your right to enforce this mediation clause and GZA may immediately file suit to enforce the terms of this Agreement.
 - In the event GZA commences litigation to recover payment of an unpaid invoice, you shall not be permitted to interpose any counterclaim. Any claim against GZA which remains viable under the terms of this Agreement must instead be brought in a separate action against GZA, subject to the terms of this Agreement, including, without limitation, the pre-suit certification requirement contained in Section 20(g).
 - You agree to pay reasonable attorneys' fees and all other costs and expenses (including, but not limited to reasonable investigative expenses and expert and consultant expenses) which may be incurred by GZA in the enforcement of this Agreement in the event that (a) it is finally adjudicated by a court of competent jurisdiction that you have breached this Agreement; or (b) where you allege that GZA has breached this Agreement or otherwise acted negligently and it is finally adjudicated by a court of competent jurisdiction that GZA did not in fact breach this Agreement or act negligently. If for any reason it is adjudicated that the foregoing provision is in violation of applicable law, is subject to a state statute automatically converting this clause to be reciprocal between the parties, is contrary to public policy or is unconscionable or a contract of adhesion, then the foregoing clause will be null and void and of no effect. Under no circumstances shall the foregoing clause be replaced with a reciprocal clause.
 - You shall make no claim against GZA for professional negligent acts, errors, omissions and/or alleged breach of contract either directly, indirectly, as a counterclaim or crossclaim, or in a third party claim, unless you have first provided GZA with a written certification executed by an independent professional practicing in the same discipline as GZA and licensed in the jurisdiction in which GZA provided you its Services. This certification must (i) identify the name and license of the certifier, (ii) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of professional performing professional services under similar circumstances; and (iii) state in complete detail the basis for certifier's opinion that each such act or omission constitutes a violation of the standard of care. This certificate must be provided to GZA no less than thirty (30) days prior to the submission of a formal claim.

- h) With regard to Sections 5, 6, 8, 19 and 20 of this Agreement, the terms "claim", "any claim" and "all claims" shall be defined as broadly as legally possible, including without limitation any and all claims arising in contract (including indemnification obligations owed by GZA, if any), tort or by any other legal theory or argument.
- 21) **Miscellaneous.**
- a) This Agreement and all claims relating thereto shall be governed by the substantive and procedural laws of the Commonwealth of Massachusetts, as they presently exist or may hereafter be amended, without regard to principles of conflict of laws.
 - b) The above terms and conditions regarding Limitation of Remedies and Indemnification shall survive the completion of the Services under this Agreement and the termination of the contract for any reason.
 - c) Any amendment to these Terms and Conditions must be in writing and signed by both parties. No modification of these Terms and Conditions will be binding against GZA unless specifically approved in writing by a principal of GZA.
 - d) Having received these Terms and Conditions, your oral authorization to commence Services, your acceptance of performance of the Services, your actions, or your use of the Report or Work Product constitutes your acceptance of them.
 - e) This Agreement supersedes any contract terms, purchase orders or other documents issued by you, even if signed by an authorized representative of GZA.
 - f) Neither party may assign or transfer this Agreement or any rights or duties hereunder without the written consent of the other party.
 - g) Your failure or the failure of your successors or assigns to receive payment, reimbursement, insurance proceeds or grant funds from any other party for any reason whatsoever shall not absolve you, your successors or assigns of any obligation to pay any sum to GZA under this agreement.
 - h) These Terms and Conditions shall govern over any inconsistent terms in GZA's Proposal.
 - i) Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect on the parties, who agree that the Agreement shall be reformed to replace such voided provision with a valid and enforceable provision that comes as close as possible to expressing the intention of the voided provision.
 - j) The covenants and agreements contained in this Agreement shall apply to, inure to the benefit of and be binding upon the parties hereto and upon their respective successors and assigns.
 - k) Any reports generated by GZA will be subject to GZA's standard report limitations for that particular type of report.
 - l) To the extent applicable to GZA's Services, you acknowledge and agree that GZA cannot anticipate the effects of climate change/extreme weather on any report, design or other document produced by GZA, unless such analysis is specifically within the scope of GZA's Services.
 - m) You agree that during the performance of GZA's Services and for a period of twelve (12) months completion of those Services, you will not encourage, induce, or otherwise solicit, or actively assist any other person or organization to encourage, induce or otherwise solicit, directly or indirectly, any employee of the GZA or any of its affiliates to terminate their employment with GZA or any of its affiliates, or otherwise interfere with the advantageous business relationship of GZA or any of its affiliates with their employees. You agree that if you violate this non-solicitation provision, you will pay GZA liquidated damages in an amount equal to the total earnings of the solicited employee during the last twelve (12) months of their employment with GZA.
 - n) This Agreement does not create any third-party beneficiaries and is intended for the benefit of the parties hereto and their respective successors and permitted assigns, and is not for the benefit of, nor may any provision hereof be enforced by, anyone else.
- 22) **Asbestos Abatement Services (If Applicable).** If the Services include asbestos abatement services, then the following terms and conditions will apply and will supersede any conflicting terms contained elsewhere in this Agreement.
- a) You acknowledge that conditions can vary from those encountered at the times and locations of explorations and data collection, and that the limitation on available data may result in some level of uncertainty with respect to the interpretation of those conditions, despite due professional care. GZA therefore cannot guarantee specific results such as the identification or removal of all asbestos or other contamination.
- 23) **Microbial Services (If Applicable).** If the Services include Microbial services, then the following terms and conditions will apply and will supersede any conflicting terms contained elsewhere in this Agreement. For purposes of this Agreement, Microbial is defined as any and all fungal and/or bacterial growth including but not limited to mold, mildew, yeast, fungus, fungi, bacteria, spores, odors, particulates, vapors, gas, or other emissions produced by or arising out of or toxins emanating therefrom.
- a) You recognize that meeting the standard of care does not establish an assurance that corrective procedures will be permanent. Because Microbial infestations are created by near-omnipresent living microscopic spores which grow very quickly and are influenced by nanoclimatological conditions that are very difficult to detect and sources of water intrusion, elevated moisture or relative humidity over which GZA has neither control or responsibility, GZA cannot and does not claim that its Services will eliminate the risk of a Microbial infestation recurring.
 - b) You acknowledge that the Services entail risk of personal injury and property damage (including cross-contamination) that cannot be avoided, even with the exercise of due care. You also acknowledge that environmental conditions can vary from those encountered at the times and locations of explorations and data collection, and that the limitation on available data may result in some level of uncertainty with respect to the interpretation of these conditions, despite due care. GZA therefore cannot guarantee specific results such as the identification of all contamination or other environmental conditions or problems nor their resolution.
 - c) You acknowledge that Microbial infestations may be hidden from view and concealed in locations that are difficult to discover. Accordingly, you agree that despite GZA's efforts, some Microbial locations may remain undetected. In such situations, you agree that you will have no claim against GZA provided GZA followed the applicable standard of care and all applicable laws and regulations pertaining to the Work.
 - d) You further agree that when GZA performs Services intended to minimize the risk of Microbial infestations, GZA shall not be liable for damages resulting from Microbial contamination including but not limited to fungal or bacterial infestations and water damage or dry or wet rot. You agree to waive any Microbial infestation claim(s) against GZA and you agree to indemnify, defend and hold the GZA Indemnitees harmless from any claim alleging that GZA's Services caused or aggravated a Microbial infestation or did not prevent a Microbial infestation from recurring.

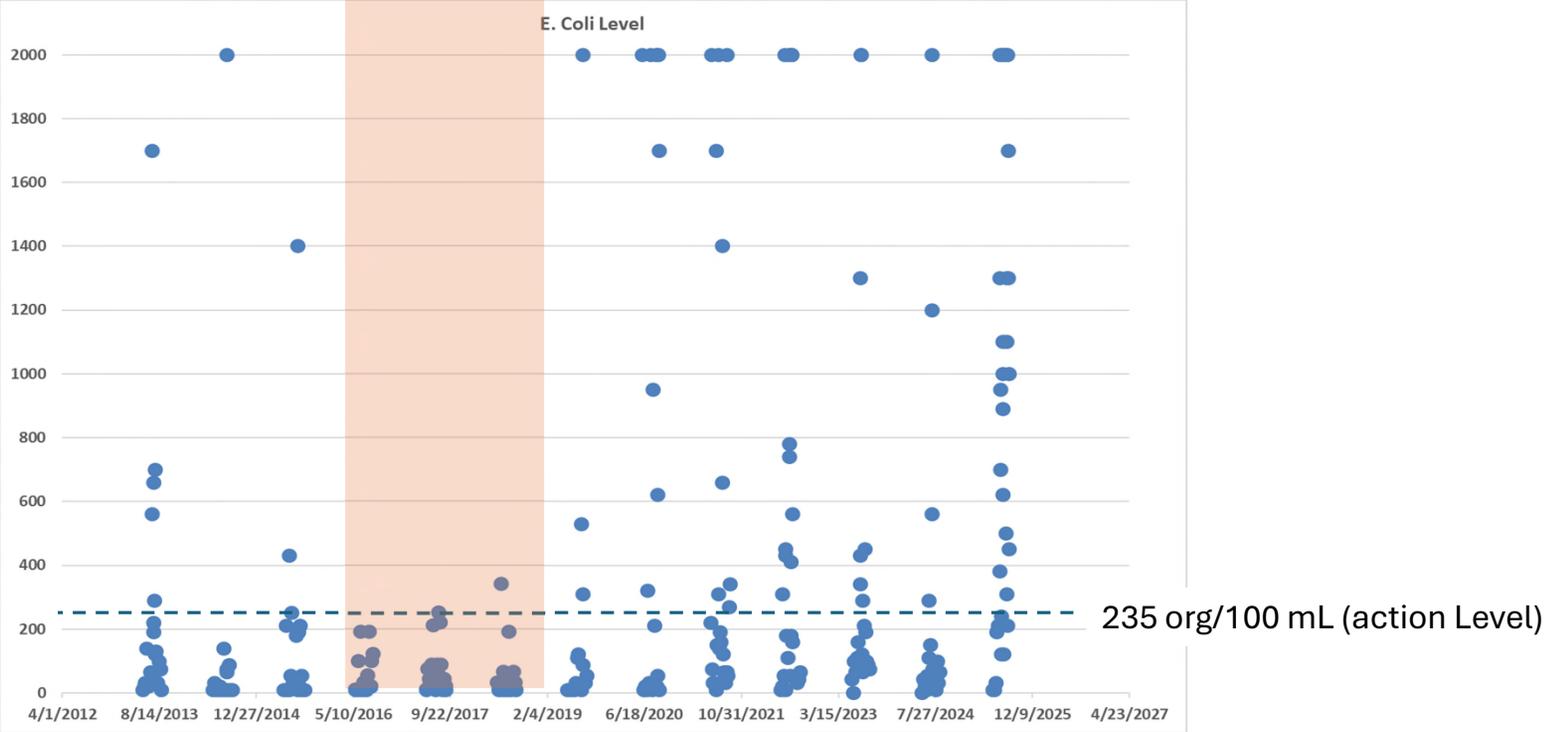
Patriots Park Horizontal Circulator Concept

Concept - Enhanced circulation of water through the Patriots Park Swim Area to move water out of the beach/swimming area and into the main body of water.

Questions?

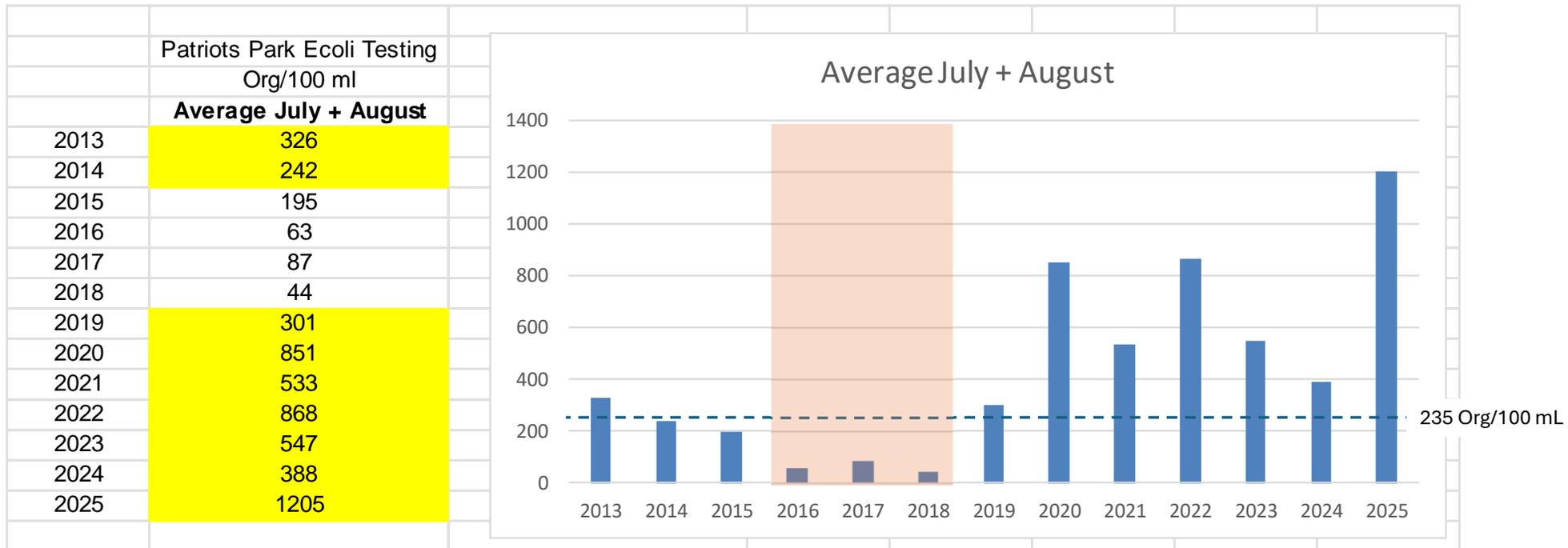
- Are Patriots Park bacteria levels higher than other areas of the lake?
- Will the concept reduce bacteria levels at Patriots Park beach area?
- Will the concept impact bacteria levels at other portions of Coventry Lake?
- What will the final horizontal circulator look like and what contacts will it have on the lake bottom?

Patriot's Swimming Area Bacteria Testing 2013-2025



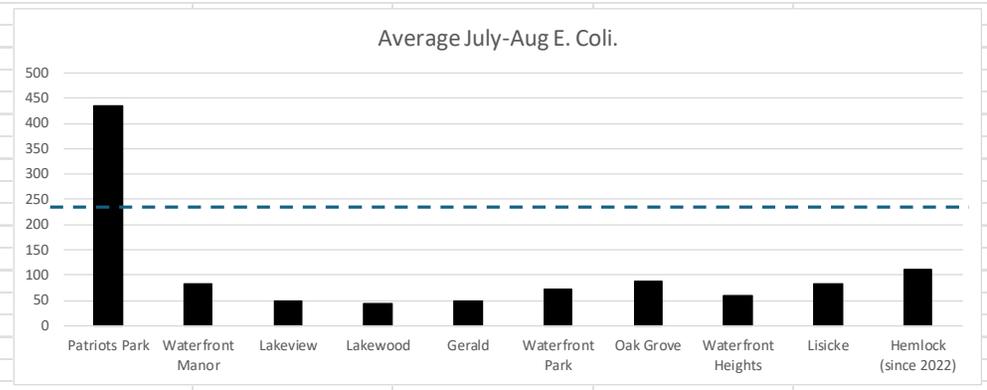
Note that bacteria levels were low during the drought in 2016-2018 (suggesting a runoff relationship) and have appeared to increase in recent years.

Data collection and analysis by
Eastern Highlands Health District
(Provided to GZA by Rob Miller)

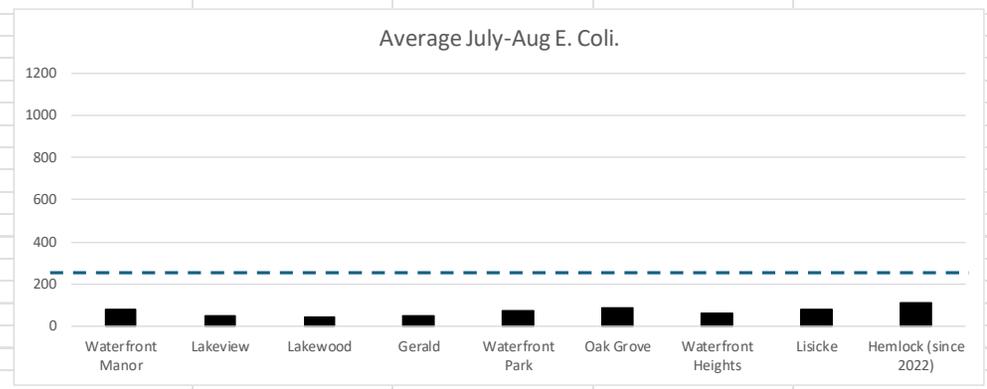


Vertical bars indicate E. Coli test results during July and August for each year since 2013. Note that bacteria levels were low during the drought in 2016-2018 and have appeared to increase in recent years.

	2013-2025
	Average July-Aug E. Coli.
Patriots Park	435
Waterfront Manor	82
Lakeview	50
Lakewood	43
Gerald	49
Waterfront Park	72
Oak Grove	89
Waterfront Heights	59
Lisicke	82
Hemlock (since 2022)	112

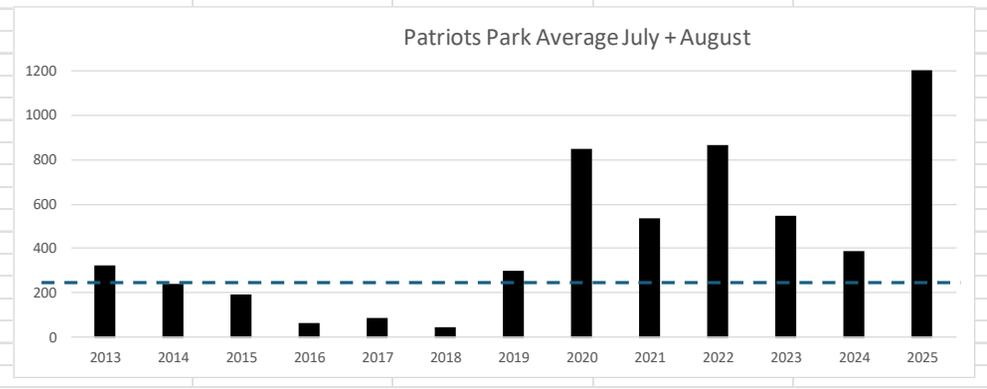


Average July-August Associations 2013-2025
71 Org/100ml
 (Lake average, excluding Patriots Park)



Average July-August Associations 2013-2025
 (With Patriots Park Removed)

	Patriots Park Ecoli Testing Org/100 ml
	Average July + August
2013	326
2014	242
2015	195
2016	63
2017	87
2018	44
2019	301
2020	851
2021	533
2022	868
2023	547
2024	388
2025	1205



Patriots Park - Average July-August 2013-2025
435 Org/100ml
 (Patriots Park Only)

----- = action level of 235 Org/100 mL



Note the bowed swim area buoy line due to the proof-of-concept circulation test by EHHD.

The enhanced circulation of water through the Patriots Park Swim Area is intended to reduce the frequency and duration of bacterial exceedances that cause beach shutdowns.

A proof-of-concept test was performed by EHHD using a small boat at low throttle for 30 minutes, with very promising results.

Pre-proof of concept test results

- August 12, 2025 = 1,000 Org/100 mL

Post-proof of concept test results

- August 14, 2025 = 160 Org/100 mL

Equals an 84% reduction in bacteria levels



The enhanced circulation of water through the Patriots Park Swim Area will move water out of the beach/swimming area and into the main body of water.

In order to assess the potential effects on any residential waterfronts, dilution factors were computed using the bacteria levels observed at other tested beach locations as an “assumed open-water concentration”. That results in a very conservatively high estimate because all testing is done in shallow near-shore locations subject to immediate storm runoff and human bather activity. Main lake levels are expected to be much lower.



Swim Area

0.12 acres Mean 3 ft deep

0.36 ac-ft volume

Dashed Line Lake Area

Ca. 10 acres, Surface 6 ft (mixed)

60 ac-ft volume (Remote from Residential Waterfronts)

Assume Open Lake Average = 71 Org/100ml

Assume Patriots at Maximum Recorded of
2000 Org/100ml

If Mixed, the Resulting Concentration of Dashed
**Volume Increases from an average of 71 to 83
Org/100ml.**

16% Increase

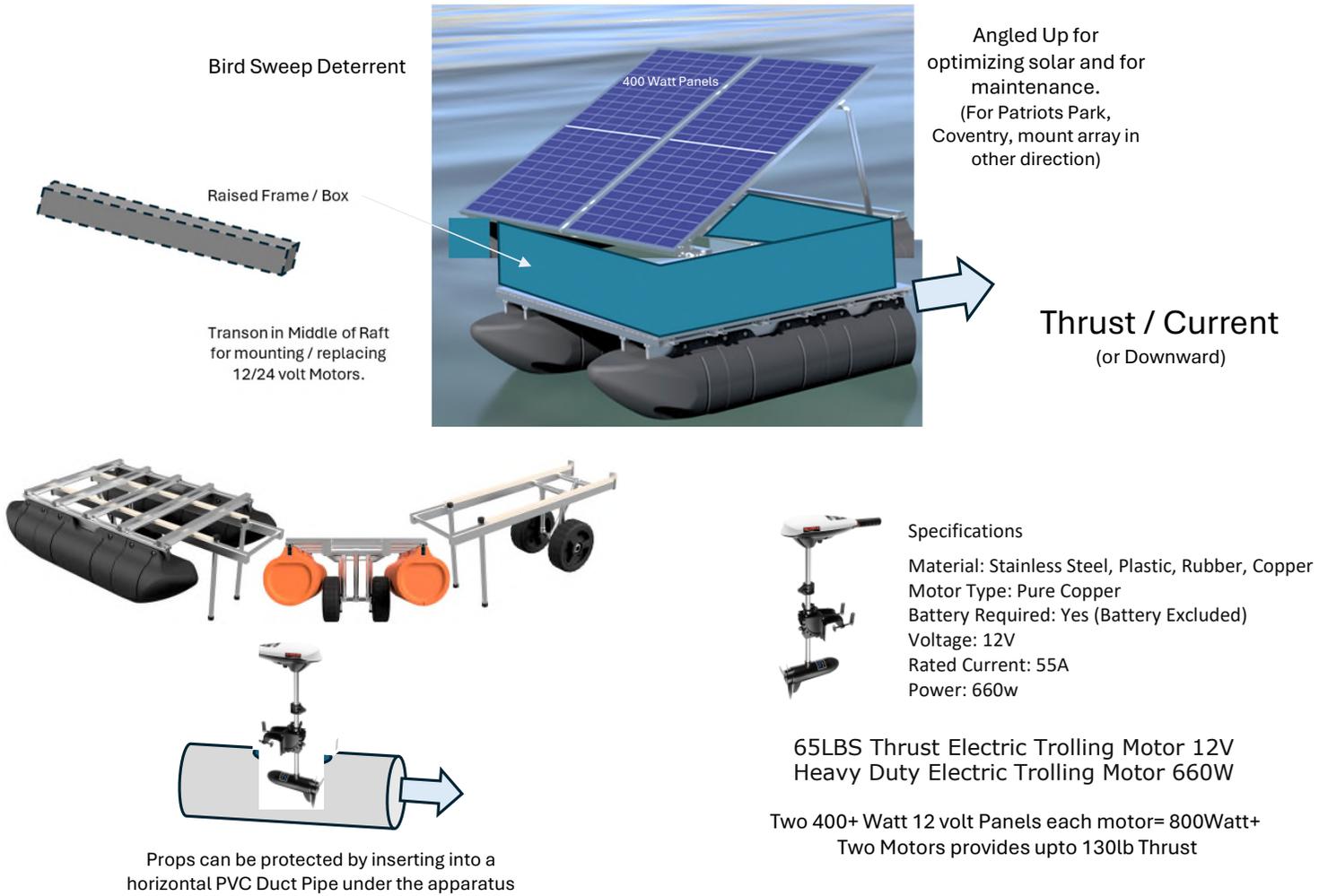
Remains below 35% of Threshold

No Residential Waterfront is Proximal

***Conclusion: Enhanced circulation of the Patriots
Park Swim Area during a Peak Bacterial Count
Episode will not adversely affect Residential
Waterfronts.***

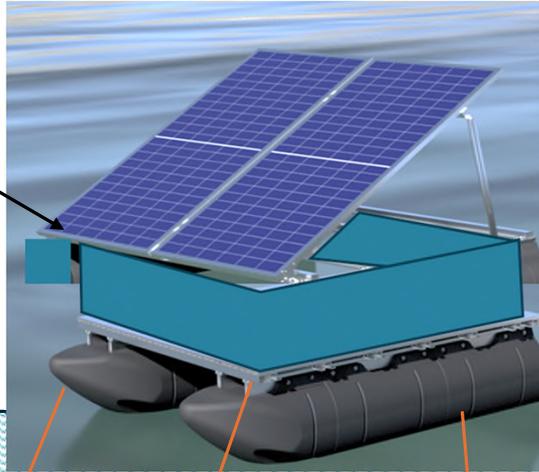
Modified from: Kortmann, R.W. 2014. Wind, Solar, and hybrid wind-solar water circulation and aeration methods and apparatus. U.S. Patent No. 8,651,766 B2.

Solar Circulators – Horizontal or Downward Thrust Direct-Drive, Timed or 24/7 Operations



Mooring Options

Circulator (to be installed in spring and removed in fall)

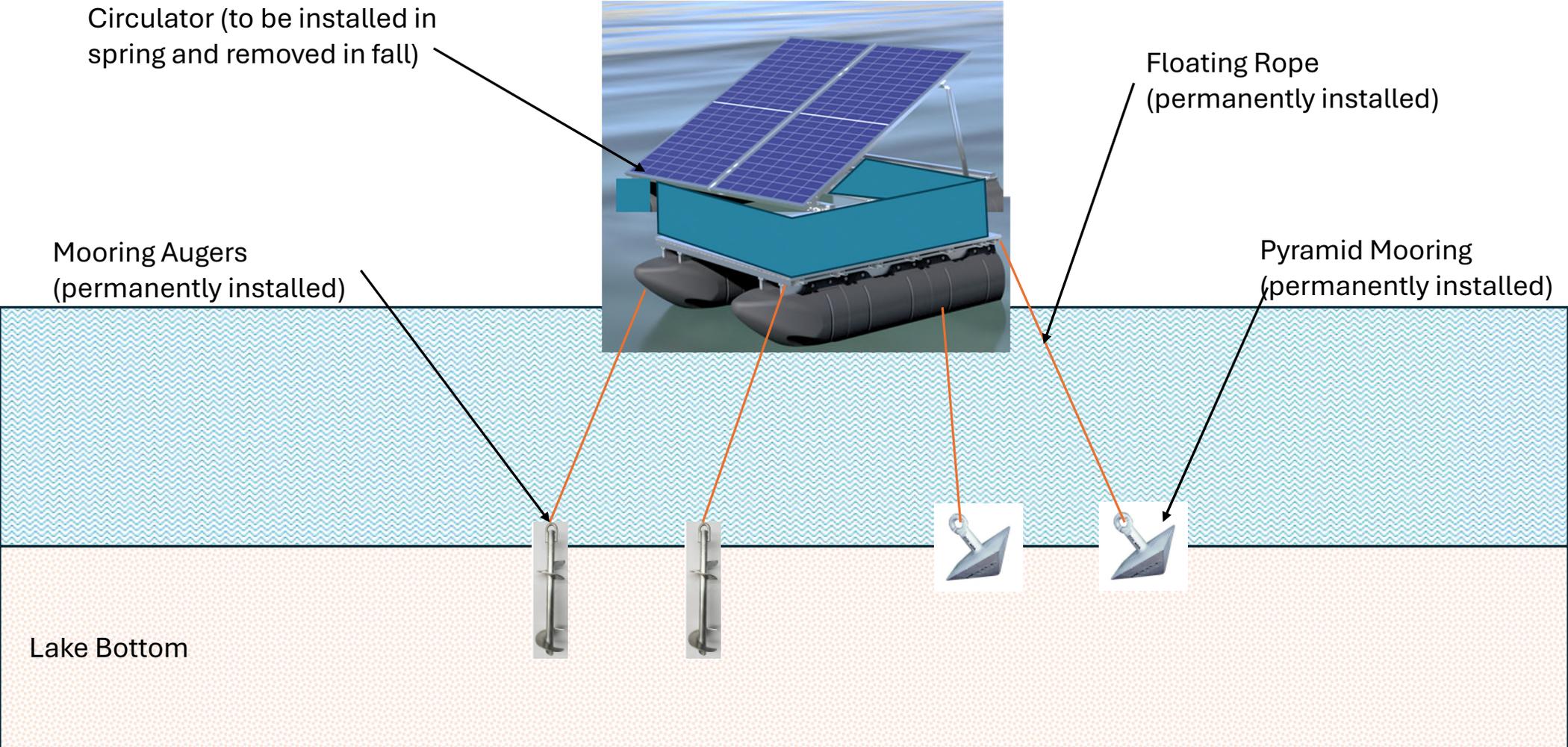


Floating Rope (permanently installed)

Mooring Augers (permanently installed)

Pyramid Mooring (permanently installed)

Lake Bottom



Patriots Park Horizontal Circulator Concept

Questions?

- Are Patriots Park bacteria levels higher than other areas of the lake?
 - Yes they are appreciably higher at Patriots Park.
- Will the concept actually reduce bacteria levels at Patriots Park beach area?
 - EHHD's proof of concept test indicated an 84% reduction in bacteria levels.
- Will the concept impact bacteria levels at other portions of Coventry Lake?
 - A very conservative estimate based upon EHHD's data set indicated a marginal increase in bacteria levels of 16% (however no open water data was used, only shoreline data)