New Hampshire Fish and Game Department

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11 Hazen Drive, Concord, NH 03301-6500
Headquarters: (603) 271-3421
Website: www.WildNH.com

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Scott R. Mason
Executive Director

April 27, 2021

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

REQUESTED ACTION

Authorize the New Hampshire Fish and Game Department (NHFG) to enter into a contract with Ethan Nedeau, Leverett, MA, (VC 307531) for an amount not to exceed $33,000.00 to conduct freshwater mussel surveys from the date of Governor and Council approval through December 1, 2021. 67% Federal Funds, 33% Other Funds (Nongame Management Funds and Wildlife Heritage Foundation of New Hampshire).

Funds are available in the following accounts for Fiscal Year 2021, and are anticipated to be available in Fiscal Year 2022 upon the continued appropriation of funds in the future operating budget, with the authority to adjust encumbrances between fiscal years within the price limitation through the Budget Office, if needed and justified:

03-75-75-751520-2125 Wildlife Program – Nongame Species Management

	FY21	FY22
20-07500-21250000-304-504065 Research and Management	$22,700.00	$5,800.00

03-75-75-750020-8049 - Wildlife Heritage Foundation

20-07500-80490000-020-500252 Current Expense	$4,000.00	$500.00

EXPLANATION

The purpose of the contract is to identify potentially unknown populations and update historical mussel distributions for two targeted species; the state-endangered brook floater (*Alasmidonta varicosa*) and the state- and federally-endangered dwarf wedgemussel (*Alasmidonta heterodon*). Survey results will be used to determine basic ecological relationships (e.g., habitat, environmental stressors) for New Hampshire mussel species. A final report will include distribution maps, population size estimates and demographic analysis, habitat assessment, threats analysis, and photographs which will be a valuable for prioritizing conservation efforts in the state. The contractor for this work was selected through a Request for Proposals submission and subsequent ranking evaluation. A Request for Proposals was advertised on February 12, 2021 (RFP F&G 2021-04). Four proposals were received prior to the closing date. The proposals were evaluated based on set criteria (enclosed). Ethan Nedeau was the selected candidate based on the ranking evaluation.

Respectfully submitted,

Scott R Mason

Scott R. Mason
Executive Director

Kathy Ann LaBonte

Kathy Ann LaBonte
Chief, Business Division

ASSESSMENTS FOR ENDANGERED FRESHWATER MUSSELS AND STREAM HABITAT SURVEYS

RFP F&G 2021-04

Reviewed by: Melissa Doperalski, NHFG Certified Wildlife Biologist and Freshwater Mussel Species Manager

Post Date: February 12, 2021 Post Closing: February 26, 2021

	EnviroScience	Ethan Nedeau	SWCA	Normandeau Assoc.
PROJECT I BROOK FLOATERS				
Qualifications (25 pts)	15	25	25	25
Knowledge of Specific Species of Interest (25 pts)	10	25	20	25
Availability (25 pts)	10	25	25	25
Cost per Survey (25 pts max)	25	25	20	15
*10 pts bonus for both	10	10	10	10
PROPOSED COST (Not to exceed $25,000.00)	$ 24,984.94	$ 25,000.00	$ 25,000.00	$ 24,970.00
TOTAL SCORE	**70**	**110**	**100**	**100**
PROJECT II DWARF WEDGEMUSSELS				
Qualifications (25 pts)	25	25	25	25
Knowledge of Specific Species of Interest (25 pts)	10	25	25	25
Availability (25 pts)	25	25	25	25
Cost per Survey (25 pts max)	25	25	20	15
*10 pts bonus for both	10	10	10	10
PROPOSED COST (Not to exceed $8,000.00)	$ 7,984.20	$ 8,000.00	$ 8,000.00	$ 7,945.00
TOTAL SCORE	**95**	**110**	**105**	**100**

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 Fish and Game Department		1.2 State Agency Address 11 Hazen Drive, Concord, NH 03037	
1.3 Contractor Name Ethan Nedeau		1.4 Contractor Address 206 Pratt Corner Road, Leverett, MA 01054	
1.5 Contractor Phone Number (413) 253-6561	1.6 Account Number 20-075-2125-304-504065 20-075-8049-020-500252	1.7 Completion Date 12/1/2021	1.8 Price Limitation $33,000
1.9 Contracting Officer for State Agency Scott Mason, Executive Director		1.10 State Agency Telephone Number (603) 271-2461	
1.11 Contractor Signature Ethan J Nedeau Date: 4-28-21		1.12 Name and Title of Contractor Signatory Ethan Nedeau	
1.13 State Agency Signature Scott R Mason Date: 5-7-21		1.14 Name and Title of State Agency Signatory Scott Mason, Executive Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Director, On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: On: 5/12/2021			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

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Date 4-28-21

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 as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

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8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

9. TERMINATION.

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

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation")*.

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

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

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

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

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

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EXHIBIT A
SPECIAL PROVISIONS

No Special Provisions.

EXHIBIT B
SCOPE OF SERVICES

Re: RFP F&G 2021-04
Project I: Endangered Freshwater Mussel Surveys – Brook Floater
Ethan Nedeau will implement the *Brook Floater Rapid Assessment Monitoring Protocol* in New Hampshire's rivers. The Protocol is intended to estimate mussel occupancy and detection, and will contribute to a mussel occurrence database that will be used to determine basic ecological relationships (e.g., habitat, environmental stressors) for New Hampshire's mussel species.

Study Sites: Brook floater surveys will be conducted in four rivers (Piscataquog, Suncook, Soucook, and Blackwater) in the Merrimack River watershed and one river (Croydon Branch of Sugar River) in the Connecticut River watershed. A total of 35 sites will be surveyed using the *Brook Floater Rapid Assessment Monitoring Protocol* (Sterrett *et al.* 2018) (hereafter, "Protocol"). Using specific guidelines in the Protocol, NHFG will generate a list of randomly selected stream and road crossings from within each targeted watershed. This list will be further refined based on priority historic sites, access points that are not specifically stream crossings and therefore would not be selected in the Protocol's model, and local knowledge. We will attempt to survey most of the model-selected, Priority A sites, and will add additional sites as time permits. In our experience using the Protocol, it is not usually possible to survey all of the Priority A sites due to access and if sites are located on private property.

Methods: Survey methods and data collection will follow requirements of the Brook Floater Rapid Assessment Protocol. Brook floater is the target species, but the Protocol also specifies data collection for co-occurring native species and non-native species such as Asian clam. This may include precise counts of co-occurring species if achievable in the time constraints of the project (i.e., if species are not too numerous to efficiently count) or by recording abundance categories for abundant species, such as eastern elliptio. Biologists will record all of the field data specified in the Protocol. The Protocol's field forms will be modified and customized for this specific project, and submitted to NHFG for approval prior to data collection.

Schedule
- May 2021: Work with NHFG to finalize site selection and the study plan, develop project-specific field datasheets, and get a scientific collection permit in place.
- May/June-September 2021: Fieldwork may begin as early as mid-May (2021) depending on streamflows, water temperatures, and weather. Fieldwork is anticipated to be completed within seven days. Surveys will be completed no later than September 15, 2021.
- October: Deliverables will submitted to NHFG.

Deliverables: (1) raw data sheets including habitat and survey data collected from each site visit, (2) MS Excel spreadsheet of all habitat and survey data, (3) aerial images, GPS data, and kmz files of survey sites, and (4) written summary report.

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Project Budget: $25,000 (not-to-exceed). The Protocol requires a three-person team, budget is based on 210 hours of fieldwork (70 per person) plus 50 hours of office work for data entry and preparation of deliverables. Required equipment will be provided by the Contractor for this project. No funds will be provided for use of equipment. Mileage reimbursement (standard IRS rate) and a nominal per diem is included in the budget. The budget is itemized as follows:

Labor
- 210 hours fieldwork @ $90/hr = $18,900
- 50 hours office work @ $90/hr = $4,500
- Total Labor = $23,400

Direct Expenses
- 1000 Miles @ $0.55/mile = $550
- $50 Per Diem for 21 (3x7) field days = $1,050
- Total Expenses = $1,600

Project II: Endangered Freshwater Mussel Surveys - Dwarf Wedgemussels
Ethan Nedeau will conduct dwarf wedgemussel (*Alasmidonta heterodon*) surveys in New Hampshire's rivers. The project is intended to potentially discover unknown populations and update historical distributions, and will contribute to NHFG's mussel occurrence database and our understanding of basic ecological relationships between mussels, habitat, and environmental stressors.

Study Sites: Proposed survey of 30 sites; these will be selected based on results of previous surveys and in consultation with NHFG and USFWS. Work will likely involve re-surveying sites or rivers that have already surveyed, perhaps smaller tributaries that may not have been surveyed in the state, or reaches that were difficult to access and have not yet been surveyed. Based on the distribution of dwarf wedgemussels in New Hampshire, all of the target rivers will be in the Connecticut River watershed. To date, dwarf wedgemussels have been found in four of New Hampshire's rivers: Connecticut, Johns, Ashuelot, and South Branch Ashuelot.

Methods: Timed qualitative surveys will be conducted to document the distribution, abundance, and habitat of dwarf wedgemussels and co-occurring mussel species. Surveys will be conducted by use of snorkeling or SCUBA diving. Survey duration will generally be 1-2 hours per site; precise time will be recorded so that catch-per-unit-effort (mussels/hr) can be computed. The following shall be recorded at each survey site: counts for all species except eastern elliptio, abundance estimate for eastern elliptio, shell length and condition for all dwarf wedgemussels, location (using GPS) for each dwarf wedgemussel, habitat (water depth, substrate, flow velocity) for each dwarf wedgemussel, and representative photographs of mussels and habitat. Some of the specific data on individual mussels of other uncommon riverine species may also be collected as time permits. Final survey methods will be approved by NHFG and USFWS.

Schedule
- May 2021: Contractor will work with NHFG to select sites and finalize the study plan, and to get a scientific collection permit in place.
- May/June-September 2021: Fieldwork can begin as early as mid-May depending on streamflows, water temperatures, and weather. Fieldwork will be completed by October 1, 2021.
- December (2021): Deliverables will be submitted to NHFG.

Deliverables: (1) raw data sheets including habitat and survey data collected from each site visit, (2)

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MS Excel spreadsheet of all habitat and survey data, (3) aerial images, GPS data, and kmz files of survey sites, and (4) written summary report.

Project Budget: $8,000 (not-to-exceed). Surveys are anticipated to be conducted over a period of 6 days (= 60 hours fieldwork). Contractor will provide required equipment for this project. No funds will be provided for use of equipment. Mileage reimbursement (standard IRS rate) and a nominal per diem is included in the budget. The budget is itemized as follows:

Labor

- 60 hours fieldwork @ $90/hr = $5,400
- 20 hours office work @ $90/hr = $1,800
- Total Labor = $7,200

Direct Expenses

- 909 Miles @ $0.55/mile = $500
- $50 Per Diem for 6 Days = $300
- Total Expenses = $800

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EXHIBIT C
PAYMENT TERMS

The contractor, Ethan Nedeau (Vendor #307531), shall invoice for services upon completion of each project (field and report deliverables) within the identified completion timeframes, to be paid within 30 days of receipt. Projects must be completed to the satisfaction of New Hampshire Fish and Game. Invoices may be submitted individually for fieldwork component and final report submittal.

Project I: Final invoice for work completed under Project shall be submitted no later than October 1, 2021. Not to Exceed $25,000.00

Project II: Final invoice for work completed under Project II shall be submitted no later than December 1, 2021. Not to Exceed $8,000.00

Contract Total: Not to Exceed $33,000.00

Project / Funding	Project I: Endangered Freshwater Mussel Surveys – Brook Floater	Project II: Endangered Freshwater Mussel Surveys - Dwarf Wedgemussels	Total
FEDERAL FUNDING: Section 6 Endangered and Threatened Wildlife Species Grant	$0	$7,200.00	$7,200.00
FEDERAL FUNDING: NH Brook Floater Rangewide Conservation and Restoration Initiative	$15,000	$0.00	$15,000.00
New Hampshire Wildlife Heritage Foundation	$4,500.00	$0	$4,500.00
STATE: Nongame and Endangered Wildlife Program	$5,500.00	$800.00	$6,300.00
TOTAL	**$25,000.00**	**$8,000.00**	**$33,000.00**

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EXHIBIT D

1. Federal Information and Compliances

This contract is supported in part with Federal grant funds from the Department of the Interior, United States Fish and Wildlife Service (Service). Through execution of this agreement the contractor agrees to comply with all federal regulations and requirements, as applicable. The Federal regulations applicable to Service grant recipients and their sub-recipients and contractors are listed by recipient type and posted on the Internet at https://www.fws.gov/grants/atc.html.

a. Government-wide Debarment and Suspension

This contract is subject to Executive Orders 12549 and 12689 "Debarment and Suspension." The contractor must comply with the applicable provisions of the OMB guidance in Sub-part C of 2 CFR Part 180, as adopted by the Department of Interior at 2 CFR Part 1400 Non-procurement Debarment and Suspension. A contract award (see 2 CFR 180.220) cannot be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with 2 CFR 180. Before entering into a covered transaction the contractor must notify the contracting state agency if you know that you or any of your principals are presently excluded or disqualified from participation in federally funded transactions.

Certification Regarding Debarment and Suspension – Lower Tier Covered Transactions
By entering into this contract the contractor certifies, per Subpart C of 2 CFR Part 180, that neither it nor its principles (officers, directors, owners, or partners) are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or otherwise excluded by any federal department or agency from participating in transactions supported in whole or in part by Federal funds.

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State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that ETHAN NEDEAU is a New Hampshire Trade Name registered to transact business in New Hampshire on April 30, 2019. 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: **818468**

Certificate Number: **0005337707**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 2nd day of April A.D. 2021.

William M. Gardner

Secretary of State

SOLE PROPRIETOR CERTIFICATE OF AUTHORITY

I, Ethan Nedeau hereby certify that I am the sole proprietor of Ethan Nedeau (name of business), which is a trade name registered with the Secretary of State under RSA 349. I certify that I am the sole owner of my business and of the trade name.

I hereby further certify and acknowledge that the State of New Hampshire will rely on this certification as evidence that I have full authority to bind my business and that no corporate resolution, shareholder vote, or other document or action is necessary to grant me such authority.

Signed: Ethan Nedeau

Date: Apr. 7, 2021

State of Massachusetts, County of Hampshire.

On this the 7th day of April 2021, before me Stephanie Pratt, the undersigned officer, personally appeared Ethan Nedeau, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

Stephanie Pratt

STEPHANIE PRATT
MY COMMISSION EXPIRES FEBRUARY 4, 2022
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/06/2021

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
Encharter-MA
Encharter Insurance LLC
25 University Drive
Amherst MA 01002

CONTACT NAME: Brenda Murphy
PHONE (A/C, No, Ext): (800) 675-6695 FAX (A/C, No): (800) 754-1602
E-MAIL ADDRESS: bmurphy@encharter.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Ohio Security Insurance Co.	24082
INSURER B: Plymouth Rock Assurance Corp.	14737
INSURER C: Ohio Casualty Insurance Company	24074
INSURER D: XS Brokers Ins. Agency	XSB001
INSURER E:	
INSURER F:	

INSURED
Biodrawversity LLC
206 Pratt Corner Rd
Leverett MA 01054

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	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			BKS56043878	02/01/2021	02/01/2022	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							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 [ ] ANY AUTO [ ] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			PRC00001006770	02/01/2021	02/01/2022	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$ 20,000
							BODILY INJURY (Per accident)	$ 40,000
							PROPERTY DAMAGE (Per accident)	$
							PIP-Basic	$ 8,000
C	[X] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			USO56043878	02/01/2021	02/01/2022	EACH OCCURRENCE	$ 1,000,000
							AGGREGATE	$ 1,000,000
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A						[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
D	Errors & Omissions			N84016201AEM	04/02/2020	04/02/2021	Per Claim	$1,000,000
							Aggregate	$2,,000,000

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

CERTIFICATE HOLDER

State of New Hampshire New Hampshire Fish and Game Department
11 Hazen Drive
Concord NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/06/2021

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PRODUCER
ENCHARTER INSURANCE LLC
25 UNIVERSITY DRIVE
AMHERST MA 01002

CONTACT NAME: Brenda Murphy
PHONE (A/C, No, Ext): (413) 549-4971 FAX (A/C, No):
E-MAIL ADDRESS: bmurphy@encharter.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: AMERICAN ZURICH INSURANCE COMPANY	40142
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
BIODRAWVERSITY LLC
206 PRATT CORNER RD
LEVERETT MA 01054

COVERAGES CERTIFICATE NUMBER: 639887 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	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:			N/A			EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS			N/A			COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB EXCESS LIAB DED RETENTION $			N/A			EACH OCCURRENCE	$
							AGGREGATE	$
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N/A	6ZZUB1K23777221	03/13/2021	03/13/2022	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
				N/A				

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

Workers' Compensation benefits will be paid to Massachusetts employees only. Pursuant to Endorsement WC 20 03 06 B, no authorization is given to pay claims for benefits to employees in states other than Massachusetts if the insured hires, or has hired those employees outside of Massachusetts.

This certificate of insurance shows the policy in force on the date that this certificate was issued (unless the expiration date on the above policy precedes the issue date of this certificate of insurance). The status of this coverage can be monitored daily by accessing the Proof of Coverage - Coverage Verification Search tool at www.mass.gov/lwd/workers-compensation/investigations/.

CERTIFICATE HOLDER

State of New Hampshire NH Fish and Game Dept
11 Hazen Drive
Concord NH 03301

CANCELLATION

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AUTHORIZED REPRESENTATIVE

Daniel M. Crowley, CPCU, Vice President – Residual Market – WCRIBMA

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