



The State of New Hampshire  
**Department of Environmental Services**

**Robert R. Scott, Commissioner**

April 18, 2024



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

**REQUESTED ACTION**

Authorize the Department of Environmental Services (NHDES) to enter into a **SOLE SOURCE** agreement with Inter-Fluve, Inc., (VC# 221334-B001), Hood River, OR, in the amount of \$49,500 for the *Post-construction Monitoring for Suncook River and Leighton Brook* project, effective upon Governor and Council approval though December 31, 2024. 100% Capital (General) funds.

Funding is available in the account as follows.

03-44-44-440030-4998-034-500155

FY 2024

\$49,500

Dept Environmental Services, Suncook River Infrastructure Protection Project, Capital Projects

**EXPLANATION**

NHDES requests approval to enter into a **SOLE SOURCE** agreement with Inter-Fluve, Inc. for the Post-construction Monitoring for Suncook River and Leighton Brook project. This agreement is **SOLE SOURCE** as Inter-Fluve, Inc. is a nationally recognized leader in the field of river restoration, and has overseen all aspects of design, construction, and assessment for the Suncook River Stabilization Project.

The 2006 avulsion on the Suncook River is widely regarded as the most significant river change in New Hampshire recorded history. Following the avulsion, the Suncook River abandoned over a mile of its former channel, forging a new course through wetlands, working agricultural fields, and forested tracts of land. The newly formed channel was unstable and threatened to undermine the structural integrity of the U.S. Route 4 Bridge over the Suncook River and the Black Hall Road crossing over Leighton Brook in Epsom. Inter-Fluve, Inc. designed the river and floodplain stabilization project for the Suncook River and Leighton Brook. Construction across two, complex and challenging, Suncook River stabilization project areas were completed in 2019 while the entire Leighton Brook channel was stabilized downstream of Black Hall Road to the confluence with the Suncook River in 2015. Stream and river restoration sites typically require a minimum of five years to fully adjust to any disturbances created to surface areas and any deep subsurface conditions before a new equilibrium is achieved and project areas deemed stable or restored.

This agreement will allow Inter-Fluve, Inc. to conduct final, post-construction monitoring, including repeat surveys of monumented cross sections sampled in 2019 and 2021 on both the Suncook River and Leighton Brook. The data collected during this repeat monitoring will benefit the project site and improve upon the understanding of how the river and brook migrate and evolve over time. A drone-based survey will result in topographic maps of the construction zones to view the changes in the sites' topography over time.

[www.des.nh.gov](http://www.des.nh.gov)

29 Hazen Drive • PO Box 95 • Concord, NH 03302-0095

(603) 271-3503 • Fax: 271-2867 • TDD Access: Relay NH 1-800-735-2964

His Excellency, Governor Christopher T. Sununu  
and The Honorable Council

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Additionally, geomorphic assessments will be conducted at similar locations to those previously assessed to aid in the development of a geomorphic map. This map will have the locations of erosion and deposition, floodplain extents, and floodplain deposition.

The agreement has been approved by the Office of the Attorney General as to form, execution, and content.

We respectfully request your approval.

  
\_\_\_\_\_  
For Robert R. Scott, Commissioner

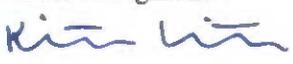
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

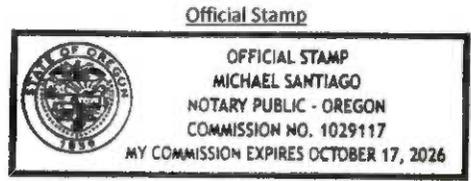
**1. IDENTIFICATION.**

1.1 State Agency Name  Department of Environmental Services		1.2 State Agency Address  PO Box 95 Concord, NH 03302-0095	
1.3 Contractor Name Inter-Fluve, Inc.		1.4 Contractor Address 501 Portway Avenue, Suite 101, Hood River, OR 97031	
1.5 Contractor Phone Number (617) 714-5537	1.6 Account Unit and Class 03-44-44-440030-4998-034	1.7 Completion Date December 31, 2024	1.8 Price Limitation \$49,500
1.9 Contracting Officer for State Agency Stephen Landry, Watershed Assistance Section Supervisor		1.10 State Agency Telephone Number (603) 271-2969	
1.11 Contractor Signature   Date: 2-26-24		1.12 Name and Title of Contractor Signatory	
1.13 State Agency Signature   Date: 4/23/24		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:  Melissa Fzles On: 4/24/24			
1.17 Approval by the Governor and Executive Council (if applicable)  G&C Item number: _____ G&C Meeting Date: _____			

State of OREGON  
 County of Hood River

Signed (or attested) before me on (date) February 26, 2024  
 By (name(s) of individual(s)) Kristen Levitsky Godkin

  
 Notary Public - State of Oregon



Document Description  
 This certificate is attached to page 1 of a Contract Agreement (title or type of document), dated February 26, 2024, consisting of 8 pages.

**2. SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

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

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

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

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance

hereof, and shall be the only and the complete compensation to the Contractor for the Services.

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

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

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

**7. PERSONNEL.**

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

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

## 8. EVENT OF DEFAULT/REMEDIES.

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

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

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

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

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

## 9. TERMINATION.

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

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

## 10. PROPERTY OWNERSHIP/DISCLOSURE.

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

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

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

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

## 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

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

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

**13. INDEMNIFICATION.** The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

**14. INSURANCE.**

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

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

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

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

**15. WORKERS' COMPENSATION.**

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

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

**16. WAIVER OF BREACH.** A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

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

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

**19. CHOICE OF LAW AND FORUM.**

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

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

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

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

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

**Exhibit A  
Special Provisions**

There are no special provisions.

**Exhibit B**  
**Scope of Services**

**Project Title:** Post-construction Monitoring for Suncook River and Leighton Brook

**Project Goal:** The goal of this project is to conduct post-construction assessments and monitoring throughout the project areas and to oversee construction activities required to ensure long-term stability of installed practices. Inter-Fluve, Inc. will perform the following Scope of Services to achieve the Project Goal.

**Task 1: Post-construction Repeat Survey**

Repeat the cross-sectional surveys that have been completed on the Suncook River and tributaries by the U.S. Geological Survey, VHB, and Inter-Fluve since the avulsion occurred. Repeat surveys of monumented cross sections are an important tool in understanding how rivers migrate and evolve over time.

Permanent benchmarks were set at each end of the cross sections in 2019. These will be used as the basis for the survey in 2024. This task includes resurveying the following cross-sections:

- 21 VHB cross-sections on the mainstem of the Suncook River (excludes the cross sections in the abandoned primary channel)
- The construction and as-built cross-sections between U.S. Route 4 and the avulsion site
- The construction and as-built cross-sections on Leighton Brook
- 10 additional cross-sections from the HEC-RAS and FEMA model at:
  - Little Suncook River
  - Upstream of the U.S. Route 4 Bridge
  - Downstream of the avulsion site in areas not surveyed previously by VHB

*Deliverable:*

- Compiled survey results including the locations of monumented cross-sections and cross-section survey points in ArcGIS.

**Task 2: Topographic Map of Construction Zones**

The contractor will complete a drone-based survey in the former construction zones on the Suncook River and Leighton Brook to document changes in topography over time.

*Deliverables:*

- Topographic maps will be developed for each of these areas along with high-resolution aerial imagery from the drone for each site.
- Video and images acquired from the drone and elevation models created from Structure for Motion analysis in electronic format.

*Assumptions:*

- No permits will be necessary for flying the drone.
- If landowners will not allow the drone flight, the drone survey will not be completed on that land.

**Task 3: Geomorphic Assessment**

The contractor will repeat grain size analyses in similar locations as previously done (see table below).

*Deliverable:*

- A geomorphic map will be created from U.S. Route 4 to Short Falls Road that will document the location of erosion and deposition, floodplain extents, floodplain deposition, and large wood in the channel as observed in 2023.

- Locations of erosion and deposition, floodplain extents, floodplain deposition, and large wood in channel in ArcGIS format.

Location	# of Wolman Pebble Counts	# of Bulk Counts
Suncook River between U.S. Route 4 and Short Falls Road	20	7
Little Suncook River	2	1
Leighton Brook	2	0
TOTAL	24	8

**Task 4: Draft and Final Report**

The draft report will be submitted to NHDES for review following the completion of annual field activities. A final report will incorporate edits and suggestions. This report will include the monitoring data methods, results, and conclusions. Additionally, the final report will comply with NHDES and U.S. Environmental Protection Agency (EPA) requirements found in the final report guidance document, including ADA compliance on the NHDES Watershed Assistance Section webpage.

*Deliverables:*

- The draft report in MS Word for review by NHDES.
- The final report in PDF.

**Exhibit C**  
**Method of Payment and Contract Price**

The State shall pay to the Contractor the total reimbursable program costs in accordance with the following requirements:

Reimbursement requests for program costs shall be made by the Contractor using a payment request form as supplied by the State, which shall be completed and signed by the Contractor. The payment request form shall be accompanied by proper supporting documentation in the amount of each requested disbursement and required matching funds. Documentation of reimbursable and matching costs may include invoices for supplies, equipment, services, contractual services, and a report of personnel, travel and indirect costs. For projects that demonstrate progress solely through the submission of interim progress reports, payments shall be made upon receipt, review and approval of the interim progress report and accompanying payment request form. Payments shall be made to the Contractor no more frequently than monthly.

The total reimbursement shall not exceed the contract award of \$49,500.

Task 1	\$ 20,000
Task 2	\$ 9,500
Task 3	\$ 12,500
Task 4	\$ 7,500
Total	\$49,500

# 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 INTER-FLUVE, INC. is a Montana Profit Corporation registered to transact business in New Hampshire on May 09, 2011. 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: 649236

Certificate Number: 0006579084



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 19th day of February A.D. 2024.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan  
Secretary of State



# State of New Hampshire

## Department of State

### 2024 ANNUAL REPORT

Filed  
 Date Filed: 2/9/2024  
 Effective Date: 2/9/2024  
 Business ID: 649236  
 David M. Scanlan  
 Secretary of State

BUSINESS NAME: <b>INTER-FLUVE, INC.</b>
BUSINESS TYPE: <b>Foreign Profit Corporation</b>
BUSINESS ID: <b>649236</b>
STATE OF INCORPORATION: <b>Montana</b>

CURRENT PRINCIPAL OFFICE ADDRESS	CURRENT MAILING ADDRESS
501 Portway Ave, Suite 101 Hood River, OR, 97031, USA	501 Portway Ave, Suite 101 Hood River, OR, 97031, USA

REGISTERED AGENT AND OFFICE	
REGISTERED AGENT: <b>COGENCY GLOBAL INC. (220422)</b>	
REGISTERED AGENT OFFICE ADDRESS:	<b>63 Pleasant Street Concord, NH, 03301, USA</b>

PRINCIPAL PURPOSE(S)	
NAICS CODE	NAICS SUB CODE
<b>Professional, Scientific, and Technical Services</b>	<b>Other Scientific and Technical Consulting Services</b>
<b>OTHER / River and stream restoration consulting.</b>	

OFFICER / DIRECTOR INFORMATION		
NAME	BUSINESS ADDRESS	TITLE
Jonathon Kusa	1539 Grand Ave, 2nd Floor, Saint Paul, MN, 55105, USA	President
J Gardner Johnston	501 Portway Avenue, Suite 101, Hood River, OR, 97031, USA	Vice President
Kristen Levitsky	501 Portway Avenue, STE 100, Hood River, OR, 97031, USA	Secretary
David Reeves	201 S Wallace Ave #b3c, Bozeman, MT, 59715, USA	Treasurer
Emily Alcott	501 Portway Avenue, Suite 101, Hood River, OR, 97031, USA	Director

I, the undersigned, do hereby certify that the statements on this report are true to the best of my information, knowledge and belief.	
	Title: <b>Treasurer</b>
	Business Name: <b>Inter-Fluve, Inc.</b>
	Signature: <b>David Reeves</b>
	Name of Signer: <b>David Reeves</b>
	Title of Signer: <b>Chief Financial Officer</b>

**From:** [QuickStart](#)  
**To:** [dreeves](#)  
**Subject:** A Message from Corporation Division NH Secretary of State  
**Date:** Friday, February 9, 2024 4:59:23 PM

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Please do not reply to this email message. This has been sent to you by an automated process.

**INTER-FLUVE, INC., 649236.**

This is to notify you that the following has been posted for the above business:

**Annual Report**

You can view this document and review your business filing history searching the business name on our website at this link, [quickstart.sos.nh.gov](http://quickstart.sos.nh.gov).



Thank you,  
New Hampshire Department of State  
State House, Room 204  
107 North Main Street  
Concord, NH 03301-4989

Corporate Filings: Phone: 603-271-3246 Email: [corporate@sos.nh.gov](mailto:corporate@sos.nh.gov)



March 22, 2024

To: Whom It May Concern

Re: Corporate Resolution

I, Gardner Johnston, hereby certify that I am a duly elected Officer of Inter-Fluve, Inc.

I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors, duly called and held on November 27, 2023 that Jonathon Kusa, J. Gardner Johnston, David Reeves and Kristen (Levitsky) Godkin, all Principals of Inter-Fluve, Inc. are authorized to execute contracts and bonds in the name and behalf of Inter-Fluve, Inc. and such execution of any contract or obligation in its name on its behalf by such Principal under seal of the company, shall be valid and binding upon this company.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of March 22, 2024 and that such signature authority for the named individuals remains valid for twelve (12) calendar months from the date of the corporate resolution (for the purposes of the NH Dept. of Env'tl. Services, this signature authority remains valid for thirty (30) days from the date of this Corporate Resolution), and Jonathon Kusa, J. Gardner Johnston and Kristen (Levitsky) Godkin remain as duly elected Principals of this corporation.

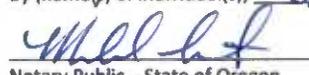
Dated: March 22, 2024

Attest:

  
Gardner Johnston  
Vice President, Principal  
Inter-Fluve, Inc.

State of OREGON  
County of Hood River

Signed (or attested) before me on (date) March 22, 2024  
By (name of individual(s)) Gardner Johnston

  
Notary Public - State of Oregon

Official Stamp

 OFFICIAL STAMP  
MICHAEL SANTIAGO  
NOTARY PUBLIC - OREGON  
COMMISSION NO. 1029117  
MY COMMISSION EXPIRES OCTOBER 17, 2026

Document Description  
This certificate is attached to page 1 of a Corporate Resolution (title or type of document), dated March 22, 2024, consisting of 1 page(s).

