



New Hampshire Fish and Game Department

HEADQUARTERS: 11 Hazen Drive, Concord, NH 03301-6500
(603) 271-3421
FAX (603) 271-1438

www.WildNH.com
e-mail: info@wildlife.nh.gov
TDD Access: Relay NH 1-800-735-2964

May 6, 2024

48
55

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

Requested Action

Authorize the New Hampshire Fish and Game Department (NHFG) to amend an existing contract (Contract #6003463) with HDR Engineering, Inc. (VC #169983), Manchester, NH, for the Powder Mill Fish Hatchery (PMFH) Downstream Phosphorus Study by extending the completion date from June 30, 2024 to June 30, 2025, with no change to the price limitation of \$199,980 effective upon Governor and Council approval. The original contract was approved by Governor and Council on November 22, 2022, item #81. 100% Fish and Game Funds.

Explanation

The Powder Mill Fish Hatchery has been identified as a point source for increased phosphorus discharge into the Merrymeeting River. NHFG and others have been working together to rectify this issue. All parties have agreed upon a consent decree. The Scope of Work involves developing an understanding of the sources, sinks, and transport dynamics of phosphorus within the Merrymeeting River (MMR) and impoundments, in order to assess expected changes following reductions of phosphorus discharge from the PMFH and potential changes to the dam structure upstream. HDR Engineering is working on finalizing the results of the assessment and identifying options for remediation. The date extension will enable them to complete the reports documenting their findings and recommendations.

Respectfully submitted,

Handwritten signature of Scott R. Mason.

Scott R. Mason
Executive Director

Handwritten signature of Kathy Ann LaBonte.

Kathy Ann LaBonte, Chief
Business Division

AMENDMENT

This Agreement (hereinafter called the "Amendment") dated 6 day of May, 2024 by and between the State of New Hampshire Fish and Game Department (hereinafter referred to as the "NHFG"), and HDR Engineering, Inc. (Vendor Code #169983), Manchester, NH, (hereinafter called the "Contractor").

WHEREAS, pursuant to an agreement (hereinafter called the "Contract") dated, 11/9/22, approved by the Governor and Council on 11/22/2022, Item #81, the Contractor agreed to perform certain services upon the terms and conditions specified in the Contract and in consideration of payment by the State of certain sums specified therein; and

WHEREAS, pursuant to the provisions of paragraph 17 of the Contract, the Contract may be amended, waived or discharged only by written instrument executed by the parties thereto; and

NOW THEREFORE, in consideration of the foregoing, and the covenants and conditions contained in the CONTRACT and set forth herein, the parties hereto do hereby agree as follows:

1. Amendment and Modification of Contract:

The Contract is hereby amended as follows:

- (A) The completion date shown in block 1.7 shall be extended from 6/30/2024 to 6/30/2025.
- (B) The Price Limitation shown in block 1.8 shall remain the same.

Amend Exhibit B of the agreement by adding the following additional tasks:

2.) Effective Date of Amendment

This Amendment shall take effect upon the date of approval by the Governor and Executive Council of the State of New Hampshire.

3.) Continuance of Agreement

Except as specifically amended and modified by the terms and conditions of this Amendment, the Contract, and the obligations of the parties thereunder, shall remain in full force and effect with the terms and conditions set forth therein.

Contractor's initials: HHI

Date: 5/16/24

IN WITNESS WHEREOF, the parties set their hands as of the day and year first above written.

THE STATE OF NEW HAMPSHIRE

Fish and Game Department of New Hampshire

BY: Scott R. Mason
Scott R. Mason, Executive Director

DATE: 5/13/24

NAME OF CONTRACTOR AND AUTHORIZED SIGNOR

HDR Engineering, Inc.

BY: Heather Ivester
Heather Ivester, Vice President, Area Manager

DATE: 5/16/24

Acknowledgment:

State of Massachusetts
County of Suffolk

On May 16, 2024, before the undersigned officer, personally appeared Heather Ivester, known to me or satisfactorily prove to be the person whose name appears above in signing on behalf of the contractor, and acknowledged that s/he executed this document in the capacity indicated above.

IN WITNESS THEREOF, I hereunto set my hand and official seal.



Elaine McCarthy
Notary Public or
Justice of the Peace

My commission expires: 2/15/2030

APPROVED BY THE ATTORNEY GENERAL (Form, Substance and Execution)

BY: Christopher G. Aslin
Attorney General's Office

DATE: 5/20/2024

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 HDR ENGINEERING, INC. is a Nebraska Profit Corporation registered to transact business in New Hampshire on June 17, 1985. 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: 84977

Certificate Number: 0006663302



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 9th day of April A.D. 2024.

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

David M. Scanlan
Secretary of State

Certificate of Authority # 1

(Corporation, Non-Profit Corporation)

Corporate Resolution

I, Elizabeth C. Buell, ^{Assistant} hereby certify that I am duly elected Clerk/Secretary/Officer of
(Name)
HDR Engineering, Inc.. I hereby certify the following is a true copy of a vote taken at
(Name of Corporation)

a meeting of the Board of Directors/shareholders, duly called and held on January 1, 2024
by Consent and Agreement
~~at which a quorum of the Directors/shareholders were present and voting.~~

Heather Ivester,
VOTED: That Senior Vice President (may list more than one person) is
(Name and Title)

duly authorized to enter into contracts or agreements on behalf of

HDR Engineering, Inc. with the State of New Hampshire and any of
(Name of Corporation)

its agencies or departments and further is authorized to execute any documents
which may in his/her judgment be desirable or necessary to effect the purpose of
this vote.

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

DATED: 04.24.2024

ATTEST: *Elizabeth C. Buell*
(Name & Title)
Elizabeth C. Buell, Assistant Secretary





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/01/2024

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 Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: WTW Certificate Center	
	PHONE (A/C, No. Ext): 1-877-945-7378	FAX (A/C, No): 1-888-467-2378
E-MAIL ADDRESS: certificates@wtwco.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Liberty Mutual Fire Insurance Company		23035
INSURER B: Ohio Casualty Insurance Company		24074
INSURER C: Liberty Insurance Corporation		42404
INSURER D:		
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** W33430840 **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	ADOL	SUBR	INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			Y	Y	TB2-641-444950-033	06/01/2023	06/01/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/POP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			Y	Y	AS2-641-444950-043	06/01/2023	06/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			Y	Y	E00(24)57919363	06/01/2023	06/01/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N		No	N/A	WA7-64D-444950-013	06/01/2023	06/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate Holder is named as Additional Insured on General Liability, Automobile Liability and Umbrella/Excess Liability on a Primary, Non-contributory basis where required by written contract. Waiver of Subrogation applies on General Liability, Automobile Liability, Umbrella/Excess Liability and Workers Compensation where required by written contract and as permitted by law. Umbrella/Excess policy is follow form over General Liability, Auto Liability and Employers Liability.

CERTIFICATE HOLDER NH 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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AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Towers Watson Midwest, Inc.		NAMED INSURED HDR Engineering, Inc. 1917 South 67th Street Omaha, NE 68106	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

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

Re: Hatchery Technical support services for Berlin State Fish Hatchery

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Towers Watson Midwest, Inc.		NAMED INSURED HDR Engineering, Inc. 1917 South 67th Street Omaha, NE 68106	
POLICY NUMBER See Page 1			
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1	

ADDITIONAL REMARKS

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

Re: Hatchery Technical support services for Berlin State Fish Hatchery



New Hampshire Fish and Game Department

HEADQUARTERS: 11 Hazen Drive, Concord, NH 03301-6500
(603) 271-3421
FAX (603) 271-1438

DB ✓
PO
6003463
PO# 225915

Governor & Council Approved

Date: 11/23/22
Item #: 81

10200522

www.WildNH.com
e-mail: info@wildlife.nh.gov
TDD Access: Relay NH 1-800-735-2964

November 9, 2022

SR

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

Requested Action

Authorize the New Hampshire Fish and Game Department (NHFG) to enter into a contract with HDR Engineering, Inc. (Vendor Code #169983), Manchester, NH, in the amount of \$199,980 to conduct the Powder Mill Fish Hatchery (PMFH) Downstream Phosphorus Study effective upon Governor and Council approval through June 30, 2024, 100% Fish and Game Funds.

Funding is available in account Office of the Director as follows:

03-075-075-750020-11710000-046-500464 Consultants	FY2023
	\$199,980

Explanation

The Powder Mill Fish Hatchery has been identified as a point source for increased phosphorus discharge into the Merrymeeting River. NHFG and others have been working together to rectify this issue. All parties have agreed upon a consent decree. The Scope of Work involves developing an understanding of the sources, sinks, and transport dynamics of phosphorus within the Merrymeeting River (MMR) and impoundments, in order to assess expected changes following reductions of phosphorus discharge from the PMFH and potential changes to the dam structure upstream. The results of the assessment study will be used to identifying options for remediation.

Respectfully submitted,

Scott R. Mason
Executive Director

Kathy Ann LaBonte, Chief
Business Division

STATE OF NEW HAMPSHIRE
New Hampshire Fish and Game Department
RFP# 2023-01
Merrymeeting River Phosphorus Assessment and Remediation Options Study

CLOSING DATE FOR RESPONSES: August 5, 2022 at 4pm EST

COMPLIANT RESPONSES

Number of Responses Received	1
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Submitter Information:

HDR Inc.
250 Commercial Street, ste 3007
Manchester, NH 03101-1120

RFP 2023-01 Phosphorous Assessment and Options Study

Score Sheet

		Scorer			
CATEGORIES	MAXIMUM POINTS	Scott Mason	Dianne Timmins	Mike Dionne	Dave Neils
Mandatory Requirements	Pass/Fail	Pass	Pass	Pass	Pass
Project Management and Technical Proposal	50	45	50	45	38
Cost Proposal	35	10	20	15	23
Client References	10	10	10	10	6
Quality of Proposal	5	5	5	5	4
Total Score	100	70	85	75	71



November 1, 2022

Christopher G. Aslin
Senior Assistant Attorney General
Environmental Protection Bureau
New Hampshire Department of Justice
33 Capitol Street
Concord, NH 03301

via email: christopher.g.aslin@doj.nh.gov

RE: Powder Mill Fish Hatchery Downstream Phosphorus Study

Dear Mr. Aslin,

HDR Engineering, Inc. (HDR) submits the attached draft contract for Powder Mill Fish Hatchery Downstream Phosphorus Study. The attached contract includes the negotiated scope and fee for the work along with the standard P-37 contract and our agreed upon contract modifications (contained in Exhibit A).

We look forward to continuing to work with you and the New Hampshire Fish and Game Department on this important project. If you have any questions or need additional information, please contact Rebecca Elwood at (603) 391 0903 or by email at Rebecca.Elwood@hdrinc.com.

Sincerely,

HDR Engineering, Inc.

Heather H. Ivester, PE
Vice President - Area Manager

Rebecca Elwood, PE
Project Manager

cc: Dianne Timmins, NHFGD

hdrinc.com

250 Commercial Street, Suite 3007,
Manchester, NH 03101
T 603.391.0900

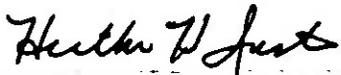
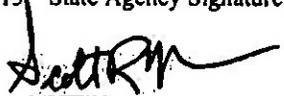
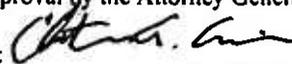
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

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 03301	
1.3 Contractor Name HDR Engineering, Inc.		1.4 Contractor Address 250 Commercial St., Manchester, NH 03101	
1.5 Contractor Phone Number (603) 391-0900	1.6 Account Number 20-07500-11710000-046-500464	1.7 Completion Date June 30, 2024	1.8 Price Limitation \$199,980
1.9 Contracting Officer for State Agency Scott R. Mason, Executive Director		1.10 State Agency Telephone Number (603) 271-1134	
1.11 Contractor Signature  Date: 11/3/22		1.12 Name and Title of Contractor Signatory HEATHER H. JESTER VICE PRESIDENT	
1.13 State Agency Signature  Date: 11-4-22		1.14 Name and Title of State Agency Signatory Scott R. 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: 11/7/2022 Christopher G. Astin, Senior Asst Attorney General			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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.

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

Contractor Initials MHS
Date 11/31/22

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.

EXHIBIT A

SPECIAL PROVISIONS: AMENDMENTS TO AGREEMENT (Form P-37)

POWDER MILL FISH HATCHERY DOWNSTREAM PHOSPHORUS STUDY

7. PERSONNEL

Replace 7.2 with the following:

7.2 During the term of this Agreement, and for a period of six (6) months thereafter, neither party shall knowingly solicit for employment, technical or professional employees of the other party who have been directly involved in the activities covered by this Agreement without prior written approval of the other party. This clause shall not restrict in any way the right of either party to solicit generally in the media for sought after personnel, nor does it restrict employees of either party from pursuing on their own initiative employment opportunities with the other party.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION

Amend 10.2 to include:

10.2.1 Any reuse or modification of such Data for purposes other than intended by the Contractor in its scope of services shall be at the State's sole risk and without liability to the Contractor.

13. INDEMNIFICATION

Amend Paragraph 13, first sentence by:

- Delete "the acts or omission of the Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct." And replace with "the negligent acts or omission, recklessness or intentional misconduct of the Contractor, or subcontractors."

14. INSURANCE

Amend 14.1 to include:

14.1.3 professional liability insurance claims made form, in amounts of \$1,000,000 per claim and \$2,000,000 annual aggregate.

14.1.4 The State of New Hampshire Fish and Game Department shall be named as Certificate holder. The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any sub-contractor of assignee to obtain and maintain in force the insurance required in this section, for the benefit of the State.

Contractor Initials HPH
Date 11/3/22

25. COVID PANDEMIC CONDITIONS

Amend Form P-37 to include a new section:

25. COVID PANDEMIC CONDITIONS

25.1 The Contractor acknowledges and agrees that this Agreement was entered into following the coronavirus disease 2019 (COVID-19) outbreak. The Contractor agrees that to the extent the COVID-19 outbreak, or any federal, state or local orders, regulations, rules, restrictions, or emergency declarations relating to COVID-19, disrupt, delay, or otherwise impact the Scope of Services to be performed by the Contractor as set forth in EXHIBIT B of this Agreement, any such disruption, delay, or other impact was foreseeable at the time this Agreement was entered into by the Parties and does not excuse the Contractor's performance under this Agreement. The Contractor agrees that any such impact, including any disruption to supply chains, workforce reductions, delays or interruptions in performance, or other effects on businesses, are not the fault of the State and the Contractor may not seek damages against the State for any such impacts.

If the Contractor experiences or anticipates any such COVID-19-related impacts to this Agreement, the Contractor shall immediately notify the Contracting Officer. In the event of any COVID-19 related impact or anticipated impact to this Agreement, the Contracting Officer shall have the right to temporarily modify, substitute, or decrease the Services, without the approval of the Governor and Executive Council, upon giving written notice to the Contractor. The State's right to modify includes, but is not limited to, the right to modify service priorities, including how and when Services are delivered, and expenditure requirements under this Agreement so as to achieve compliance therewith, provided such modifications are within the Scope of Services and cost limitations of this Agreement. By exercising any of the rights described within this subsection, the State does not waive any of its right under this Agreement.

In the event that a modification by the State under this subsection would result in a reduction of Services that cannot be supplemented during the remaining term of this Agreement with either replacement or substituted services of substantially similar value, the Parties shall submit an amendment to this Agreement with a commensurate reduction in the price. In order to facilitate reconciliation of services performed under this Agreement, the Contractor shall submit weekly reports detailing the following for any service not fully performed pursuant to the terms of the Agreement:

- (a) The services required to be performed under the terms of this Agreement as written;
- (b) The services actually performed;
- (c) Any replacement or substituted services performed with reference to the associated unperformed contracted services.

Contractor Initials HAI
Date 4/3/22

EXHIBIT B

SCOPE OF SERVICES

POWDER MILL FISH HATCHERY DOWNSTREAM PHOSPHORUS STUDY

Contractor shall perform the following tasks based on the RFP requirements and the preliminary review of available information from the Merrymeeting River watershed, to complete two separate, but related studies with the following goals :

- **Assessment Study:** The goal of the assessment study is to develop an understanding of the sources, sinks, and transport dynamics of phosphorus within the Merrymeeting River and impoundments in order to assess expected changes in water quality following recent and anticipated reductions of phosphorus discharges from the PMSFH, as well as potential changes to the dam structures along the upper MMR. The results of the assessment study will be used to inform the subsequent options study.
- **Options Study:** The goal of the options study is to use the results of the assessment study to identify and evaluate options (including a no-action option) for remediation of phosphorus-based water quality standard violations in the Merrymeeting River Impoundments.

Task 1 — Existing Data Collection And Review

Contractor shall prepare a sampling plan that is focused on the impoundments where violations of NHDES water quality standards exist. The sampling plan will consist of surface water and sediment sampling to characterize phosphorus distribution in the river/impoundment system and to inform future remediation alternatives. Table 1 presents details of proposed sampling plan.

The amount of phosphorus contained in the sediments of the impoundments can be estimated based on the sediment phosphorus measurements to be collected and can assist in evaluating in-pond treatment of phosphorus (i.e., alum treatment). From these estimates and bottom water TP concentration increases during the summer, the sediment phosphorus release can also be estimated as requested in the RFP.

The hydrology in the Merrymeeting River watershed includes inflows from Merrymeeting Lake to the river and through the fish hatchery, and rainfall driven runoff through connected tributaries including baseflow from groundwater contributions. Figure 1 shows the sub-catchments in the watershed and associated tributaries from Merrymeeting Lake downstream to Alton Bay. Between the fish hatchery and Marsh/Jones Pond there are a few sub-catchments and tributaries that contribute



Figure 1. Merrymeeting Watershed & Hydrology

Contractor Initials HAS
Date 11/31/22

runoff and nonpoint source loading to the river and ponds. Table 2 provides the drainage areas at a few locations along the river that were obtained from USGS StreamStats, which indicate that a fair amount of drainage area exists between the fish hatchery and the outlet of Marsh Pond. This incremental drainage area could provide options for investigating nonpoint source controls to also reduce phosphorus loads to the river and ponds.

A Lake Loading Response Model (LLRM) was developed for the Merrymeeting River watershed as part of the 2019 Watershed Management Plan and was also used as part of developing effluent limits for the fish hatchery as part of the NPDES permitting. The LLRM calculates runoff, groundwater baseflow and nonpoint source loads along with response variables in the ponds for TP, chlorophyll-a and Secchi depth. Contractor will use the existing LLRM to further evaluate hydrology as part of Task 3 (Assessment Report).

The deliverables for this task are draft and final versions of the Sampling Plan for NHFGD and EPA review and approval, with the final Sampling Plan delivered on or before December 31, 2022. The Sampling Plan will discuss the proposed station locations, sampling parameters and associated method detection limits, QAQC samples to be collected, sampling schedule and proposed analyses of the collected data. The Sampling Plan will not be a complete Quality Assurance Project Plan (QAPP) for Sampling.

Table 1. Proposed Sampling Plan	
Surface Water Sampling	
<ul style="list-style-type: none"> • Number of sampling stations: 4 (MAR01BR, MAR00B, JON03D, DOW08D) – see Figure 2 for station locations <ul style="list-style-type: none"> • Note: NHDES will be collecting data at MARALTD in 2023 • 5 sampling events to occur during 1 growing season (assumed to be April through October) <ul style="list-style-type: none"> • Roughly 1 event per month in June through September • Field parameters to be collected at each station: temperature, dissolved oxygen (DO), pH, conductivity (vertical profile from surface to bottom), Secchi depth • Surface and bottom samples collected for lab analysis: TP, orthophosphorus (PO₄), chlorophyll-a (corrected) • Surface samples collected for lab identification: cyanobacteria, plankton and phytoplankton • Additional samples will be collected for QAQC and will include 2 lab and 2 field blanks along with 1 duplicate sample per sampling event • Chain of custody forms will be completed for each sampling event 	
Sediment Sampling	
<ul style="list-style-type: none"> • Number of sampling locations: 1 in each pond (deep location), 3 total • 1 sampling event in each pond during summer, low-flow conditions • At each location sediment sampling to obtain: sediment core to provide sediment accumulation and stratigraphy information, collection of surficial samples for phosphorus analysis • Phosphorus fractions to be analyzed in the lab: loosely bound (soluble reactive) phosphorus, iron bound phosphorus, aluminum bound phosphorus, TP • Chain of custody forms will be completed for each sampling event 	

Contractor Initials HAF
 Date 11/3/22

Table 2. Merrymeeting River Drainage Areas		
Location	Drainage Area (mi ²)	Incremental Drainage Area (mi ²)
Outlet Merrymeeting Lake	10.7	
Outlet Marsh Pond	15.2	4.5
Outlet Jones Pond	16.2	1.0
Outlet Downing Pond	17.2	1.0

Task 2 – Sample Collection and Analysis

Following approval of the Sampling Plan by NHFGD and EPA, Contractor shall implement the final approved plan. This will include preparing a sampling schedule, providing monthly status reports during the sampling time period (i.e., April-October growing season) and communicating any issues or

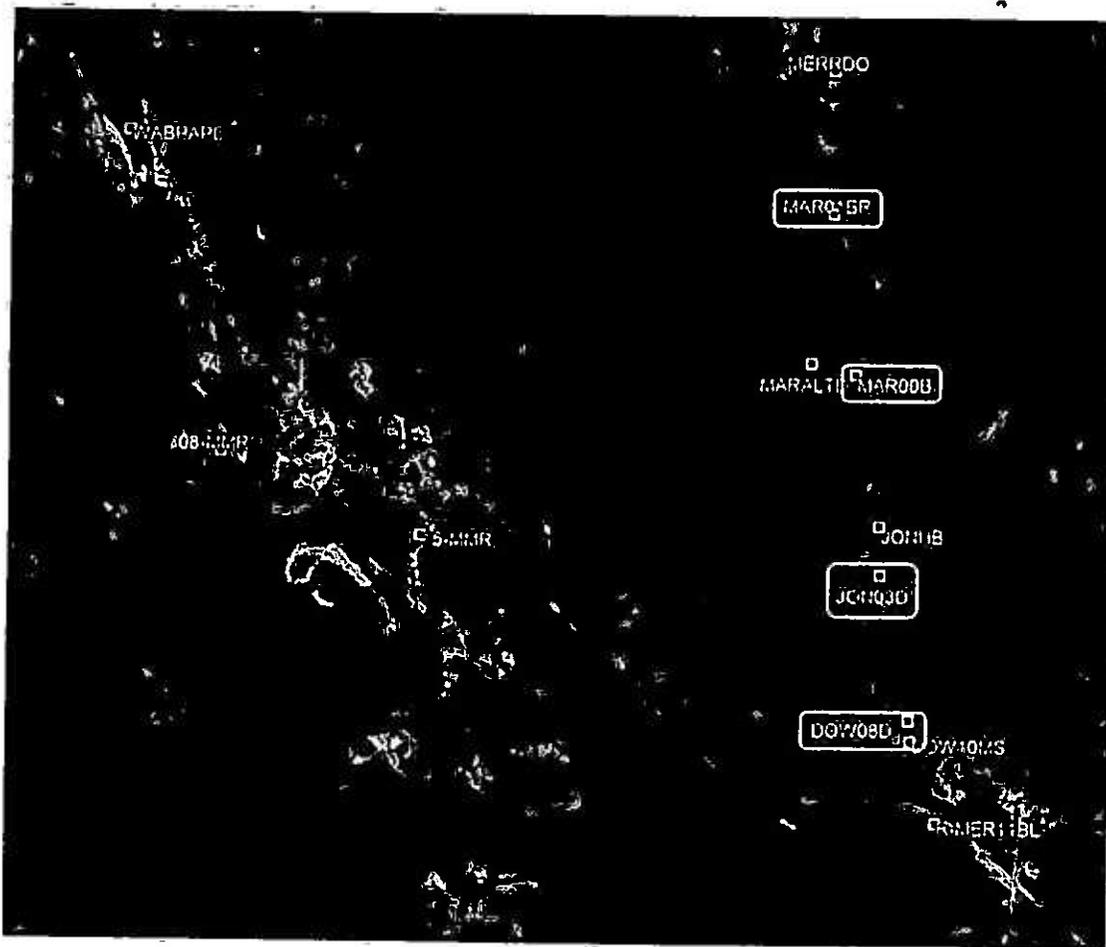


Figure 1. NHDES Sampling Station Locations

Contractor Initials *PHZ*
 Date *11/3/22*

adjustments to the sampling plan that may be needed based on field observations.

The deliverables for this task are monthly status reports on the sampling effort to be included with monthly invoices.

Task 3 – Assessment Report

After the approved Sampling Plan is completed, Contractor shall compile the data collected, field notes and QAQC results. The data will be entered into an Excel file database and provided to NHFGD along with the Assessment Report. The Assessment Report will include the following sections.

1. Executive Summary
2. Sampling Overview & Methodology
3. Existing and New Data Presentation
 - a. This section will present the new data collected in the river/ponds and pond sediments; and compare to existing data (back to 2015) to provide historical context to the new data.
 - b. Data will be presented both graphically and in tabular format along with the fish hatchery flow and effluent data. Rainfall data will also be obtained and presented.
 - c. A comparison of the new data to the existing data will be completed to evaluate the impact of phosphorus load reductions at the fish hatchery that are currently underway.
4. Internal and External Phosphorus Sources
 - a. The existing LLRM will be obtained and setup for the 2023 sampling time period to assist in analyzing external point and nonpoint source phosphorus loads in the watershed. LLRM will be adjusted to reproduce the new data collected to further refine its usefulness with new data collected after phosphorus load reductions at the fish hatchery.
 - b. A stand-alone sediment flux model (SFM) will be developed by Contractor. This model is an Excel-based spreadsheet model and most required inputs and data will be provided from the sampling effort (i.e., pond water quality, temperature, DO). The model will provide an estimate of the internal phosphorus flux from the sediment of the three ponds and can be compared to other methods of estimated sediment release of phosphorus to the water column.
 - c. This coupled approach of using LLRM and SFM was recently used successfully in analyzing external and internal phosphorus loads to St. Albans Bay in Vermont. The models were used to evaluate various management alternatives such as watershed load reductions and internal (in-lake) phosphorus controls.
5. Phosphorus Fate & Transport
 - a. The LLRM model developed will also be used to assess the fate and transport of phosphorus through the Merrymeeting river and pond system.

Contractor Initials MHC
Date 11/3/22

- b. Fate and transport will be evaluated for a critical summer, low-flow condition when algal blooms typically occur.
 - c. Pond residence times will be calculated over a range of river flows to allow the potential for algal blooms to be evaluated.
6. Projected Water Quality Impairment Status
- a. Using the existing and new data, Contractor shall determine whether correlation exists between phosphorus loads and pond chlorophyll-a, cyanobacteria and plankton data.
 - b. This will allow a data based approach to projecting what future water quality impairment status may occur as a result of phosphorus reductions at the fish hatchery.
 - c. The LLRM will also be used to estimate pond chlorophyll-a and TP reductions as a result of the phosphorus load reductions at the fish hatchery.

The deliverables for this task are draft and final versions of the Assessment Report, with the final Assessment Report to be delivered to NHFGD within 75 days of completion of Task 2.

Task 4 – Options Scope of Work

Under this task, Contractor shall develop an Options Study scope of work to outline the components of the Options Study that will identify, evaluate, and prioritize actions to remediate phosphorus-related water quality impairments in the upper Merrymeeting River impoundments of Marsh Pond, Jones Pond, and Downing Pond (the "Impoundments"). This task will build upon work completed under Task 3 (Phosphorus Assessment) and the 2019 Merrymeeting River Watershed Management Plan (the "Watershed Plan").

The Watershed Plan, encompassing the entire Merrymeeting River watershed, identified pollutant sources including the PMSFH, the Mill Pond connection to the downstream Merrymeeting River, and watershed nonpoint source (NPS) and shoreline properties. Numerous NPS pollutant "hotspots" were identified and ranked as high, medium, or low priority, and shoreline sites were classified as high or low impact. The top 10 hotspot erosion areas were described in more detail and further preliminary design concepts were completed for the top three hotspot erosions areas. The Watershed Management Plan also presented an "Action Plan" with specific short-term recommendations for actions to reduce phosphorus loading from the watershed, including watershed and shoreline best management practices (BMPs), road maintenance, municipal land-use planning and regulation, land conservation, and septic system maintenance and code enforcement.

The proposed scope of work outlined below is preliminary based on current expectation of the Options Study that will be required by EPA and may need to be adjusted based on the findings of the Phosphorus Assessment to be completed under Task 3. Within 60 days of submission of the Phosphorus Assessment Report to EPA, Contractor shall prepare and deliver a draft scope of work, including schedule, for the Options Study. The proposed scope of work sub-tasks are presented below.

Task 4.1 – Update and Refine Watershed NPS Actions

This proposed sub-task will include a review of data and recommendations from the Watershed Plan and will complete a desktop analysis to identify a subset of remediation actions that: 1) would be located within state-owned lands and roads, and 2) have the potential to produce near-term reductions

Contractor Initials BMZ
Date 11/3/22

in-phosphorus loading to Marsh Pond, Jones Pond, and Downing Pond (Impoundments).

From the subset of watershed NPS and shoreline actions, the top five sites based on potential phosphorus reduction (as estimated in the Watershed Plan) will be identified. For those sites, GIS base maps will be prepared using available data from the Watershed Plan, NH Grant, and other online sources. This task will include: up to two virtual interviews with NHFGD and other state agencies (e.g., NHDOT, NH State Parks, as applicable) about current conditions and potential remediation actions at the top five sites.

After the five sites are finalized, reconnaissance at the sites will be completed to document existing conditions and verify/update recommended actions. This scope assumes a one day site visit for two staff.

Contractor shall include in-pond sediment treatment, focused pond dredging, pond aeration, and ultrasonic algae control as part of the Options Study scope of work development.

Task 4.2 – Evaluate and Prioritize Options

This proposed sub-task will include collaboration with NHFGD to evaluate recommended watershed and in-pond actions, along with a no-action option, to determine the preferred action or group of actions to remediate phosphorus-related water quality impairments in the Impoundments. Contractor will confer with NHFGD to determine evaluation criteria, which may include:

- Potential to achieve progress toward water quality targets;
- Other potential benefits (e.g., recreation, public education, local jobs);
- Possible negative impacts (e.g., ecological, hydraulic, infrastructure) in the treatment area and on downstream waters;
- Ease of implementation (with consideration of property ownership, responsible party, permitting, public support, etc.);
- Implementation costs; and
- Implementation timeframe.

Contractor shall meet with NHFGD to review the initial evaluation findings and to further refine the findings based on NHFGD insights.

Task 5 – Implementation of Options Study

Following approval of the Options Study scope of work by NHFGD and EPA, Contractor shall implement the final approved scope. This will include the final approved items from the Task 4 Options Study scope of work. Contractor shall prepare for and attend one Task 5 kickoff meeting to review the approved Options Study scope of work and discuss issues such as communication, permission to access sites and discuss a tentative schedule for implementation of the scope of work. The goal of this task will be to conduct the necessary tasks needed to advance the scope of work identified in Task 4 and may include additional field and computation (modeling) to confirm that the ultimate suite of management options will meet in-lake targets. The final level of effort for Task 5 will be determined after the Options Study scope of work is approved.

The deliverables for this task is a draft version of the Options Study.

Contractor Initials *HVR*
Date *11/2/22*

Task 6 – Final Report

After completing Tasks 1 through 5, Contractor shall prepare a draft Final Report summarizing the results of the analysis for each remediation option identified (i.e., final recommended options plan), and specifying a preferred option, which may be no action or some other remedial option, and the basis for selection of the preferred option.

Contractor shall prepare for and attend one meeting with NHFGD to review the draft final report, review comments and discuss potential revisions and/or additions/subtractions of actions to the preferred option. Following the meeting and review of comments, Contractor shall revise the draft Final Report to include an updated set of management options, costs, implementation action schedule and impacts/benefits summary; including a detailed scope of work on what additional studies, field work, and designs that will be needed to implement the actions identified in the Final Report. The deliverables for this task are draft and final versions of the Final Report, with the Final Report delivered within 45 days of completion of Task 5.

Task 7 – Project Management

Provide management activities including planning, organizing and monitoring tasks, quality control, coordination with NHFGD, invoice management, and monthly status reports. Contractor to have approximately quarterly status calls with NHFGD (up to 12) that can be scheduled around major project deliverables. See section 5.5 for more detailed information on project management.

SUMMARY OF TASKS

Tasks are defined and described in detail in the prior pages and organized as listed here:

- Task 1 – Development of a Sampling Plan
- Task 2 – Sample Collection and Analysis
- Task 3 – Assessment Report
- Task 4 – Options Scope of Work
- Task 5 – Implementation of Options Study
- Task 6 – Final Report
- Task 7 – Project Management and Quality Control

SUMMARY OF DELIVERABLES

The deliverables for the Tasks presented in this document will be as outlined below:

- Draft and Final Sampling Plan (Task 1)
- Draft and Final Assessment Report (Task 3)
- Draft and Final Options Study Scope of Work (Task 4)
- Draft Options Study (Task 5)
- Draft and Final Merrymeeting River Phosphorus Assessment and Remediation Options Report (Task 6)
- Monthly Status Reports (Task 7)

PROPOSED CHANGES IN SCOPE

Contractor Initials HMA
Date 11/3/22

Certain tasks and deliverables are contingent on EPA approval of the proposed sampling plan and options study scope of work, which may result in changes to current assumptions of the level of effort and resulting costs proposed for the Agreement. To the extent such changes in scope of work or level of effort are required due to conditions of EPA approval, Contractor shall identify such required changes in scope and any resulting change to the total Contract Price as specified in Exhibit C, Section 6.

Contractor Initials HYS
Date 11/3/20

EXHIBIT C

TERMS OF PAYMENT

POWDER MILL FISH HATCHERY DOWNSTREAM PHOSPHORUS STUDY

The consultant shall receive payment for services rendered in accordance with the following schedule:

1. **CONTRACT PRICE**

The Contractor hereby agrees to provide professional services in complete compliance with the terms and conditions specified in Exhibit B for an amount up to and not to exceed a price of ~~\$199,980~~; this figure shall not be considered a guaranteed or minimum figure; however it shall be considered a maximum figure from the effective date through the expiration date as indicated in Form P-37 Block 1.7.

2. **PRICING STRUCTURE**

Compensation for Contractor's services under this Agreement shall be on the basis of Time and Materials. Time and Materials shall mean actual labor hours at the rates included in the rate table attached, to be paid as total compensation for each hour an employee works on the project, plus Reimbursable Expenses.

HDR Rate schedule - See Attached

HDR Scope and Fee table - See Attached.

3. **INVOICE**

Itemized invoices shall be submitted on a monthly basis for the job/services that were completed the previous period. The payment requests for services rendered shall be compiled using the rates shown on the Consultant's fee schedule listed in 2. Pricing structure. Included with the invoice shall include a copy of the Consultant's fee schedule, a summary of work completed, timesheet documents, summary or future proposed work shall be included with each request for services rendered.

Contractor shall be paid within 30 days after receipt of properly documented invoice and acceptance of the work to the State's satisfaction.

Contractor will retain receipts for reimbursable expenses in general accordance with Internal Revenue Service rules pertaining to the support of expenditures for income tax purposes. Receipts will be available for inspection by the State's auditors upon request.

If the State disputes any items in Contractor's invoice for any reason, including the lack of supporting documentation, the State may temporarily delete the disputed item and pay the remaining amount of the invoice. The State will promptly notify Contractor of the dispute and request clarification and/or correction. After any dispute has been settled, Contractor will include the disputed item on a subsequent,

Contractor Initials HHS
Date 11/9/22

regularly scheduled invoice, or on a special invoice for the disputed item only.

4. PAYMENT

Payments may be made via ACH or P-Card. Use the following link to enroll with the State Treasury for ACH payments: <https://www.nh.gov/treasury>

5. REIMBURSIBLES

Reimbursable Expense shall mean the actual expenses incurred directly or indirectly in connection with the Project for transportation travel, subconsultants, subcontractors, technology charges, telephone, telex, shipping and express, and other incurred expense. Contractor will add ten percent (10%) to invoices received by Contractor from subconsultants and subcontractors to cover administrative expenses and vicarious liability.

Lodging, meals, and incidentals will be reimbursed at current U.S. General Services Administration Per Diem Rates as shown in Table C-1. Mileage will be reimbursed at current IRS standard mileage rates.

6. CHANGES

The parties agree that no change or modification to this Agreement, or any attachments hereto, shall have any force or effect unless the change is reduced to writing, dated, and made part of this Agreement. The execution of the change shall be authorized and signed in the same manner as this Agreement. Adjustments in the period of services and in compensation shall be in accordance with applicable paragraphs and sections of this Agreement. Any proposed fees by Contractor are estimates to perform the services required to complete the project as Contractor understands it to be defined. For those projects involving conceptual or process development services, activities often are not fully definable in the initial planning. In any event, as the project progresses, the facts developed may dictate a change in the services to be performed, which may alter the scope. Contractor will inform the State of such situations so that changes in scope and adjustments to the time of performance and compensation can be made as required. If such change, additional services, or suspension of services results in an increase or decrease in the cost of or time required for performance of the services, the State shall seek approval of an amendment to the Agreement pursuant to Paragraph 17 thereof. Any change in project cost or time of performance will require an amendment approved by Governor and Council.

Contractor Initials HW
Date 11/5/22



RATE SCHEDULE
(JANUARY 1, 2022 - DECEMBER 31, 2023)

POSITION	Rate
Project Principal	\$ 334
Project Manager	\$ 253
Water Resources - Sr. Technical Lead	\$ 334
Water Resources Engineer Sr.	\$ 257
Water Resources Engineer	\$ 191
Water Resources Engineer Jr.	\$ 130
Environmental Engineer	\$ 212
Administrative	\$ 159

Contractor Initials 11/31/22 HVR
Date 11/31/22

NHFGD - POWDER MILL FISH HATCHERY DOWNSTREAM PHOSPHORUS STUDY
Scope and Fee

Task	Project Principal	Project Manager	Water Resources - Sr. Technical Lead	Water Resources Engineer	Water Resources Engineer	Water Resources Engineer	Environmental Engineer	Administrative	Other Expenses	Subcontract	Total
Billing Rate	\$334	\$253	\$336	\$257	\$271	\$430	\$212	\$159			
TASKS											
1 Develop Sampling Plan*		2	2	20	8	58					\$15,396
2 Sample Collection & Analysis*		4			24	16	64		\$618	\$43,077	\$63,053
3 Assessment Report		2	4	48	40	110					\$36,139
4 Options Study Plan*		2	4	16						\$9,600	\$15,550
5 Options Study*		8	8	16						\$26,600	\$35,407
6 Final Report		4	8	40	35	29					\$10,018
7 Project Management/OC	4	28						20			
Total Task 1											
Total Hours	4	50	28	140	87	213	64	18			604
Total Billing Amount	\$1,337	\$12,678	\$8,808	\$25,923	\$18,526	\$27,765	\$13,587	\$1,585	\$618	\$79,277	\$199,980

*The proposed costs for Tasks 1, 2, 4 and 5 are based on the scope of work provided. These costs are subject to change pending NHFGD and EPA review and approval of the Sampling Plan and Options Study Scope of Work.

\$199,980

Contractor Initials *HMF*
 Date *11/3/22*

NH DEPT OF JUSTICE
JUDICIAL DIVISION



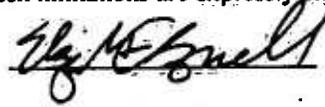
Corporate Resolution – Certification of Vote

I, Elizabeth C. Buell, hereby certify that I am duly elected Assistant Secretary of HDR Engineering, Inc. I hereby certify the following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on January 1, 2022, by Consent and Agreement ~~at which a quorum of the Directors/shareholders were present and voting.~~

VOTED: That Heather Ivester, Vice President, is duly authorized to enter into contracts or agreements on behalf of HDR Engineering, Inc. with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

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

DATED: 10-31-2022

ATTEST: 
Elizabeth C. Buell, Assistant Secretary



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 HDR ENGINEERING, INC. is a Nebraska Profit Corporation registered to transact business in New Hampshire on June 17, 1985. 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: 84977

Certificate Number: 0005872247



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 September A.D. 2022.

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

David M. Scanlan
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/31/2022

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).

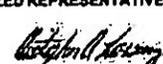
PRODUCER Willis Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center	
	PHONE (A/C, No. Ext): 1-877-945-7378	FAX (A/C, No.): 1-888-467-2378
E-MAIL ADDRESS: certificates@willis.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Liberty Mutual Fire Insurance Company		23035
INSURER B: Ohio Casualty Insurance Company		24074
INSURER C: Liberty Insurance Corporation		42404
INSURER D: Zurich American Insurance Company		16535
INSURER E:		
INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** W26551343 **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	ADDITIONAL INSURED	INSURED	VOYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		FB2-641-444950-032	06/01/2022	06/01/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		AB2-641-444950-042	06/01/2022	06/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		E00(23)57919363	06/01/2022	06/01/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	N/A	<input checked="" type="checkbox"/>	WA7-64D-444950-012	06/01/2022	06/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Commercial Personal Property				CFP 0284121-05	06/01/2022	06/01/2023	Per Premises \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Certificate Holder is named as Additional Insured on General Liability, Automobile Liability and Umbrella/Excess Liability on a Primary, Non-contributory basis where required by written contract. Waiver of Subrogation applies on General Liability, Automobile Liability, Umbrella/Excess Liability and Workers Compensation where required by written contract and as permitted by law. Umbrella/Excess policy is follow form over General Liability, Auto Liability and Employers Liability.

CERTIFICATE HOLDER NH 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 

AGENCY CUSTOMER ID: _____

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Willis Towers Watson Midwest, Inc.		NAMED INSURED EDR Engineering, Inc. 1917 South 67th Street Omaha, NE 68106	
POLICY NUMBER See Page 1		EFFECTIVE DATE: See Page 1	
CARRIER See Page 1	NAIC CODE See Page 1		

ADDITIONAL REMARKS

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

Re: Powder Mill Fish Hatchery Downstream Phosphorus Study.

Property coverage is written on Special form and includes Replacement cost.



CERTIFICATE OF LIABILITY INSURANCE

6/1/2023

DATE (MM/DD/YYYY)

11/2/2022

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 Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kctsu@lockton.com	CONTACT NAME: _____ PHONE (A/C, No. Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Lloyd's of London</td> <td>38253</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Lloyd's of London	38253	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:
INSURER(S) AFFORDING COVERAGE	NAIC #													
INSURER A: Lloyd's of London	38253													
INSURER B:														
INSURER C:														
INSURER D:														
INSURER E:														
INSURER F:														
INSURED 1429676 HDR ENGINEERING, INC. 1917 SOUTH 67TH STREET OMAHA NE 68106														

COVERAGES * CERTIFICATE NUMBER: 19083041 REVISION NUMBER: XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____		NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COM/OP AGG \$ XXXXXXXX \$ _____
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED _____ RETENTION \$ _____		NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	NOT APPLICABLE			PER-STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	ARCH & ENG PROFESSIONAL LIABILITY	N N	P001412200	6/1/2022	6/1/2023	PER CLAIM: \$1,000,000 AGGREGATE: \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 104, Additional Remarks Schedule, may be attached if more space is required).
 RE: POWDER MILL FISH HATCHERY DOWNSTREAM PHOSPHORUS STUDY

CERTIFICATE HOLDER 19083041 NH FISH AND GAME DEPARTMENT 11 HAZEN DRIVE CONCORD NH 03301	CANCELLATION See Attachment 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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© 1988-2015 ACORD CORPORATION. All rights reserved.

This endorsement, effective: 06/01/2022 12:01 A.M.

Forms a part of policy no.: P001412200

Issued to: HDR, Inc

By: Lloyd's of London

NOTICE OF CANCELLATION TO CERTIFICATE HOLDERS ENDORSEMENT

Except respect cancellation non-payment premium (10 day notice cancellation), the **Insurer** shall give 30 day notice cancellation the Certificate Holder(s) set forth herein, provided that:

The **First Named Insured** is required by contract give notice cancellation the Certificate Holder, and

Prior the **Insurer** sending notice cancellation the **First Named Insured** the **First Named Insured** shall provide the **Insurer** in writing, either directly or through the **First Named Insured** broker record, the name each person or organization requiring notice cancellation and the corresponding address such person or other employee responsible receipt of notice of cancellation on behalf of such organization.

Notice cancellation be sent in accordance the terms and conditions the policy, except that the **Insurer** may provide written notice individually or collectively the Certificate Holders by email at the current email address given by the **First Named Insured** Proof sending the notice of cancellation by email shall be sufficient proof of notice.

Any failure provide notice cancellation the Certificate Holder due inaccurate or incomplete information provided by the **First Named Insured** shall remain the sole responsibility the **First Named Insured**

The following definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown in Item 1. of Declarations.
2. **Insurer** means the insurance company shown in the header on the Declarations.

All other terms and conditions of the policy remain the same