

CONTRACT ASSIGNMENT COVERSHEET

CONTRACT #: CPO20200287

CONTRACTOR: SPF
Water Engineering, LLC

AGENCY: Idaho Department of Water Resources

ASSIGNMENT REASON:

SPF has sold its assets to HDR Engineering, Inc.

CONTRACT EXPIRATION: 02/25/2023

FINANCIAL REVIEW: Yes ☐ No ☒

FINANCIAL REVIEWER: n/a

COVER LETTER SENT: 08/31/2022

DESIRED DATE TO SEND TO SCO: 09/08/2022

ADMINISTRATOR REVIEW & APPROVAL:

ASSIGNMENT COMPLETED IN IPRO:

NOTES:

Contract Administrator: David Miller

Date: 08/31/2022

Memorandum

To: Valerie Bollinger, Administrator, Division of Purchasing
From: David Miller, Contract Administrator, Division of Purchasing
Subject: Assignment of Contract Numbers CPO20200287
Date: August 31, 2022

The State has received a request to assign contract CPO20200287 from the Assignor, SPF Water Engineering, LLC (SPF), to the Assignee, HDR Engineering, Inc. (HDR). This memo provides background information for the contract and analysis of the request.

BACKGROUND

DOP awarded contract number CPO20200287, Stream Gaging Services, to SPF, effective February 26, 2020, on behalf of the Idaho Department of Water Resources (IDWR). The initial contract term was one (1) year, with an option of four (4) renewals upon mutual agreement of the parties. The Contract has been renewed through February 25, 2023. Two (2) more renewals remain, and the Total Contract Value is \$943,899.00.

On February 3, 2022, the Division of Purchasing (DOP) received a letter from a SPF representative stating that HDR had acquired all of SPF's assets, effective January 29, 2022. DOP accepted the letter and began the process of assigning CPO20200287.

Reason for Assignment

As detailed in the Proof of Assignment Letter, SPF transferred substantially all its assets to HDR. The transaction was executed on January 29, 2022, and this Assignment is one of the last steps to completing the asset turnover.

ANALYSIS OF REQUEST TO ASSIGN

When analyzing the appropriateness of assigning a contract that was issued pursuant to a competitive bid, DOP asks whether the proposed assignee is equal to or better than the awarded contractor (i.e., assignor). DOP also analyzes the potential benefits and risks to the State. In this case, all factors weigh in favor of assignment.

Quality of Assignee

HDR has retained all of SPF's employees and will continue to provide equal or better services SPF has been providing for the past two (2) years. HDR is a larger Engineering firm than SPF and after attaining the SPF staff, the firm has increased its ability to provide the services needed to fulfill the Contract for IDWR.

Risk Analysis

Assignment of contract number CPO20200287 is low risk for the State of Idaho. The acquisition of SPF by HDR has not changed personnel providing the services, nor has it changed how the services are provided. SPF was awarded the Contract through a competitive solicitation where they had the lowest bid of three (3) other vendors. SPF was one of two bidders that submitted a bid for all three (3) areas detailed in the solicitation. If assigned, HDR will continue the services at the same prices bid by SPF.

The risk of not assigning this contract would be a gap in services due to re-solicitation efforts and the process of putting a new contract in place. A gap in services would adversely affect the services provided to IDWR.

CONCLUSION

Water Gaging services will continue to be performed as specified in the Contract by HDR. Through the due diligence of researching this Assignment there has been no evidence found to indicate HDR will not be able to continue providing the same or greater services as SPF. I respectfully ask that you accept the request to assign CPO20200287 from SPF to HDR.

Supporting Documentation (attached):

- Assignment Letter to SPF dated April 1, 2022
- Proof of Assignment – Letter from HDR dated February 3, 2022
- Administrator Acceptance of Assignment signed by the assignor and assignee
- Board of Examiners Request for Recognition of Assignment signed by the assignor and assignee
- Proof of registration with the State of Idaho
- Certificate of Insurance



BRAD LITTLE

Governor

KEITH REYNOLDS

Director

VALERIE BOLLINGER

Administrator

State of Idaho

Department of Administration

Division of Purchasing

650 West State Street, Room 100

Boise, ID 83702

Telephone: (208) 327-7465

Email: purchasing@adm.idaho.gov

www.purchasing.idaho.gov

September 1, 2022

State Board of Examiners

PO Box 83720

700 West State Street

Boise, ID 83720-0011

Hand-Delivered

RE: *Request by SPF Water Engineering, LLC to assign its Contract with the State of Idaho, Contract Number CPO20200287, a Contract for a Stream Gaging Services, to HDR Engineering, Inc.*

Dear Sirs:

The State has received a request to assign contract CPO20200287 from the Assignor, SPF Water Engineering, LLC (SPF), to the Assignee, HDR Engineering, Inc. (HDR). This memo provides background information for the contract and analysis of the request.

DOP awarded contract number CPO20200287, Stream Gaging Services, to SPF, effective February 26, 2020, on behalf of the Idaho Department of Water Resources (IDWR). The initial contract term was one (1) year, with an option of four (4) renewals upon mutual agreement of the parties. The Contract has been renewed through February 25, 2023. Two (2) more renewals remain, and the Total Contract Value is \$943,899.00.

On February 3, 2022, the Division of Purchasing (DOP) received a letter from a SPF representative stating that HDR had acquired all of SPF's assets, effective January 29, 2022. DOP accepted the letter and began the process of assigning CPO20200287.

As detailed in the Proof of Assignment Letter, SPF transferred substantially all its assets to HDR. The transaction was executed on January 29, 2022, and this Assignment is one of the last steps to completing the asset turnover.

HDR has retained all of SPF's employees and will continue to provide equal or better services SPF has been providing for the past two (2) years. HDR is a larger Engineering firm than SPF and after attaining the SPF staff, the firm has increased its ability to provide the services needed to fulfill the Contract for IDWR.

Assignment of contract number CPO20200287 is low risk for the State of Idaho. The acquisition of SPF by HDR has not changed personnel providing the services, nor has it changed how the services are provided. SPF was awarded the Contract through a competitive solicitation where they had the lowest bid of three (3)

other vendors. SPF was one of two bidders that submitted a bid for all three (3) areas detailed in the solicitation. If assigned, HDR will continue the services at the same prices bid by SPF.

The risk of not assigning this contract would be a gap in services due to re-solicitation efforts and the process of putting a new contract in place. A gap in services would adversely affect the services provided to IDWR.

Water Gaging services will continue to be performed as specified in the Contract by HDR. Through the due diligence of researching this Assignment there has been no evidence found to indicate HDR will not be able to continue providing the same or greater services as SPF. I respectfully ask that you accept the request to assign CPO20200287 from SPF to HDR.

Please do not hesitate to contact me directly with any questions.

Sincerely,

A handwritten signature in blue ink, appearing to read "David Miller", with a stylized flourish at the end.

David Miller, Contract Administrator
Idaho Division of Purchasing



BRAD LITTLE
Governor
KEITH REYNOLDS
Director
VALERIE BOLLINGER
Administrator

State of Idaho

Department of Administration Division of Purchasing

605 W State St, Rm 100 (83702)
P. O. Box 83720
Boise, ID 83720-0075
Telephone (208) 327-7465
Fax: 208-327-7320
<http://purchasing.idaho.gov>

April 1, 2022

Bob Hardgrove
SPF Water Engineering, LLC
300 E Mallard Drive
Suite 350
Boise, ID 83709

Emailed: 04/01/2022

Re: Assignment of Contract Number CPO20200287, a Contract for Stream Gaging Services, between the State of Idaho and SPF Water Engineering, LLC.

Dear Mr. Hardgrove

The Idaho Division of Purchasing has received your letter dated February 3, 2022. Your letter indicated that HDR Engineering Inc. (HDR) has acquire all of SPF Water Engineering, LLC's (SPF) assets effective January 29, 2022. DOP considers your letter as a request for assignment of contract number CPO20200287. This letter describes the requirements and processes to assign a contract held by the State of Idaho.

Assignment of contracts held by the State of Idaho is governed by the Standard Contract Terms and Conditions that are part of the contract, Clause # 21, Assignments, which reads:

1. ASSIGNMENTS: Contractor shall not assign this contract, or its rights, obligations, or any other interest arising from the Contract, or delegate any of its performance obligations, without the express written consent of the Administrator of the Division of Purchasing and the Idaho Board of Examiners. Transfer without such approval shall cause the annulment of the Contract, at the option of the State. All rights of action, however, for any breach of the contract are reserved to the State. (Idaho Code Section 67-9230).

Notwithstanding the foregoing, and to the extent required by applicable law (including Idaho Code Section 28-9-406), Contractor may assign its right to payment on an account provided that the State shall have no

obligation to make payment to an assignee until thirty days after Contractor (not the assignee) has provided the responsible State procurement officer with (a) proof of the assignment, (b) the identity of the specific state contract to which the assignment applies, and (c) the name of the assignee and the exact address to which assigned payments should be made. The State may treat violation of this provision as an event of default.

Additionally, Idaho Code § 67-1027 reads as follows:

67-1027. Authority to recognize assignments of obligations owing by state. The authority of the state controller to recognize assignments of obligations owing by the state of Idaho is limited to those assignments as may be specially approved by the state board of examiners.

Therefore, assignment of the contract will not be granted without the approval of the Administrator of the Division of Purchasing and the Idaho State Board of Examiners of the state of Idaho (the "State"). Please also be advised that the Office of the State Controller is statutorily prohibited from issuing any payments to a requested assignee until the Idaho State Board of Examiners approves the assignment.

The State requires the following items before it can evaluate the request to assign contract number CPO20200287:

1. HDR must provide proof of the assignment. The State of Idaho will accept a resolution or certificate from the governing body of SPF certifying that it has authorized assignment and specifying an officer to execute documents, including materials submitted to the State. The officer specified by the assignor must complete their portion of the attached Idaho State Board of Examiners Request for Recognition of Assignment ("Request for Recognition").
2. HDR must provide written acceptance of the assignment via the Request for Recognition and must include with the Request for Recognition confirmation of the taxpayer ID of the assignee, its legal name, and the address for notices and payments under contract number CPO20200287.
3. HDR must identify whether or not SPF is retaining liability for acts and omissions prior to the effective date of the assignment. If so, HDR must provide proof that the SPF has insurance covering such liability.

If the liability for acts and omissions prior to the effective date of the assignment is to be transferred to the assignee, the assignee must provide proof that the assignee has insurance covering such liability.

Page 1 of 4 of the Contract Riders, describes the required insurances for contract number CPO20200287, as follows:

Insurance

INSURANCE REQUIREMENTS

Within five (5) business days of notification of award (or such other time as designated by the Purchasing Activity), the apparent successful Bidder or Offeror will provide certificates of insurance required herein and will maintain the insurance during the life of the Contract. There are no provisions for exceptions to this requirement. Failure to provide the certificates of insurance within the five (5) business day period may be cause for your Bid or Proposal to be declared non-responsive or for your Contract to be cancelled.

Contractor shall carry liability and property damage insurance that will protect it and the State of Idaho from claims for damages for bodily injury, including accidental death, as well as for claims for property damages, which may arise from operations under the Contract whether such operations be by themselves or by anyone directly or indirectly employed by either of them.

Contractor shall not commence work under the Contract until it obtains all insurance required under this provision and furnishes a certificate or other form showing proof of current coverage to the State. All insurance policies and certificates must be signed copies. After work commences, the Contractor will keep in force all required insurance until the Contract is terminated.

- 1 **Commercial General and Umbrella Liability Insurance:** Contractor shall maintain Commercial General Liability (CGL) and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to the Contract.
 - 1.1 CGL insurance shall be written on ISO occurrence form CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
- 2 **Commercial Automobile and Commercial Umbrella Liability Insurance:** Contractor shall maintain Commercial Automobile Liability and, if necessary, Commercial Umbrella Liability insurance with a limit of not less than \$1,000,000 each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos).
 - 2.1 Bidder or Offeror may request a waiver from providing Commercial Automobile and Commercial Umbrella Liability Insurance in its Bid or Proposal if the Bidder or Offeror will not use any owned, hired or non-owned vehicles to conduct business under the Contract, if it is awarded the Contract, and the State of Idaho will consider the request. If the Bidder or Offeror submits a request to waive the provision of Commercial Automobile and Commercial Umbrella Liability

Insurance after the due date and time for receipt of Bids or Proposals, the State of Idaho may not consider the request.

- 3 **Workers Compensation Insurance and Employer's Liability:** Contractor shall maintain workers compensation and employer's liability. The employer's liability shall have limits not less than \$500,000 each accident for bodily insurance by accident or \$500,000 each employee for bodily injury by disease.
 - 3.1 Contractor must provide either a certificate of workers compensation insurance issued by a surety licensed to write workers compensation insurance in the State of Idaho, as evidence that the Contractor has in effect a current Idaho workers compensation insurance policy, or an extraterritorial certificate approved by the Idaho Industrial Commission from a state that has a current reciprocity agreement with the Idaho Industrial Commission.
- 4 **State of Idaho as Additional Insured:** The liability insurance coverage required for performance of the Contract shall include the State of Idaho, the agency and its divisions, officers and employees as additional insured, but only with respect to the Contractor's activities to be performed under the Contract.
 - 4.1 The Contractor must provide proof of the State of Idaho, the (agency) and its divisions, officers and employees being additional insured by providing endorsements to the liability insurance policies showing the State of Idaho, the (agency) and its divisions, officers and employees as additional insured. The endorsements must also show the policy numbers and the policy effective dates.
 - 4.2 If a liability insurance policy provides for automatically endorsing additional insured when required by contract, then, in that case, the Contractor must provide proof of the State of Idaho, the (agency) and its divisions, officers and employees being additional insured by providing copies of the policy pages that clearly identify the blanket endorsement.
- 5 **Notice of Cancellation or Change:** Contractor shall ensure that should any of the above described policies be cancelled before the expiration date thereof, or if there is a material change, potential exhaustion of aggregate limits or intent not to renew insurance coverage(s), that written notice will be delivered to the Division of Purchasing (if the Contract was issued by the Division) or to the Purchasing Activity (contracting state agency) in accordance with the policy provisions.
- 6 **Endorsement:** Contractor shall further ensure that all policies of insurance are endorsed to read that any failure to comply with the reporting provisions of this insurance, except for the potential exhaustion of aggregate limits, shall not affect the coverage(s) provided to the State of Idaho, and its divisions, officers and employees.
- 7 **Acceptable Insurers and Deductibles:** Insurance coverage required under the Contract shall be obtained from insurers rated A-VII or better in the latest Bests Rating Guide and in good standing and authorized to transact business in Idaho. The Contractor shall be financially responsible for all deductibles, self-insured retention's and/or self-insurance included hereunder. The coverage provided by such policy will be primary to any coverage of the State on or related to the Contract

and shall provide that the insurance afforded applies separately to each insured against whom a claim is made, except with respect to the limitation of liability.

- 8 **Waiver of Subrogation:** All policies shall contain waivers of subrogation. The Contractor waives all rights against the State and its officers, employees, and agents for recovery of damages to the extent these damages are covered by the required policies. Policies may contain deductibles, but such deductibles will not be deducted from any damages due to the State.

4. If the original solicitation required proof of financial stability or a similar requirement, HDR must provide proof acceptable to the State that its financial stability is equivalent to (or greater than) the financial stability of SPF at the time SPF was awarded contract number CPO20200287. This requirement may be met when the assignee provides its current information regarding financial stability as well as the information provided by SPF during the solicitation process. HDR's financials must be those of the assignee; do not provide the financials of a parent company or include financial information from affiliates or other related companies which are not directly involved in the provision of goods or services.
5. HDR must register with the Idaho Secretary of State to do business in Idaho prior to the State's submission of the above items to the Idaho State Board of Examiners or must provide in writing a valid reason why this does not apply. If HDR is not registered with the Idaho Secretary of State, it must consent to the following term concerning service of process:

Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested, at its last known address. Contractor must notify the State in writing of any change of address to which service of process can be made. Service shall be completed upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor shall have thirty calendar days after completion of service in which to respond.

Consent to the paragraph directly above must be on the assignee's letterhead, signed by a company officer authorized to bind it contractually.

6. Both SPF and HDR must complete the attached Acceptance of Assignment document. Completion includes the following:

- a. Both SPF and HDR must enter the State in which it is incorporated in the blank in the first paragraph of page 1.
 - b. A representative of SPF that is authorized to bind the company contractually must sign and date (including entering the appropriate position title) in the spaces below assignor's company name on page 2.
 - c. A representative of HDR that is authorized to bind the company contractually must sign and date (including entering the appropriate position title) in the spaces below the assignee's company name on page 2.
7. Once the Administrator of the Division of Purchasing and the Idaho State Board of Examiners have approved the assignment, DOP will process an amendment to contract number CPO20200287 in the State's eProcurement system: (<https://solutions.scquest.com/apps/Router/Login?OrgName=StateofIdaho>). In order to complete an amendment in IPRO, the assignee must be profiled in IPRO. HDR's profile must be completed prior to the submission of the above to the Idaho State Board of Examiners. JAGGAER, Inc., the provider of the IPRO system, can be contacted at (800) 233-1121, Option 2, for assistance with adding a profile in IPRO.

Please note that prior to the Idaho State Board of Examiners (BOE) meets once a month. The Board's subcommittee considers assignments before the request goes to the full Board. The subcommittee considers assignments on the second Tuesday of each month and agenda items are due the Thursday before the meeting.

Please contact the office if you have any questions or need additional information.

Sincerely,

Quinn Shea, Contract Administrator
Quinn.Shea@adm.idaho.gov

Attach(s): Request for Recognition of Assignment
 Acceptance of Assignment

ITEM 1. PROOF OF ASSIGNMENT



May 9, 2022

Quinn Shea
Contract Administrator
Idaho Division of Purchasing
605 W State St, Rm 100
P.O. Box 83720
Boise, ID 83720-0075

Delivered via email: Quinn.Shea@adm.idaho.gov

Dear Quinn,

Thank you for your letter dated April 1, 2022 and the follow-up discussion we had on April 8, 2022. In our discussion we went over the items being requested in your letter and determined not all of them may be applicable. I have noted below the items attached to this letter and the items we do not believe are applicable. Please review and let me know if anything additional is needed to complete this assignment.

1. Proof of assignment. The February 3, 2022 letter to IDP requesting assignment is attached, along with a Unanimous Director Consent that Robert Hardgrove has authority to execute documents on SPF's behalf.
2. Request for Recognition. See attached. HDR Engineering, Inc. Federal Tax ID is 470680568.
3. Retention of Liability. HDR is liable to IDWR to the same extent that SPF is liable to IDWR under the terms of the contract prior to the effective date of the assignment.
4. Financial Stability. This was not a requirement of the original solicitation and therefore not applicable to HDR.
5. Secretary of State Registration. HDR has been doing business in Idaho for decades. The annual report is attached.
6. Acceptance of Assignment. This is attached.
7. IPRO Profile. This is being completed.

Sincerely,
HDR Engineering, Inc.

Robert R. Hardgrove, P.E.
Vice President



SPF WATER
ENGINEERING

February 3, 2022

Quinn Shea
Contract Administrator
Idaho Division of Purchasing
PO Box 83720
Boise, ID 83720-0075

Sent via email: quinn.shea@adm.idaho.gov

Subject: Consent to Assignment of Contract Purchase Order CPO20200287 by and between SPF Water Engineering, LLC ("SPF") and the Idaho Division of Purchasing ("State"), effective as of February 26, 2020, amended February 26, 2021, and pending amendment February 26, 2022 (the "Agreement")

Dear Quinn,

We are pleased to inform you that SPF has transferred substantially all of its assets to HDR Engineering Inc., a Nebraska corporation (the "Buyer"). In conjunction with the transaction, SPF intends to assign the Agreement to Buyer and desires that the State consent to such assignment.

I can assure you that the same SPF people you have worked with will continue on your projects into the future. We look forward to continuing our good working relationship with the State and are excited about the new opportunities combining forces with HDR will provide.

Please countersign this letter below to evidence State's consent to the assignment of the Agreement to Buyer and waiver of any restrictions in the Agreement that would prohibit such assignment.

After the State executes this consent, please e-mail a copy to me at Bob.Hardgrove@hdrinc.com. If you have any questions, please do not hesitate to contact me. We appreciate your cooperation with this request.

Sincerely,

A handwritten signature in dark ink, appearing to read "Bob Hardgrove".

Bob Hardgrove, P.E.

Acknowledged and Agreed:
Idaho Division of Purchasing

By: _____

Name:

Title:

Date:



February 3, 2022

Quinn Shea
Contract Administrator
Idaho Division of Purchasing
PO Box 83720
Boise, ID 83720-0075

Sent via email: quinn.shea@adm.idaho.gov

Subject: Consent to Assignment of Contract Purchase Order CPO29299287 by and between SPF Water Engineering, LLC ("SPF") and the Idaho Division of Purchasing ("State"), effective as of February 26, 2020, amended February 26, 2021, and pending amendment February 26, 2022 (the "Agreement")

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Please countersign this letter below to evidence State's consent to the assignment of the Agreement to Buyer and waiver of any restrictions in the Agreement that would prohibit such assignment.

After the State executes this consent, please e-mail a copy to me at Bob.Hardgrove@hdrinc.com. If you have any questions, please do not hesitate to contact me. We appreciate your cooperation with this request.

Sincerely,

A handwritten signature in dark ink, appearing to read "Bob Hardgrove", is written over a light blue horizontal line.

Bob Hardgrove, P.E.

Acknowledged and Agreed:
Idaho Division of Purchasing

By: _____

Name:

Title:

Date:

Subject to
shareholder
approval.
→ Has the
transaction
taken place?
yes

**UNANIMOUS WRITTEN CONSENT
OF THE SOLE DIRECTOR OF
SPF HOLDINGS, INC.**

the only director of SPF Holdings, Inc., an Idaho corporation (the
actions and adopts the following resolutions.

RESOLUTIONS:

BE IT RESOLVED, subject to shareholder approval as set forth below, that the Company is hereby authorized to sell substantially all of its operating assets (the "**Transaction**"), including, without limitation, the assets of SPF Water Engineering, LLC and of MDS Drafting, LLC (the "**Subsidiaries**"), to HDR Engineering, Inc., a Nebraska Corporation (the "**Purchaser**").

RESOLVED FURTHER, that the Company submit the proposed Transaction to the Company's shareholders for approval with a copy of this consent which constitutes the board of directors' recommendation that the shareholders approve the Transaction.

RESOLVED FURTHER, that the Transaction if and when implemented, will be on substantially the terms and conditions set forth in the letter of intent dated November 9, 2021, by and between the Company and Purchaser, subject to any change in terms or conditions evidenced by the Transaction Documents (defined below) as approved by Robert Hardgrove.

RESOLVED FURTHER, upon receipt of shareholder approval, Robert Hardgrove, President of the Company, is hereby authorized to take any and all actions necessary or prudent to consummate the Transaction on behalf of the Company and both of the Subsidiaries, including without limitation, by signing and delivering any and all asset purchase agreements, bills of sale and other instruments of sale, consents, certificates, instruments, assignment and assumption agreements, contracts, certificates and other documents or instruments (collectively, the "**Transaction Documents**") with his approval of each Transaction Document evidenced by his signature and/or delivery of the same.

RESOLVED FURTHER, that any and all acts authorized pursuant to these resolutions and performed prior to the passage of these resolutions with respect to the Transaction Documents and the closing of the Transaction are hereby authorized, ratified, confirmed and approved, and that these resolutions shall be standing resolutions of the Company and remain in full force and effect.

This consent is effective as of January 6, 2022.

BOARD MEMBER:


Robert Hardgrove

**CONSENT OF THE SOLE MEMBER OF THE BOARD OF DIRECTORS OF SPF
HOLDINGS, INC.**

ITEM 2. REQUEST FOR RECOGNITION

IDAHO STATE BOARD OF EXAMINERS
Request for Recognition of Assignment

"Assignor" as used herein is SPF Water Engineering, LLC

Address 300 E. Mallard Drive, Suite 350, Boise, ID 83706

"Assignee" as used herein is HDR Engineering, Inc.

Address 412 E. Parkcenter Blvd, Suite 100, Boise ID 83706

"Board" as used herein is the State Board of Examiners, State of Idaho.

"Controller" as used herein is the Idaho State Controller and Secretary to the Board.

WHEREAS, the State of Idaho is or may be obligated to make payments to Assignor pursuant to its contractual or other obligations, more particularly described as follows:

n/a

WHEREAS, Assignor has agreed with Assignee to assign all rights of payment for the above obligations to Assignee as reflected by the attached Agreement; and

NOW THEREFORE, pursuant to I.C. Sec. 67-1027, Assignee requests the Board to specially approve assignment of the above obligations on the conditions listed below:

- (1) Assignee agreed that its rights shall be subordinate to any claims the State of Idaho or any of its agencies or instrumentalities have or may have against Assignor now or in the future. These claims include, but are not limited to, contracts, tort claims, taxes, fines or penalties of any sort.
- (2) If the state receives more than one claim against the amounts owed to Assignor, Assignee shall pay the state the total cost of evaluating such claims. These costs include but are not limited to reasonable attorney's fees for the evaluation of the conflicting claims and any expenses necessary for such evaluation, including but not limited to, photocopying, transcript costs or any travel costs as necessary. It is intended that the State of Idaho be made whole in the event that there is any dispute over the sums involved.

IDAHO STATE BOARD OF EXAMINERS
Request for Recognition of Assignment

"Assignor" as used herein is SPF Water Engineering, LLC

Address 300 E. Mallard Drive, Suite 350, Boise, ID 83706

"Assignee" as used herein is HDR Engineering, Inc.

Address 412 E. Parkcenter Blvd., Suite 100, Boise ID 83706

"Board" as used herein is the State Board of Examiners, State of Idaho.

"Controller" as used herein is the Idaho State Controller and Secretary to the Board.

WHEREAS, the State of Idaho is or may be obligated to make payments to Assignor pursuant to its contractual or other obligations, more particularly described as follows:

n/a

WHEREAS, Assignor has agreed with Assignee to assign all rights of payment for the above obligations to Assignee as reflected by the attached Agreement; and

NOW THEREFORE, pursuant to I.C. Sec. 67-1027, Assignee requests the Board to specially approve assignment of the above obligations on the conditions listed below:

(1) Assignee agreed that its rights shall be subordinate to any claims the State of Idaho or any of its agencies or instrumentalities have or may have against Assignor now or in the future. These claims include, but are not limited to, contracts, tort claims, taxes, fines or penalties of any sort.

(2) If the state receives more than one claim against the amounts owed to Assignor, Assignee shall pay the state the total cost of evaluating such claims. These costs include but are not limited to reasonable attorney's fees for the evaluation of the conflicting claims and any expenses necessary for such evaluation, including but not limited to, photocopying, transcript costs or any travel costs as necessary. It is intended that the State of Idaho be made whole in the event that there is any dispute over the sums involved.

(3) As to any payments made by the state to Assignee on the above-referenced obligations, Assignee agrees to defend, indemnify and hold harmless the State of Idaho for any claims made against the state resulting from such payments to Assignee. It is intended that the State of Idaho be made whole in any dispute involving payments made to Assignee.

The undersigned certifies that he/she is duly authorized by Assignee to execute this Agreement

DATED this 9th day of May, 2022.

ASSIGNEE

Signature: Kate Eldridge

Name: Kate Eldridge

Title: Senior Vice President

ASSIGNOR

Signature: Robert R. Hardgrove

Name: Robert R. Hardgrove

Title: President (SPF), Vice President (HDR)

State of Idaho

: ss.

County of Ada

On this 9th day of May, 2022, before me, the undersigned, a Notary Public in and for said state, personally appeared Kate Eldridge known to me to be the ASSIGNEE whose name is subscribed to the within and foregoing instrument, and acknowledged to me that he executed the same.

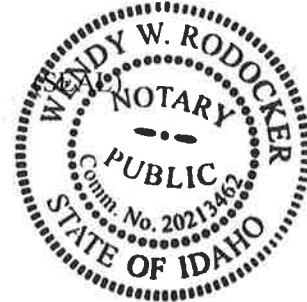
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Wendy W Rodocker

Notary Public for Idaho

Residing at Canyon

My commission expires 8/18/2027



State of Idaho)

: ss.

County of Ada)

On this 9th day of may, 2022, before me, the undersigned, a Notary Public in and for said state, personally appeared Robert Hardgrove known to me to be the ASSIGNOR whose name is subscribed to the within and foregoing instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Wendy W Rodocker

Notary Public for Idaho

Residing at Canyon

My commission expires 8/18/2027



The Board, having duly considered the above request pursuant to I.C. Sec. 67-1027, specially approved the above request on _____, 20____. This assignment shall be effective seven (7) days after its approval by the State Board of Examiners.

Brandon D Woolf, Secretary
State Board of Examiners and
Idaho State Controller

Note: a) After the Assignee and Assignor have completed this form, please mail to:

Idaho State Controller
P.O. Box 83720
700 West State Street
Boise, Idaho 83720-0011

b) After the State Board of Examiners approves the assignment, an executed copy will be mailed to each party.

The Request for Recognition of Assignment form to be used pursuant to Idaho Code 67-1027. The form will be submitted to the State Board of Examiners for approval after it has been completed and returned to the State Controller's Office. For more information, please contact the State Controller's Office, 208-334-3100, or brdexam@sco.idaho.gov.

ITEM 4. PROOF OF FINANCIAL STABILITY

N/A SEE RESPONSE IN LETTER

ITEM 5. IDAHO SECRETARY OF STATE



0004314188

**STATE OF IDAHO***Office of the secretary of state, Lawrence Denney***ANNUAL REPORT**

Idaho Secretary of State

PO Box 83720

Boise, ID 83720-0080

(208) 334-2301

Filing Fee: \$0.00

*For Office Use Only***-FILED-**

File #: 0004314188

Date Filed: 6/14/2021 7:02:29 AM

Entity Name and Mailing Address:																				
Entity Name:	HDR ENGINEERING, INC.																			
Foreign Name (name in home jurisdiction):	HDR ENGINEERING, INC.																			
The file number of this entity on the records of the Idaho Secretary of State is:	0000246578																			
Address	1917 S 67TH ST OMAHA, NE 68106-2973																			
Entity Details:																				
Entity Status	Active-Good Standing																			
This entity is organized under the laws of:	NEBRASKA																			
If applicable, the old file number of this entity on the records of the Idaho Secretary of State was:	C78831																			
The registered agent on record is:																				
Registered Agent	CT CORPORATION SYSTEM Commercial Registered Agent Physical Address 921 S ORCHARD ST STE G BOISE, ID 83705 Mailing Address 921 S ORCHARD ST STE G BOISE, ID 83705																			
Agent or Address Change																				
☐ Select if you are appointing a new agent.																				
Corporate Officers and Directors:																				
<table border="1"><thead><tr><th>Name</th><th>Title</th><th>Business Address</th></tr></thead><tbody><tr><td>☒ Davies, Elisa B.</td><td>Secretary</td><td>1917 S. 67TH STREET OMAHA, NE 68106</td></tr><tr><td>☒ Kathleen MP Heaney</td><td>Treasurer</td><td>1917 S. 67TH STREET OMAHA, NE 68106</td></tr><tr><td>☒ Eric L. Keen</td><td>Director</td><td>1917 S. 67TH STREET OMAHA, NE 68106</td></tr><tr><td>☒ Crockett, Timothy R.</td><td>President</td><td>1917 S. 67TH STREET OMAHA, NE 68106</td></tr><tr><td>☒ Crockett, Timothy R.</td><td>Director</td><td>1917 S. 67TH STREET OMAHA, NE 68106</td></tr></tbody></table>			Name	Title	Business Address	☒ Davies, Elisa B.	Secretary	1917 S. 67TH STREET OMAHA, NE 68106	☒ Kathleen MP Heaney	Treasurer	1917 S. 67TH STREET OMAHA, NE 68106	☒ Eric L. Keen	Director	1917 S. 67TH STREET OMAHA, NE 68106	☒ Crockett, Timothy R.	President	1917 S. 67TH STREET OMAHA, NE 68106	☒ Crockett, Timothy R.	Director	1917 S. 67TH STREET OMAHA, NE 68106
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☒ Crockett, Timothy R.	Director	1917 S. 67TH STREET OMAHA, NE 68106																		
The annual report must be signed by an authorized signer of the entity.																				
Job Title: Power of Attorney																				
Kelly Lettmann		06/14/2021																		
Sign Here		Date																		

B0618-5690 06/14/2021 7:02 AM Received by ID Secretary of State Lawrence Denney

ITEM 6. ACCEPTANCE OF ASSIGNMENT

ADMINISTRATOR ACCEPTANCE OF ASSIGNMENT

THIS ACCEPTANCE OF ASSIGNMENT (Acceptance) is entered by and between the State of Idaho, Idaho Department of Water Resources (IDWR), the Assignor, SPF Water Engineering, LLC (SPF), an Idaho corporation and the Assignee, HDR Engineering, Inc. (HDR), a Nebraska corporation.

RECITALS

- A. The State issued the following contract for the benefit of IDWR: CPO20200287, Contract for Stream Gaging Services. The contract was awarded to SPF.
- B. As required by the terms of the contract and Idaho Code section 67-9230, HDR requested the Purchasing Administrator approve assignment of CPO20200287, from SPF to HDR.
- C. HDR has informed Purchasing that it has purchased SPF's assets and has requested assignment.
- D. IDWR is willing to approve HDR's request, subject to the terms of this Acceptance.

AGREEMENT

In consideration of the following representations, warranties, terms, conditions and covenants, the parties agree as follows:

- 1. CPO20200287 (the "Contract") remains in full force and effect in accordance with the contract's terms except as specifically modified in this Acceptance. All of the terms herein shall have the same meaning as contained in the Contract, except as specifically defined otherwise in this Acceptance.
- 2. HDR has consented in writing to the following term concerning service of process:

Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested, at its last known address. Contractor must notify the State in writing of any change of address to which service of process can be made. Service shall be completed upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor shall have thirty calendar days after completion of service in which to respond.
- 3. Unless waived in writing by Purchasing, HDR shall possess financial qualifications and insurance equal to or better than those possessed by SPF upon the effective date of the Contract. Additionally, HDR shall provide equal or greater quality of products and shall provide an equal or greater level of customer service as was provided by SPF since the effective date of the Contract.

4. HDR shall be responsible and liable for all terms of the Contract. HDR is liable for negligent or wrongful acts and omissions of SPF prior to the effective date of the assignment.

5. The parties hereto do not intend that any persons or entities other than the parties hereto, and their successors and assigns, shall have any rights or remedies hereunder. The parties hereto specifically disclaim any intent to bestow any enforceable benefit upon any third parties as against the parties hereto. Any benefit accruing to any such third party as the result of the execution of this Acceptance is merely coincidental and no third party may rely on receiving any such benefit.

6. This Acceptance shall be governed by, construed, and enforced in accordance with, the laws of Idaho without regard to its conflicts of law principles.

7. The Contract, as amended by this Acceptance constitutes the entire agreement between the parties and supersedes all prior agreements or understandings between the parties. The Contract may not be further amended in any manner except in a writing made and entered as set forth in the Contract or this Acceptance.

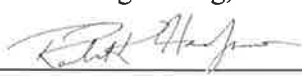
8. Certification Concerning Boycott of Israel. Pursuant to Idaho Code section 67-2346, if payments under the Contract exceed one hundred thousand dollars (\$100,000) and Contractor employs ten (10) or more persons, Contractor certifies that it is not currently engaged in, and will not for the duration of the Contract engage in, a boycott of goods or services from Israel or territories under its control. The terms in this section defined in Idaho Code section 67-2346 shall have the meaning defined therein.

NOW THEREFORE, the parties have entered into this Acceptance effective as of the date of recognition by the Idaho Board of Examiners pursuant to Idaho Code section 67-1027.

- ASSIGNOR -

Robert R. Hardgrove, P.E.

SPF Water Engineering, LLC


Authorizing Signature

President

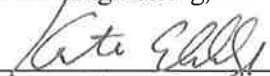
Title of Authorizer

Date of Authorization: May 31, 2022

- ASSIGNEE -

Kate Eldridge

HDR Engineering, Inc.


Authorizing Signature

Senior Vice President

Title of Authorizer

Date of Authorization: May 31, 2022

STATE OF IDAHO

Department of Administration

Division of Purchasing


Valerie Bollinger, Administrator

Date:

8/31/22



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)
06/07/2022

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														
INSURED HDR Engineering, Inc. 1917 South 67th Street Omaha, NE 68106	<table border="1"><thead><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A: Liberty Mutual Fire Insurance Company</td><td>23035</td></tr><tr><td>INSURER B: Ohio Casualty Insurance Company</td><td>24074</td></tr><tr><td>INSURER C: Liberty Insurance Corporation</td><td>42404</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></tbody></table>	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:	
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INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** W25025215**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC ☐ OTHER:	Y	Y	TB2-641-444950-032	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
	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY	Y	Y	AS2-641-444950-042	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) \$
	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0	Y	Y	EVO (23) 57919363	06/01/2022	06/01/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	☒ 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-444950-012	06/01/2022	06/01/2023	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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**CANCELLATION**

Idaho Department of Water Resources Attn: Quinn Shea 650 W. State Street Room 100 Boise, ID 83702	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
---	---

© 1988-2016 ACORD CORPORATION. All rights reserved.

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: Stream Gaging.

Additional Insureds: State of Idaho, the agency and its divisions, officers and employees.

Waiver of Subrogation: State and its officers, employees and agents.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED LOCATION(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Location(s):

All locations owned by or rented to the Named Insured

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which can be attributed only to operations at a single designated "location" shown in the Schedule above:
1. A separate Designated Location General Aggregate Limit applies to each designated "location", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Location General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Location General Aggregate Limit for that designated "location". Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Location General Aggregate Limit for any other designated "location" shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Location General Aggregate Limit.

- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which cannot be attributed only to operations at a single designated "location" shown in the Schedule above:
1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Location General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Location General Aggregate Limit.
- D. For the purposes of this endorsement, the **Definitions** Section is amended by the addition of the following definition:
- "Location" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
- E. The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):

All construction projects not located at premises owned, leased or rented by a Named Insured

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.
 2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I – Coverage A, and for all medical expenses caused by accidents under Section I – Coverage C, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.
- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of Section III – Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

SCHEDULE

Name Of Additional Insured Person(s)
Or Organization(s):

Location(s) Of Covered Operations

Any person or organization with whom you have agreed through written contract, agreement or permit to provide additional insured coverage

All locations as required by a written contract or agreement entered into prior to an "occurrence" or offense

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

- A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".
- However:
1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:
- If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:
1. Required by the contract or agreement; or
 2. Available under the applicable limits of insurance;
- whichever is less.
- This endorsement shall not increase the applicable limits of insurance.

SCHEDULE

Name Of Additional Insured Person(s)
Or Organization(s):

Any person or organization to whom or to which you are required to provide additional insured status in a written contract, agreement or permit except where such contact or agreement is prohibited.

Location And Description Of Completed Operations

Any location where you have agreed, through written, contract, agreement, or permit, to provide additional insured coverage for completed operations

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Policy Number TB2-641-444950-032
Issued by Liberty Mutual Fire Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**PRIMARY AND NONCONTRIBUTORY –
OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to Section IV – Conditions 4. Other Insurance and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed prior to a loss, that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.
- (3) This insurance is excess over any other insurance available to the additional insured for which it is also covered as an additional insured by attachment of an endorsement to another policy providing coverage for the same "occurrence", claim or "suit".

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED INSURED FOR
COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

SCHEDULE

Name Of Person(s) Or Organization(s):

As required by written contract

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph A.1. of Section II – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph D.2. of Section I – Covered Autos Coverages of the Auto Dealers Coverage Form.

Policy Number: AS2-641-444950-042
Issued by: Liberty Mutual Fire Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED - NONCONTRIBUTING

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIERS COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage form.

Schedule

Name of Person(s) or Organizations(s):

Any person or organization where the Named Insured has agreed by written contract to include such person or organization

Regarding Designated Contract or Project:

Any

Each person or organization shown in the Schedule of this endorsement is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

The following is added to the Other Insurance Condition:

If you have agreed in a written agreement that this policy will be primary and without right of contribution from any insurance in force for an Additional Insured for liability arising out of your operations, and the agreement was executed prior to the "bodily injury" or "property damage", then this insurance will be primary and we will not seek contribution from such insurance.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization: As required by written contract or agreement
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**·WAIVER OF TRANSFER OF RIGHTS OF RECOVERY
AGAINST OTHERS TO US (WAIVER OF SUBROGATION)**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

Any person or organization for whom you perform work under a written contract of the contract requires you to obtain this agreement from us but only if the contract is executed prior to the injury or damage occurring.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a c ontract with that person or organization.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Where required by contract or written agreement prior to loss.

Issued by: Liberty Insurance Corporation

For attachment to Policy No WA7-64D-444950-012
\$

Effective Date 06/01/2022

Premium

Issued to: HDR Engineering, Inc.

Policy Number TB2-641-444950-032
Issued by Liberty Mutual Fire Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION OR MATERIAL REDUCTION IN COVERAGE TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
MOTOR CARRIER COVERAGE PART
GARAGE COVERAGE PART
TRUCKERS COVERAGE PART
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Schedule		
Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
As required by written contract or written agreement	As required by written contract or written agreement	30

- A. If we cancel this policy for any reason other than nonpayment of premium, or make a material reduction in coverage, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation or material reduction of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

Policy Number AS2-641-444950-042
Issued by Liberty Mutual Fire Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION OR MATERIAL REDUCTION IN COVERAGE TO THIRD PARTIES

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART
MOTOR CARRIER COVERAGE PART
GARAGE COVERAGE PART
TRUCKERS COVERAGE PART
EXCESS AUTOMOBILE LIABILITY INDEMNITY COVERAGE PART
SELF-INSURED TRUCKER EXCESS LIABILITY COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EXCESS COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
COMMERCIAL LIABILITY – UMBRELLA COVERAGE FORM

Schedule		
Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
As required by written contract or written agreement		30

- A. If we cancel this policy for any reason other than nonpayment of premium, or make a material reduction in coverage, we will notify the persons or organizations shown in the Schedule above. We will send notice to the email or mailing address listed above at least 10 days, or the number of days listed above, if any, before the cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation or material reduction of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

All other terms and conditions of this policy remain unchanged.

NOTICE OF CANCELLATION TO THIRD PARTIES

- A. If we cancel this policy for any reason other than nonpayment of premium, we will notify the persons or organizations shown in the Schedule below. We will send notice to the email or mailing address listed below at least 10 days, or the number of days listed below, if any, before cancellation becomes effective. In no event does the notice to the third party exceed the notice to the first named insured.
- B. This advance notification of a pending cancellation of coverage is intended as a courtesy only. Our failure to provide such advance notification will not extend the policy cancellation date nor negate cancellation of the policy.

Schedule

Name of Other Person(s) / Organization(s):	Email Address or mailing address:	Number Days Notice:
As required by written contract or agreement		30

All other terms and conditions of this policy remain unchanged.

Issued by Liberty Insurance Corporation

For attachment to Policy No. WA7-64D-444950-012 Effective Date 06/01/2022

Premium \$

Issued to HDR Engineering, Inc.

Endorsement

No.