



The State of New Hampshire
Department of Environmental Services



dam
95

Robert R. Scott, Commissioner

JAN24'22 PM 1:16 RCVD

January 12, 2022

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

REQUESTED ACTION

Authorize the Department of Environmental Services (NHDES) to enter into a contract with HDR Engineering, Inc., Manchester, NH (Vendor Code #169983-B001), in an amount not to exceed \$122,399.00 to perform an engineering evaluation and design the repairs or replacement of the three existing flood gates at Lakeport Dam in Laconia, NH, effective upon Governor and Council approval through October 31, 2022. 100% Capital (General) Funds.

Funding is available in the account listed below.

	<u>FY 2022</u>
03-44-44-442030-12670000-034-500161	\$122,399.00
Dept. Environmental Services, 19-146:1:VI-A Dam Repair & Reconstruction, Capital Projects	

EXPLANATION

NHDES owns, operates and maintains the Lakeport Dam, which impounds Lake Winnepesaukee. Flows from the Lakeport Dam impact water levels throughout the Winnepesaukee River Basin, including Winnepesaukee, Opechee, Winnisquam and Silver Lakes. Lakeport Dam has three electrically operated, vertical, fixed-wheel gates to discharge water from the dam. The gates, operational elements and electrical service were all installed in 1957, and have deteriorated to the point where they have become difficult to operate and need to be repaired, upgraded or replaced.

NHDES issued a Request For Qualifications (RFQ) on June 8, 2021 from qualified engineers to perform an engineering evaluation and design the repairs or replacement of the three existing flood gates at Lakeport Dam. NHDES posted the RFQ on the Department of Administrative Services and the NHDES websites.

NHDES received responses to the RFQ from the following interested parties:

- HDR Engineering, Inc. - Manchester, NH
- Schnabel Engineering – Clifton Park, NY
- Wright-Pierce – Portsmouth, NH

The procurement process for this Agreement, further detailed in Attachment A, was conducted in accordance with NH RSA 21-I:22. NHDES established an internal selection committee to review and rank the responses. The responses were ranked with respect to the following criteria:

- Professional experience with the inspection and design of electrical services, propane powered emergency generator systems, electrical gate control systems, wheel mounted gate systems, electric motor gate hoists
- Professional experience with design, specifications, cost estimates, and preparation of bid documents for dams with similar gate operating systems
- Professional experience with water control during construction
- Professional experience preparing engineering Technical Reports for similar dam projects
- Quality and completeness of the response to the RFQ and presentation
- Proposed project timeline for completion

The selection committee was unanimous in its selection of HDR Engineering, Inc., as the most qualified to perform an engineering evaluation and design the repairs or replacement of the three existing flood gates at Lakeport Dam.

NHDES has negotiated the scope of work, the terms and conditions for the services to be provided, billing rates and conditions, and a not-to-exceed cost for this Agreement with HDR Engineering, Inc. Under the Agreement, HDR Engineering, Inc., will perform a detailed inspection of the existing gates and operating systems, and evaluate the feasibility of alternatives for the rehabilitation or replacement of the gates and operating systems, with cost estimates for each alternative. Once NHDES selects the preferred alternative, it is anticipated that the Agreement will be amended for HDR Engineering, Inc., to design and prepare plans, specifications and bid documents to implement the selected alternative.

The total charges to this contract shall not exceed \$122,399.00. The agreement has been approved by the Office of the Attorney General as to form, execution, and content.

We respectfully request your approval.


Robert R. Scott, Commissioner

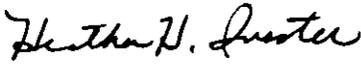
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Environmental Services		1.2 State Agency Address PO Box 95 - 29 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 03-44-44-442030- 1267-034-500161	1.7 Completion Date October 31, 2022	1.8 Price Limitation \$122,399.00
1.9 Contracting Officer for State Agency James W. Gallagher, Jr. P.E.		1.10 State Agency Telephone Number (603)-271-1961	
1.11 Contractor Signature  Date: 11/3/22		1.12 Name and Title of Contractor Signatory Heather H. Ivester, Area Manager – Vice President	
1.13 State Agency Signature  Date: 11/13/22		1.14 Name and Title of State Agency Signatory Robert R. Scott, Commissioner	
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: 1/19/2022			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials HHP
 Date 1/31/22

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 1.18, 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 1.14 ("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 provide 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.

Contractor Initials HTP
Date 1/2/02

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 JNR
Date 1/3/22

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.

Contractor Initials HWB
Date 1/15/12

EXHIBIT A

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

ENGINEERING TECHNICAL SERVICES – LAKEPORT DAM, LACONIA, NH

1. 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.

2. 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.

3. 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 omissions, recklessness or intentional misconduct of the Contractor or subcontractors.”

4. 25. STANDARD OF PERFORMANCE

Amend Form P-37 to include a new section:

25. STANDARD OF PERFORMANCE

25.1 Notwithstanding any other provision of any contract term between the Contractor and the State, the standard of care for all professional engineering, consulting and related services performed or furnished by Contractor and its employees under this Agreement will be the care and skill ordinarily used by members of Contractor's profession practicing under the same or similar circumstances at the same time and in the same locality. Contractor makes no warranties, express or implied, under this Agreement or otherwise, in connection with Contractor's services.

Contractor and the State agree that no other party is an intended or unintended third-party beneficiary of this contract, and that Contractor's duties run solely to the State.

5. 26. OPINIONS OF PROBABLE COST (COST ESTIMATES)

Amend Form P-37 to include a new section:

26. OPINIONS OF PROBABLE COST (COST ESTIMATES)

26.1 Any opinions of probable project cost or probable construction cost provided by Contractor are made on the basis of information available to Contractor and on the basis of Contractor's experience and qualifications, and represents its judgment as an experienced and qualified professional engineer. However, since CONTRACTOR has no control over the cost of labor, materials, equipment or services furnished by others, or over the methods of determining prices, or over competitive bidding or market conditions, Contractor does not guarantee that proposals, bids or actual project or construction cost will not vary from opinions of probable cost Contractor prepares.

6. 27. CERTIFICATIONS

Amend Form P-37 to include a new section:

27. CERTIFICATIONS

27.1 The use of the word "certify" or "certification" by a registered professional engineer in the practice of professional engineering or land surveying constitutes an expression of professional opinion regarding those facts or findings which are the subject of the certification, and does not constitute a warranty or guarantee, either expressed or implied. Certification of analyses is a statement that the analyses have been performed correctly and in accordance with sound engineering practices. Certification of structural works is a statement that the works are designed in accordance with sound engineering practices and the State approved design loads. Certification of "as built" conditions is a statement that the structure(s) has been built according to specifically identified drawings, specifications and contract documents to the extent the structure(s) is readily observable, is in place, and is fully functioning. The definition and legal effect of any and all certifications shall be limited as stated herein.

Exhibit B
Scope of Work

HDR will use the FERC Engineering Guidelines for the Evaluation of Hydropower Projects, Chapter 14, Appendix L, Detailed Gate Inspection Reports as a basis for the structural, mechanical, and electrical condition assessment. The condition assessment will be performed by five engineers total, one being a hydraulic structures engineer with extensive experience in the assessment, analysis, and design of vertical lift gates; the second being a mechanical engineer from the HDR Heavy Movable Structures group with experience in the inspection, analysis, design, and construction services for spillway gate operating equipment and backup generators; the third will be an electrical engineer with electrical service feed assessment experience, electric motor controlled hoist experience, and gate operations and control experience. The fourth engineer will be a junior mechanical engineer to support field measurements, record keeping, and site documentation for use in the inspection report. The fifth engineer in attendance at the site visit will be the project manager. The project manager will coordinate with the client and manage the inspection team.

Task 1 Project Management

Provide management activities including planning, organizing, monitoring tasks, quality control/assurance, coordination with NHDES and other management activities.

- a) Budget, scope, and schedule management will be performed by the HDR project manager throughout the course of the project.
- b) Monthly progress meetings will be held to report progress, discuss alternatives with NHDES, request information, and receive feedback. HDR project manager will coordinate internally and with NHDES to provide meeting agendas and meeting minutes.
- c) Quality control and assurance will be coordinated and documented by the HDR project manager throughout the project.
- d) Invoice management including monthly invoicing and project status. HDR standard invoicing based on Time and Materials will be used. A status report, with a brief description of services provided during the billing period and services anticipated in the next month, will be included with each invoice along with documentation required per contract.

Task 2 Review Project Documentation and Develop Safety and Inspection Plan

Task 2A Review Project Documentation

HDR will review relevant, existing project documentation, including gate analyses, licensee procedures, operational history, and prior gate inspection reports as described below.

- a) Gate Analysis: HDR will review the analysis of record (provided by NHDES) and comment on the assumptions (including material properties), methods, and results. Structural members and connections will be identified as either fracture critical or non-critical, based on information in the analysis results (as available).

Contractor Initials JHJ
Date 1/3/12

- b) Procedures: HDR will review and comment on NHDES's procedures for inspection and maintenance of the gates, hoist equipment (including lubrication), power sources, control systems, and cables that comprise the power and SCADA systems.
- c) Operational History: HDR will review the provided operational history and offer a brief list of significant operational issues that have occurred since the gates were installed. For example, instances of mis-operation and racking due to binding or dropping of a gate due to a hoist failure, will be discussed. HDR will review the annual spillway gate certificates and comment on potential trends, and power draw in excess of the rated capacity.

HDR will also review additional information related to the design, operation, and performance of the gates provided by NHDES, including modifications to the design or operation of the gates.

Task 2B Inspection and Safety Plan Development

HDR will conduct a pre-inspection site visit with an electrical engineer, health and safety representative/engineer familiar with these types of site inspections, and the project manager. This pre-inspection site visit is to determine existing hazards associated with the inspection focusing mainly on the condition of electrical equipment, lockout-tag out procedure development, and safety in accessing all items to be inspected. This pre-inspection meeting will inform the site-specific work plan.

HDR will develop a site-specific work plan including coordination of site inspection activities and required safety practices for HDR personnel during the work. The plan will include preparation of a Job Hazard Analysis and safe work and rescue plan to support the rope access and hoist inspection work.

Prior to the field inspections, HDR shall submit an Inspection Plan for NHDES review and comment. Included in the Inspection Plan will be the following:

- a) Inspection team members and roles
- b) Specific inspection schedule
- c) On-site support needed from NHDES: Dam Safety and Operators, including lock-out/tag-out procedures
- d) Emergency information for project location and project team
- e) Activity Hazard Analysis / Job Hazard Analysis

Task 3 Condition Assessment

Task 3A Electrical Condition Assessment

HDR's electrical engineer will review existing drawings, maintenance documentation, and perform a visual inspection of the electrical hoist equipment, associated feeder equipment, and controls. As part of the visual inspection, HDR will observe the electrical system while each gate is operated in full cycle. This inspection will include documentation of the existing electrical equipment and the general condition of electrical equipment. HDR will review the

Contractor Initials PHL
Date 1/3/22

data obtained to determine the adequacy of the electrical system for continued operation of the gates. The following general electrical inspection items will be performed:

- a) Review of system drawings.
- b) Interview with NHDES staff to understand age of systems, operational history, maintenance, and general concerns.
- c) Visual inspection of the hoist system electrical equipment back to the meter, including pertinent distribution equipment within the generator building.
- d) Documentation of electrical services including feeder sizes and gate hoist circuit breaker/fuse ratings.
- e) Documentation of control/SCADA system wiring.
- f) Opening of electrical enclosures and gate position limit switches will be performed while the inspection team while on site. The pre-inspection site visit and site-specific inspection work plan will inform the feasibility and ability of safe access and proper planning for the lockout/tagout process.
 - o Measuring the motor power with a Fluke Power Logger, or other like equipment during each gate operation.
- g) Record motor nameplate data to determine motor loading and efficiency based on motor power measurements.
- h) NHDES will operate each gate for an operation test through a full cycle.
- i) HDR will observe the operated gate moving through its range of motion, and provide observations and comments.
- j) HDR will record the open/close test with video, audio, and real time electrical power (amperage) recording.

Task 3B Mechanical Condition Assessment

HDR's mechanical engineers will perform a visual inspection of the wheeled vertical gate lifting hoist machinery and observe the components while each gate is operated through a full cycle. This inspection will include documentation of the existing mechanical equipment and the general condition of mechanical equipment. HDR's mechanical engineers will also review existing drawings, and maintenance documentation to determine the adequacy of the mechanical system for continued operation of the gates. The mechanical engineers will be located at the top of the gangway for access to the motor, shaft and gearboxes to inspect these components as the gate is actuated. It is assumed that rope access is not required for this scope of work. The following mechanical inspection items will be performed:

- a) Documenting as-built conditions including available drawings and nameplate information on machinery.

Contractor Initials JH
Date 1/2/22

- b) Interview with NHDES staff to understand age of systems, operational history, maintenance, and general concerns.
- c) Visual inspection of all electric motors, machinery supports hoist connections to the overhead structure and visible exterior portion of the hoists, including bearings, shafts, couplings and gears for fixed hoists.
- d) Clearance measurements on plain bearings, where accessible.
- e) Working with the local maintenance staff, covers will be removed from the drums and gearing to observe machinery condition or use of ladder and fall protection to see any machinery on the underside of the raised platforms.
- f) Gear tooth thickness or span measurements and backlash measurements on straight spur gears, where accessible and when adequate gear design geometry is available from the as-built plans.
- g) Hoist wire ropes will be inspected, and dimensional measurements will be taken at key points in contact with the drums and lifting blocks to quantify wear, distortion, or broken wires.
- h) The hoist blocks and drums will be visually inspected for wear of the grooves or running surface and supporting pins or shafts.
- i) The overhead support structure for the hoist will be structurally inspected similar to the gates with deterioration and distortions noted.
- j) Assessment of machinery physical dimensions per the existing plans and for the purpose of design alternative development.
- k) Gate hoist machinery observation during operation with a qualitative evaluation of noise, binding, or misalignment from the overhead machinery deck.
- l) Monitor hoist machinery component temperature with a non-contact thermometer for temperature rise during operation of the hoist, if there is an indication of binding or dragging of machinery.

Contractor Initials JMP
Date 1/3/22

Task 3C Structural Condition Assessment

Following review of project documentation and inspection plan, HDR's gate inspection team will perform a visual assessment of the vertical fixed-wheel gates. Currently the team plans to perform the structural assessment of the gates from the deck level. It is assumed that the spillway gates can be lifted in a manner to allow the gate members to be inspected from the deck level. One HDR structural engineer will be located at the deck elevation and inspect the gate as it is being operated. It is assumed that the operational sequence can be paused at various elevations requested onsite by the HDR structural engineer in order to adequately assess the condition of the gate and structural members. If NHDES requires the gates to remain in the closed position, the HDR rope access dam inspection team will be used to assess the condition of the gates. HDR has developed dam-specific inspection rigging that enables engineers to visually examine exposed and accessible surfaces of hydraulic steel structures. It is assumed that rope access is not required for this scope of work.

Observed anomalies will be noted on the field inspection sheets. Visible corrosion will be noted and evaluated for loss of section and possible structural implications. Pitting depth gauges will be used at locations of pitting supplemented with ultrasonic thickness gauges to determine the remaining steel section at locations of pitting which can be reached from the deck elevation. The team will also look for signs of excessive sweep or camber in the fixed-wheel gate members along with deformations appearing to be stress or impact related.

Unsafe conditions, existing or imminent, encountered on a structure will be immediately brought to the attention of the NHDES representative present.

For this project, HDR requests the following support from NHDES:

- a) An on-site pre-inspection safety meeting be held to review NHDES lock-out/tag-out and safety procedures and to answer questions regarding the inspection.

It is requested that NHDES project personnel, including operators, be available between the hours of 7:00 a.m. and 5:00 p.m. during the condition assessment. This schedule may be adjusted in the field to account for changing conditions.

The evaluation of hoist alternatives will be closely tied to the evaluation of the existing gates and their ability to be raised 2 feet in height. The increased height of the gate will result in additional loads on the gate hoist machinery and an analysis of the existing hoist, while also taking into account the current state of repair, would be needed to evaluate the alternative of reusing the existing hoist. In general, there are several alternatives which can be considered for the hoist machinery:

- a) Keep the existing hoists and refurbish or upgrade the hoist to meet the loads of an increased gate height
- b) Replace the existing hoists with new wire ropes hoists (sized for the additional 2 ft increase)

Contractor Initials JHR
Date 1/3/22

- c) Replace the existing hoists with other operators (sized for the additional 2 ft increase) such as:
- Hydraulic cylinders
 - Stem actuators

It is assumed that the 'do nothing' alternative will not be considered in the hoist alternative evaluation since the existing hoist most likely will not accommodate the additional loads or geometry of a gate that is 2 feet taller at full open. Pros and Cons of the hoist alternatives will be considered as well as high-level costs associated with the construction and maintenance of the different types of hoists or operators. Electrical system replacements or modifications shall be considered for each option.

Following the condition assessment, HDR will evaluate the feasibility of three alternatives for the rehabilitation or replacement of the existing gates and operating system, including the following:

- a) Repairs necessary to make the fixed-wheel gates and controls function as originally intended
- b) Complete rehabilitation of the fixed wheel gates and controls
- c) Full replacement of the fixed wheel gates and controls

The gates will be evaluated based on their current dimensions along with a consideration of a potential for raising the top elevation of the gate by 2 feet. The evaluation of the existing gates with respect to repair or rehabilitation will be performed based on HDR's experience with analyses of gates of similar age and condition; no additional structural analysis is proposed for the gates or the alternatives. Feasibility costs will be developed based on an AACE (Association for the Advancement of Cost Engineering) Class 4 level of project definition.

Task 5 Technical Report

HDR will prepare a technical report documenting results of the condition assessment along with the engineering evaluation. The condition assessment section of the report will include labeled photographs documenting the findings of the condition assessment and copies of drawings or other attachments necessary to support the report. The engineering evaluation section of the report will provide a discussion of the alternatives evaluated along with a weighted comparison table of the following:

- a) constructability
- b) construction duration
- c) cost
- d) gate, hoist and controls reliability and operations,

Contractor Initials JHP
Date 1/3/22

- e) compatibility with existing structure,
- f) long-term maintenance (availability of service, parts, and support).

HDR will work with NHDES to develop a weighted decision matrix for alternative selection based on the above criteria. HDR will document approval from NHDES and recommend the preferred evaluation alternative for the gates and operating system. The means for water control will be discussed in order to facilitate the repair/replacement of the gates, specifically evaluating the use of the current needle beams shown for the site. A separate draft report will be provided to NHDES for review and comment prior to the preparation of the final report. Comments provided by NHDES will be incorporated into a final report.

Assumptions

The following assumptions apply to the scope of work:

1. NHDES will be responsible for establishing and maintaining river and site conditions to allow for the work to be performed in a safe manner.
2. NHDES will provide necessary on-site staff and communication equipment to alert the Team of changing conditions.
3. HDR assumes that no in-person meetings will be necessary other than the pre-inspection site visit and the inspection.
4. HDR has not included costs for follow-up activities, memos, notes, or reports beyond those described herein.
5. NHDES operators will assist in facilitating "lock-out-tag-out" procedures related to the spillway gates during the inspection by HDR as determined by the pre-inspection site visit and established by the site-specific inspection work plan.
6. HDR will perform the operational testing as well as the electrical, mechanical, and structural inspection during one mobilization which is assumed to be 2 days total.
7. NHDES personnel will perform the opening of gate position limit switches, electrical junction boxes, or machinery covers as requested by the inspection team while on site for the inspection and as determined by the pre-inspection site visit and established by the site-specific inspection work plan .
8. Project setup shall include the creation of a project health and safety plan and job hazard analysis for the field work.
9. Only one round of reviews by NHDES of each document submitted as a draft (inspection plan and technical report) will be required prior to finalizing the documents.
10. Resolution of comments on the draft technical report will occur over a single teleconference.
11. HDR understands that they have been provided with all existing documentation and no additional information regarding the equipment and structures is available. Feasibility costs will be developed based on an AACE (Association for the Advancement of Cost Engineering) Class 4 level of project definition. Pricing may be subject to variability during the current pandemic due to labor shortages and supply chain issues.

Contractor Initials JTR
Date 1/3/22

Limitations

The scope of the inspection will be limited to visible elements only and excludes covered, buried, embedded, or hidden conditions. The inspection shall not include special investigations, field or laboratory testing, geotechnical investigations, or materials testing. HDR will not be responsible for hidden conditions or structural defects not readily apparent from visual observation. HDR assumes that cleaning of the surfaces is not required in order to perform the visual inspection. If significant deficiencies are found or suspected, further field, laboratory, or nondestructive testing may be recommended.

Schedule

HDR proposes to perform the work in accordance with the following schedule. All interim submittal dates in the schedule below are approximate and may need to shift to accommodate schedule coordination.

Task	Days
Notice-To-Proceed	--
Document Review	7
Pre-Inspection Site Visit	25
Draft Inspection and Safety Plan	32
Receive Comments from NHDES	46
Final Inspection and Safety Plan	53
Fixed Wheel Gate Inspection & Testing	69
Engineering Evaluation of Alternatives	99
Draft Technical Report	106
Receive Comments from NHDES	126
Final Technical Report	140

Contractor Initials JHE
Date 1/3/22

**TABLE B-1
MAN-HOURS AND RATES SUMMARIZED BY LABOR CATEGORY
Condition Assessment Evaluation**

Lakeport Dam

CONDITION ASSESSMENT TASKS																	
LABOR	Units	Unit Rate	TASK 1		TASK 2A		TASK 2B		TASK 3		TASK 4		TASK 5		Man-hours	Fee	
			Project Management		Review Project Documentation		Inspection and Safety Plan Development		Condition Assessment		Engineering Evaluation		Technical Report				
			Qty	Fee	Qty	Fee	Qty	Fee	Qty	Fee	Qty	Fee	Qty	Fee			
HDR LABOR CATEGORIES																	
Dam Engineering Principal	hr.	\$126.00	\$399.00	4	\$1,596.00	\$0.00	\$0.00	5	\$6.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	4	\$1,596.00	
Eng. Senior Project Manager	hr.	\$75.00	\$225.00	22	\$5,250.00	\$0.00	\$0.00	5	\$1,190.00	24	\$5,712.00	\$0.00	\$0.00	6	\$1,428.00		
Dam Electrical Engineer, Sr.	hr.	\$63.00	\$200.00	\$0.00	\$0.00	6	\$1,206.00	24	\$4,800.00	24	\$4,800.00	56	\$11,200.00	62	\$12,400.00		
Dam Electrical Engineer	hr.	\$54.00	\$171.00	\$0.00	\$0.00	2	\$342.00	3	\$613.00	\$0.00	\$0.00	12	\$2,952.00	15	\$3,648.00		
Dam Mechanical Engineer Jr.	hr.	\$34.00	\$106.00	\$0.00	\$0.00	6	\$448.00	18	\$1,718.00	24	\$2,682.00	40	\$4,320.00	60	\$6,480.00		
Dam Mechanical Engineer Sr.	hr.	\$90.00	\$270.00	\$0.00	\$0.00	6	\$1,710.00	4	\$1,140.00	40	\$11,400.00	12	\$3,420.00	17	\$4,848.00		
Dam Structural Engineer	hr.	\$42.00	\$133.00	\$0.00	\$0.00	6	\$788.00	2	\$284.00	24	\$3,192.00	24	\$3,192.00	48	\$4,344.00		
Dam Structural Engineer Sr.	hr.	\$99.00	\$314.00	4	\$1,256.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	15	\$4,710.00		
CAD Draftsman	hr.	\$40.00	\$120.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	18	\$2,250.00		
Accountant	hr.	\$39.00	\$117.00	14	\$1,738.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	14	\$1,738.00		
Administrative Assistant	hr.	\$38.00	\$114.00	14	\$1,680.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	6	\$730.00		
LABOR PRICE TOTAL				68	\$11,694.00	26	\$4,998.00	64	\$9,637.00	138	\$27,696.00	144	\$24,184.00	247	\$41,818.00	646	\$119,837.00
REIMBURSABLE EXPENSES																	
Message	ml.	\$0.58	\$0.00		\$0.00		\$0.00	270	\$151.20	90	\$50.40		\$0.00		\$0.00	360	\$201.60
Rental Car	days	\$120.00	\$0.00		\$0.00		\$0.00		\$0.00	2	\$240.00		\$0.00		\$0.00	2	\$240.00
Airfare	i.s.	\$0.00	\$0.00		\$0.00		\$0.00		\$0.00	1	\$600.00		\$0.00		\$0.00	1	\$600.00
Hotel	nights	\$122.00	\$0.00		\$0.00		\$0.00		\$0.00	6	\$732.00		\$0.00		\$0.00	6	\$732.00
Meals	ml.	\$64.00	\$0.00		\$0.00		\$0.00	1	\$64.00	10	\$640.00		\$0.00		\$0.00	11	\$704.00
Postage	i.s.	\$0.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	0	\$0.00
CAD Computer Charge	hr.	\$12.00	\$0.00		\$0.00		\$0.00		\$0.00		\$0.00		\$0.00	2	\$24.00	2	\$24.00
Reproduction	i.s.	\$0.00	\$0.00	1	\$50.00		\$0.00		\$0.00		\$0.00		\$0.00	1	\$50.00	2	\$100.00
10% Mark-Up on Qualified Expenses		10%	\$0.00		\$0.00		\$5.00		\$21.52		\$226.24		\$0.00		\$7.40		\$260.16
EXPENSES TOTAL			\$0.00		\$0.00		\$50.00		\$215.20		\$226.24		\$0.00		\$7.40		\$2,801.60
EXPENSES TOTAL (with mark-up)			\$0.00		\$55.00		\$238.72		\$238.72		\$2,488.84		\$0.00		\$41.40		\$2,861.76
TOTAL					\$11,694.00		\$4,783.00		\$9,873.72		\$30,184.84		\$24,184.00		\$41,899.43		\$122,399.00

COST SUMMARY	
CONDITION ASSESSMENT TASKS	\$122,399.00

Contractor Initials: *JMK*
Date: *1/13/22*

7/24/22
1/13/22

EXHIBIT C

TERMS OF PAYMENT

LAKEPORT DAM CONDITION ASSESSMENT

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 \$122,399.00; 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 Fee schedule – 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 Table C-1. The invoice shall include a copy of the Consultant's fee schedule, a summary of work completed and timesheet documents.

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,

7-7-9
1/5/22

Contractor will include the disputed item on a subsequent, 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 milage 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 development services, such as the project to be performed under this Agreement, 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 of time of performance will require an amendment approved by Governor and Council.

2/7/22
1/13/22

Table C-1 U.S. General Services Administration
FY 2022 Per Diem Rates for New Hampshire*

Lodging by month (excluding taxes) | October 2021 - September 2022

Cities not appearing below may be located within a county for which rates are listed. To determine what county a city is located in, visit the National Association of Counties (NACo) website (a non-federal website).

Filter Results...

Primary Destination	County	2021 Oct.	Nov	Dec	2022 Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
Concord	Merrimack	\$111	\$111	\$111	\$111	\$111	\$111	\$111	\$111	\$111	\$111	\$111	\$111
Conway	Carroll	\$132	\$132	\$132	\$132	\$132	\$116	\$116	\$116	\$116	\$155	\$155	\$132
Durham	Strafford	\$110	\$110	\$110	\$110	\$110	\$110	\$110	\$110	\$110	\$137	\$137	\$110
Laconia	Belknap	\$149	\$122	\$122	\$122	\$122	\$122	\$122	\$122	\$149	\$149	\$149	\$149
Lebanon / Lincoln / West Lebanon	Grafton	\$141	\$141	\$141	\$141	\$141	\$141	\$141	\$141	\$141	\$141	\$141	\$141
Manchester	Hillsborough	\$124	\$124	\$124	\$124	\$124	\$111	\$111	\$124	\$124	\$124	\$124	\$124
Portsmouth	Rockingham	\$145	\$115	\$115	\$115	\$115	\$115	\$115	\$115	\$115	\$163	\$163	\$145
Standard Rate	Applies for all locations without specified rates	\$96	\$96	\$96	\$96	\$96	\$96	\$96	\$96	\$96	\$96	\$96	\$96

Meals & Incidentals (M&IE) Breakdown

Use this table to find the following information for federal employee travel:

M&IE Total - the full daily amount received for a single calendar day of travel when that day is neither the first nor last day of travel.

Breakfast, lunch, dinner, incidentals - Separate amounts for meals and incidentals. M&IE Total = Breakfast + Lunch + Dinner + Incidentals. Sometimes meal amounts must be deducted from trip vouchers. See More Information

First & last day of travel - amount received on the first and last day of travel and equals 75% of total M&IE.

Filter Results...

Primary Destination	County	M&IE Total	Continental Breakfast/Breakfast	Lunch	Dinner	Incidental Expenses	First & Last Day of Travel
Concord	Merrimack	\$64	\$14	\$16	\$29	\$5	\$48.00
Conway	Carroll	\$69	\$16	\$17	\$31	\$5	\$51.75
Durham	Strafford	\$59	\$13	\$15	\$26	\$5	\$44.25
Laconia	Belknap	\$64	\$14	\$16	\$29	\$5	\$48.00
Lebanon / Lincoln / West Lebanon	Grafton	\$59	\$13	\$15	\$26	\$5	\$44.25
Manchester	Hillsborough	\$64	\$14	\$16	\$29	\$5	\$48.00
Portsmouth	Rockingham	\$64	\$14	\$16	\$29	\$5	\$48.00
Standard Rate	Applies for all locations without specified rates	\$59	\$13	\$15	\$26	\$5	\$44.25

* Source: https://www.gsa.gov/travel/plan-book/per-diem-rates/per-diem-rates-lookup/?action=perdiems_report&state=NH&fiscal_year=2022&zip=&city= accessed 10/15/21.

7/7/22
11/15/22

TABLE C-1

Unit rate is established at blended raw hourly rate multiplied by a factor of 1.85 to account for overhead and fridge benefits plus and additional 10% profit multiplier.

LABOR	Units	Raw Rate	Unit Rate	Man Hours	Fee
HDR Labor Categories					
Dam Engineering Principal	hr.	\$126.00	\$399.00	4	\$1,596.00
Eng. Senior Project Manager	hr.	\$75.00	\$238.00	57	\$13,566.00
Dam Electrical Engineer, Sr.	hr.	\$63.00	\$200.00	172	\$34,400.00
Dam Electrical Engineer	hr.	\$54.00	\$171.00	32	\$5,472.00
Dam Mechanical Engineer Jr.	hr.	\$34.00	\$108.00	146	\$15,768.00
Dam Mechanical Engineer Sr.	hr.	\$90.00	\$285.00	79	\$22,515.00
Dam Structural Engineer	hr.	\$42.00	\$133.00	104	\$13,832.00
Dam Structural Engineer Sr.	hr.	\$99.00	\$314.00	19	\$5,966.00
CAD Draftsman	hr.	\$40.00	\$127.00	18	\$2,286.00
Accountant	hr.	\$39.00	\$124.00	14	\$1,736.00
Administrative Assistant	hr.	\$38.00	\$120.00	20	\$2,400.00
Total Labor					\$119,537.00
 REIMBURSABLE EXPENSES					
Mileage	mi.		\$0.56	360	\$201.60
Rental Car	days		\$120.00	2	\$240.00
Airfare	l.s.		\$0.00	1	\$600.00
Hotel	nights		\$150.00	6	\$732.00
Meals	ea.		\$15.00	11	\$704.00
Postage	l.s.		\$0.00	0	\$0.00
CAD Computer Charge	hr.		\$12.00	2	\$24.00
Reproduction	l.s.		\$0.00	2	\$100.00
					\$2,601.60
10% Mark-Up on Qualified Expenses				10%	<u>\$260.16</u>
Total Reimbursible Expenses					\$2,862.00
PROJECT TOTAL					\$122,399.00

Contractor Initials JH/A
Date 1/3/22



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 November 19, 2020, by Consent and Agreement ~~at which a quorum of the Directors/shareholders were present and voting.~~

VOTED: That Heather Ivester, Associate 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: 11-02-2021

ATTEST: *Elizabeth C. Buell*

Elizabeth C. Buell, Assistant Secretary



ZFY
11/3/22

State of New Hampshire

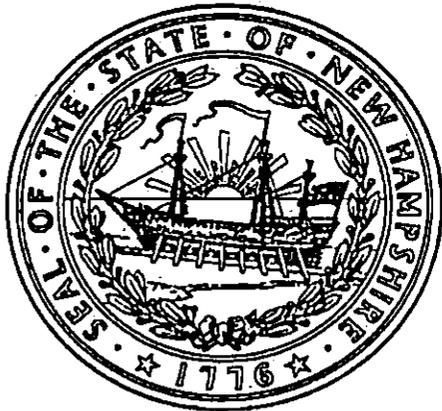
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that 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: 0005419147



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 August A.D. 2021.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

747P
1/3/22



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/18/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

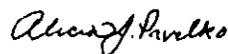
PRODUCER Willie Towers Watson Midwest, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willie Towers Watson Certificate Center	
	PHONE (A/C, No, Ext): 1-877-945-7378	FAX (A/C, No): 1-888-467-2378
E-MAIL ADDRESS: certificates@willis.com		
INSURER(S) AFFORDING COVERAGE		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:** W22905679 **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 SUBR INSD WYO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y	Y	TB2-641-444950-031	06/01/2021	06/01/2022	EACH OCCURRENCE \$ 2,000,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000	
	<input checked="" type="checkbox"/> Contractual Liability						MED EXP (Any one person) \$ 10,000	
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY \$ 2,000,000	
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC						GENERAL AGGREGATE \$ 4,000,000	
	OTHER:						PRODUCTS - COMP/OP AGG \$ 4,000,000	
A	AUTOMOBILE LIABILITY	Y	Y	AS2-641-444950-041	06/01/2021	06/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000	
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$	
	<input type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$	
	<input type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$	
	<input type="checkbox"/> SCHEDULED AUTOS						\$	
B	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR	Y	Y	E00(22)57919363	06/01/2021	06/01/2022	EACH OCCURRENCE \$ 5,000,000	
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$ 5,000,000	
	DED <input checked="" type="checkbox"/> RETENTION \$ 0						\$	
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	Y	MA7-64D-444950-011	06/01/2021	06/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)							E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
								E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Commercial Personal Property				CPP 0284121-04	06/01/2021	06/01/2022	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 Department of Environmental Services Attn: Kent Finamore PO Box 95 29 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 

277 P
11/3/22

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

Project: Condition Assessment and Repair Recommendations-Lakeport Dam Laconia NH.

Replacement Cost Applies.

777P
1/3/22

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.

THH
1/5/22

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.

□
7718
1/13/22

- 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.

777P
1/3/22

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.

7/14/11
11/3/12

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):

Location And Description Of Completed Operations

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.

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.

7/10
H3122

Policy Number TB2-641-444950-031
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".

7/11
1/13/22

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

<p>Name Of Person(s) Or Organization(s): As required by written contract</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

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.

*7/7/11
113122*

Policy Number: AS2-641-444950-041
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.

THH
1/13/22

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.

7/17/22
1/15/22

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-444950-011
\$

Effective Date 06/01/2021

Premium

Issued to: HDR Engineering, Inc.

HDP
1/3/22

Policy Number TB2-641-444950-031
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.

*2/17/12
1/3/22*

Policy Number AS2-641-444950-041
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.

7774
1/13/22

Attachment A Procurement Process

The procurement process for this contract was conducted as follows:

The New Hampshire Department of Environmental Services (NHDES) operates and maintains the Lakeport Dam in Laconia, NH. NHDES issued a Request For Qualifications Proposals (RFQ) on June 8, 2021 from qualified engineering firms to perform an engineering evaluation and design the repairs or replacement of the three existing flood gates at Lakeport Dam. NHDES posted the RFQ on the Department of Administrative Services and the NHDES websites.

NHDES received responses to the RFQ from the following interested parties:

- HDR Engineering, Inc. - Manchester, NH
- Schnabel Engineering – Clifton Park, NY
- Wright-Pierce – Portsmouth, NH

The procurement process for this Agreement, was conducted in accordance with NH RSA 21-I:22. NHDES established an internal selection committee to review and rank the responses to the RFQ. The committee consisted of James W. Gallagher, Jr., P.E., the Chief Engineer for the Dam Bureau with more than 45 years of experience with dam design, contracting, construction and safety; Daniel Mattaini, P.E., Administrator of the Operations & Maintenance Section of the Dam Bureau who has over 30 years of experience as an engineer for hydrologic and dam related projects for the U.S. Geological Survey and the Dam Bureau; and Kent R. Finemore, P.E., Assistant Chief Engineer of the Dam Bureau, who has over 25 years of experience as an engineer for civil design and construction.

Members of the selection committee reviewed the proposals, and ranked the three firms. Rankings were based on:

- Professional experience with the inspection and design of electrical services, propane powered emergency generator systems, electrical gate control systems, wheel mounted gate systems, electric motor gate hoists
- Professional experience with design, specifications, cost estimates, and preparation of bid documents for dams with similar gate operating systems
- Professional experience with water control during construction
- Professional experience preparing engineering Technical Reports for similar dam projects
- Quality and completeness of the response to the RFQ and presentation
- Proposed project timeline for completion

The firm ranked first by the majority of the members of the Selection Committee would be the selected firm with whom NHDES would negotiate a final scope of work and price.

A scoring summary is provided in Table AT-1. As shown in the summary, all three members of the Selection Committee chose HDR Engineering, Inc., as the most qualified and they were selected.

Following the selection, NHDES commenced negotiations with HDR Engineering, Inc., to establish a fee schedule for the Statement of Work as approved by NHDES. The negotiated fees are fair and reasonable for the approved Statement of Work.

Table AT-1
Firm Rankings

Consultant Firm	Reviewer 1	Reviewer 2	Reviewer 3	Final Rank
HDR Engineering, Inc.	1	1	1	1
Schnabel Engineering	2	2	2	2
Wright-Pierce	3	3	3	3