



The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner



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September 25, 2024

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

REQUESTED ACTIONS

1. Authorize the Department of Environmental Services (NHDES) to enter into an agreement with Charter Contracting Company, LLC, Boston, MA (VC# 305017-B001) in the amount of \$4,029,360.00 for construction services for the rehabilitation of Mendums Pond Dam in Nottingham, NH, effective upon Governor and Council approval through July 25, 2026. Funding is 100% American Rescue Plan Act (ARPA) Funds. This is an allowable use of ARP FRF funds under Section 602 (c)(1)(D) to make necessary investments in general government services.
2. Further authorize that a contingency in the amount of \$400,000 be approved for unanticipated site expenses for the rehabilitation of Mendums Pond Dam in Nottingham, NH, bringing the total to \$4,429,360. 100% Capital (General) Funds.

Funding is available in the accounts as follows:

	<u>FY 2025</u>
03-44-44-440010-2657-102-500731 Dept. of Environmental Services, ARPA DES Loans, Contracts for Program Service Activity Code: 00FRF602GS4402B	\$4,029,360
03-44-44-440030-9309-034-500161 Dept. of Environmental Services, L21, 107:1:V-2, Dam Repairs & Reconstruction, Capital Projects	\$ 400,000

EXPLANATION

This contract is for the rehabilitation of Mendums Pond Dam in Nottingham, a high hazard dam, with potential breach impacts to numerous downstream residential structures and roadways. The dam has significant seepage issues and documented stability concerns. The planned rehabilitation to address these issues include adding a downstream earthen embankment/buttress to the dam to increase stability, installing a seepage collection system within the embankment and along the outlet barrel that may be monitored remotely, extending the outlet structure, installing a trash rack to improve safety along the upstream face of the dam, and constructing other modifications to improve operating conditions. This

rehabilitation project will bring this aging high hazard dam into compliance with State Dam Safety regulations and current design standards.

The design for the dam rehabilitation was prepared using ARPA funds along with federal funds from FEMA's High Hazard Potential Dam Grant Program. The engineering consulting firm of Gannett Fleming developed the rehabilitation design and will be providing construction oversight services.

A Request for Bids was prepared and advertised on the State of New Hampshire Department of Administrative Services Purchase and Property website. Contractors interested in submitting a bid were required to attend a Pre-Bid Meeting at the Mendums Pond Dam site on July 10, 2024, at which time further instruction was provided for the bidding process. Bidders were required to provide a statement of qualifications including corporate qualifications, a list of prequalification projects with references, a list of proposed subcontractors and suppliers, and a proposed schedule for project completion.

NHDES received four bid packages. Bids were delivered to NHDES by August 15, 2024, and opened publicly that afternoon. Gannett Fleming reviewed the bid packages and deemed the four submitting contractors to be qualified to complete the project, and also confirmed that all four firms were represented at the Pre-Bid Meeting. Contractor selection was made based upon low bid and all the contractors were notified of the decision on August 28, 2024.

<u>Firm Name</u>	<u>Basis of Award</u>
Charter Contracting Company, LLC, Boston, MA	\$ 4,429,360
T Ford Company, Inc., Georgetown, MA	\$ 5,344,150
William P Davis Excavation, LLC, Hampton, NH	\$ 7,492,800
Michels Construction, Inc., Brownsville, WI	\$11,504,550

As a result of the low bid and due diligence to confirm the qualifications and capabilities of the respondents, we recommend awarding the contract to Charter Contracting. This firm has satisfactorily completed similar dam related projects that include significant water control, concrete work, earthwork stabilization, and instrumentation installation in New England within the last five years, and has the resources necessary to complete the project design in accordance with all regulatory permit conditions.

This contract has been approved by the Department of Justice as to form, substance and execution.

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

I. IDENTIFICATION.

1.1 State Agency Name NH Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive - PO Box 95 Concord, NH 03302-0095	
1.3 Contractor Name Charter Contracting Company, LLC		1.4 Contractor Address 500 Harrison Avenue, Suite 4R Boston, MA 02118	
1.5 Contractor Phone Number (857) 246-6800	1.6 Account Unit and Class 03-44-44-440030-9309-034-500161 03-44-44-440010-2657-102-500731	1.7 Completion Date 7/25/2026	1.8 Price Limitation \$4,429,360.00
1.9 Contracting Officer for State Agency Corey J. Clark, PE, Chief Engineer, Dam Bureau		1.10 State Agency Telephone Number (603) 271-1961	
1.11 Contractor Signature  Date: 9/3/2024		1.12 Name and Title of Contractor Signatory Robert Callahan President	
1.13 State Agency Signature  Date: 9/26/24		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: 9/30/2024			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

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

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

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

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

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

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

9. TERMINATION.

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

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

10. PROPERTY OWNERSHIP/DISCLOSURE.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

19. CHOICE OF LAW AND FORUM.

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

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

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

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

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

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

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

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

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

Contractor Initials *JK*
Date 09/3/24

EXHIBIT A

SPECIAL CONDITIONS

I. NEW HAMPSHIRE STATE AND LOCAL FISCAL RECOVERY FUNDS FEDERAL REQUIREMENTS

This Agreement is funded under a grant to the State of New Hampshire (State) and subsequently through the Governor's Office for Emergency Relief and Recovery (GOFERR) and New Hampshire Department of Environmental Services (NHDES) as approved by the Governor and Executive Council from the federal government through the Department of Treasury (Treasury) through the American Rescue Plan Act of 2021 (ARPA), with the source of funds being the State and Local Fiscal Recovery Funds (SLFRF) identified under the Catalog of Federal Domestic Assistance (CFDA) number #21.027. The Federal Award Identification Number (FAIN) for this award is SLFRP0145. This grant award is a subaward of SLFRF funds and any and all compliance requirements, as updated by Treasury, for use of SLFRF funds are applicable to the Subrecipient, without further notice. Treasury requirements are published and updated at <https://home.treasury.gov/policy-issues/coronavirus/assistance-for-state-local-and-tribal-governments/state-and-local-fiscal-recovery-funds>.

FEDERAL FUNDING ACCOUNTABILITY and TRANSPARENCY ACT (FFATA). The Subrecipient shall comply with the terms of the FFATA by providing NHDES with their Unique Entity Identifier (Unique Entity ID), and all applicable Executive Compensation Data information as required under the FFATA. A Unique Entity ID may be obtained by visiting <https://www.sam.gov>.

SAM REGISTRATION: The Subrecipient must have an active registration with the System for Award Management (SAM) (<https://www.sam.gov>).

GENERALLY ACCEPTED ACCOUNTING PROCEDURES: The Subrecipient, if a governmental entity, shall maintain project accounts in accordance with the Generally Accepted Accounting Principles (GAAP), including standards relating to the reporting of infrastructure assets as issued by the Governmental Accounting Standards Board (GASB). The full text of Governmental Accounting Reporting Standards is available through the GASB website at: <http://www.gasb.org>

RECORDKEEPING REQUIREMENTS: The Subrecipient must maintain records and financial documents for five years after all funds have been expended or returned to the State and/or Treasury. Treasury may request transfer of records of long-term value at the end of such period. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.

Subrecipient must agree to provide or make available such records to the State and Treasury upon request, and to the Government Accountability Office ("GAO"), Treasury's Office of Inspector General ("OIG"), and their authorized representative in order to conduct audits or other investigations.

SINGLE AUDIT REQUIREMENTS: Recipients and subrecipients that expend more than \$750,000 in Federal awards during their fiscal year will be subject to an audit under the Single Audit Act and its implementing regulation at 2 CFR Part 200, Subpart F regarding audit requirements. Recipients and subrecipients may also refer to the Office of Management and Budget (OMB) Compliance Supplements for audits of federal funds and related guidance and the Federal Audit Clearinghouse to see examples and single audit submissions.

CIVIL RIGHTS COMPLIANCE: The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply, and shall include in every contract or agreement funded with these funds this same requirement to comply, with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

In order to carry out its enforcement responsibilities under Title VI of the Civil Rights Act, NHDES may collect and review information from subrecipients to ascertain their compliance with the applicable requirements before and after providing financial assistance. Treasury's implementing regulations, 31 CFR part 22, and the Department of Justice (DOJ) regulations, Coordination of Non-discrimination in Federally Assisted Programs, 28 CFR part 42, provide for the collection of data and information from recipients and subrecipients (see 28 CFR 42.406).

PERIOD OF PERFORMANCE: All funds are subject to statutory requirements that they must be used for costs incurred by the recipient during the period that begins on March 3, 2021, and ends on December 31, 2024, and that award funds for the financial obligations incurred by December 31, 2024 must be expended by December 31, 2026.

PROCUREMENT, SUSPENSION AND DEBARMENT: Recipients are responsible for ensuring that any procurement using SLFRF funds, or payments under procurement contracts using such funds are consistent with the procurement standards set forth in the Uniform Guidance at 2 CFR 200.317 through 2 CFR 200.327, as applicable. The Uniform Guidance establishes in 2 CFR 200.319 that all procurement transactions for property or services must be conducted in a manner providing full and open competition, consistent with standards outlined in 2 CFR 200.320, which allows for non-competitive procurements only in circumstances where at least one of the conditions below is true: the item is below the micro-purchase threshold; the item is only available from a single source; the public exigency or emergency will not permit a delay from publicizing a competitive solicitation; or after solicitation of a number of sources, competition is determined inadequate. Subrecipients must have and use documented procurement procedures that are consistent with the standards outlined in 2 CFR 200.317 through 2 CFR 200.320.

Subrecipient shall fully comply with Subpart C of 2 C.F.R. Part 180 entitled, "Responsibilities of Participants Regarding Transactions Doing Business With Other Persons," as implemented and supplemented by 2 C.F.R. Part 1532. subrecipient is responsible for ensuring that any lower tier covered transaction, as described in Subpart B of 2 C.F.R. Part 180, entitled "Covered Transactions," and 2 C.F.R. § 1532.220, includes a term or condition requiring compliance with 2 C.F.R. Part 180, Subpart C. subrecipient is responsible for further requiring the inclusion of a similar term and condition in any subsequent lower tier covered transactions. subrecipient acknowledges that failing to disclose the information required under 2 C.F.R. § 180.335 to NHDES may result in the delay or negation of this assistance agreement, or pursuance of administrative remedies, including suspension and debarment. Subrecipients may access the System for Award Management (SAM) exclusion list at <https://sam.gov/SAM/> to determine whether an entity or individual is presently excluded or disqualified.

By entering into this agreement, the subrecipient certifies that the subrecipient is not debarred or suspended. Furthermore, the subrecipient certifies that no part of this contract will be subcontracted to a debarred or suspended person or firm.

DOMESTIC PREFERENCES FOR PROCUREMENTS (2 C.F.R. § 200.322) As appropriate and to the extent consistent with law, to the greatest extent practicable, there is a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

For purposes of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

As required by 2 CFR 200.216, subrecipients, are prohibited from obligating or expending loan or grant funds to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or

affiliate of such entities). Recipients, Subrecipients, and borrowers also may not use federal funds to purchase:

- a. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- b. Telecommunications or video surveillance services provided by such entities or using such equipment.
- c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Consistent with 2 CFR 200.471, costs incurred for telecommunications and video surveillance services or equipment such as phones, internet, video surveillance, and cloud servers are allowable except for the following circumstances:

- a. Obligating or expending funds for covered telecommunications and video surveillance services or equipment or services as described in 2 CFR 200.216 to:
 - (1) Procure or obtain, extend or renew a contract to procure or obtain;
 - (2) Enter into a contract (or extend or renew a contract) to procure; or
 - (3) Obtain the equipment, services, or systems. Certain prohibited equipment, systems, or services, including equipment, systems, or services produced or provided by entities identified in section 889, are recorded in the System for Award Management exclusion list which can be found at <https://www.sam.gov/SAM/pages/public/index.jsf>

REPORTING REQUIREMENTS: For all projects listed under the Water and Sewer Expenditure Categories (see Table below), detailed project-level information is required.

5: Infrastructure	
5.1	Clean Water: Centralized Wastewater Treatment
5.2	Clean Water: Centralized Wastewater Collection and Conveyance
5.3	Clean Water: Decentralized Wastewater
5.4	Clean Water: Combined Sewer Overflows
5.5	Clean Water: Other Sewer Infrastructure
5.6	Clean Water: Stormwater
5.7	Clean Water: Energy Conservation

5.8	Clean Water: Water Conservation
5.9	Clean Water: Nonpoint Source
5.10	Drinking water: Treatment
5.11	Drinking water: Transmission & Distribution
5.12	Drinking water: Transmission & Distribution: Lead Remediation
5.13	Drinking water: Source
5.14	Drinking water: Storage
5.15	Drinking water: Other water infrastructure

Definitions for water and sewer Expenditure Categories can be found in the EPA’s handbooks. For “clean water” expenditure category definitions, please see: <https://www.epa.gov/sites/production/files/2018-03/documents/cwdefinitions.pdf>. For “drinking water” expenditure category definitions, please see: <https://www.epa.gov/dwsrf/drinking-water-state-revolving-fund-national-information-management-system-reports>.

All Clean Water and Drinking Water infrastructure projects:

- Projected/actual construction start date (month/year)
- Projected/actual initiation of operations date (month/year)
- Location (for broadband, geospatial location data)

For water and sewer projects:

- National Pollutant Discharge Elimination System (NPDES) Permit Number (if applicable; for projects aligned with the Clean Water State Revolving Fund)
- Public Water System (PWS) ID number (if applicable; for projects aligned with the Drinking Water State Revolving Fund)

II. FEDERAL REQUIREMENTS APPLICABLE TO ARPA INFRASTRUCTURE PROJECTS OVER \$10M

For projects over \$10 million (based on expected total cost) a recipient shall provide a certification that, for the relevant project, all laborers and mechanics employed by contractors and subcontractors in the performance of such project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the “Davis-Bacon Act”), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed. All contracts and subcontracts for the construction of treatment works shall insert in full in any contract the standard Davis-Bacon contract clause as specified by 29 CFR §5.5(a).

III. OTHER SPECIAL PROVISIONS

- A. In addition to the above special provisions, the following provisions as required by federal regulations apply to this Agreement:
1. **Financial management.** *The Contractor shall comply with 2 CFR part 200 Subpart D and the specific standards regarding financial reporting, accounting records, internal control, budget control, allowable cost, source documentation, and cash management outlined therein.*
 2. **Allowable costs.** *All costs charged to this Agreement shall be eligible, necessary, and reasonable for performing the tasks outlined in the approved project scope of services. The costs, including match, shall be incurred during the period of performance of the project, and shall be allowable, meaning that the costs must conform to specific federal requirements detailed in 2 CFR part 200 Subpart E.*
 3. **Property Management.** *The Contractor shall comply with the property management and procedures detailed in 2 CFR Part 200 Subpart D.*
 4. **Restrictions on Lobbying.** *The Contractor shall comply with the terms of 15 CFR part 28 and 2 CFR Part 200 Subpart E which prohibit the use of federal Contract funds to influence (or attempt to influence) a federal employee, and requires the submission of Standard Form LLL ("Disclosure of Lobbying Activities") if nonfederal funds have been used to influence (or attempt to influence) a federal employee.*
 5. **Drug-Free Workplace.** *The Contractor shall comply with the terms of 2 CFR part 1329 which require that as a condition of the Agreement, certification that they maintain a drug-free workplace. By signing and submitting the Agreement, the Contractor certifies that he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity associated with the Agreement.*
 6. **Protection for Whistleblowers.** *The Contractor shall comply with the terms of 41 U.S.C. §471 regarding Whistleblower protections. As described in 41 USC §471 "an employee of a contractor, subcontractor, grantee, or subgrantee or personal services contractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in paragraph (2) information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant."*

EXHIBIT B

SERVICES

Construction for the Mendums Pond Dam Improvements Project (NHDES Dam No. D184001) as designed and specified by Gannett Fleming.

The Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

This project is located on Mendums Pond in Rockingham County, New Hampshire, and is being performed for the New Hampshire Department of Environmental Services ("Owner/Engineer"). The intent of the project is to rehabilitate the existing dam to meet current dam safety regulations and include:

1. Phased construction and phased diversion of water, including installation and removal of temporary cofferdams, temporary bypass piping, and temporary pumped diversion facilities.
2. Select demolition of existing outlet works features.
3. Extension of the existing outlet works conduit and construction of the new concrete impact basin at the downstream end of the conduit.
4. Construction of concrete seepage collection well and HDPE drain pipes.
5. Construction of riprap outlet channel downstream of the concrete impact basin.
6. Construction of downstream earth buttresses for the left and right dam embankment sections, including installation of toe drains, weir boxes, coarse drainfill, fine drainfill, and medium drainfill.
7. Installation of a new stop log and trash rack guide at the intake structure.
8. Instrumentation for weir boxes and existing piezometers.
9. Modifications to the existing toe drain.

The Project Manual issued in June 2024 and Addendums No. 1 (dated July 17, 2024), No. 2 (dated July 26, 2024) and No. 3 (dated August 2, 2024) are incorporated as part of Exhibit B by reference. The Project Manual cover and table of contents and Addendums 1-3 cover sheets are attached.



PROJECT MANUAL FOR:

**MENDUMS POND DAM – NHDES #D184001
IMPROVEMENTS PROJECT**

**NOTTINGHAM
NEW HAMPSHIRE**

JUNE 2024

**Owner: The New Hampshire Department of
Environmental Services - Dam Bureau
29 Hazen Drive
Concord, NH 03302**

Engineer:

**Gannett Fleming
207 Senate Avenue
Harrisburg, PA 17011**



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MENDUMS POND DAM REHABILITATION

NOTE: These Specifications are arranged in the nationally recognized CSI (Construction Specifications Institute) Format. However, only the applicable Sections of certain Divisions are included, which results in Section numbering not being consecutive. This Table of Contents is included for convenience only and its accuracy is not guaranteed.

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**Mendums Pond Dam Improvements Project
Nottingham, NH**

ADDENDUM NO. 1

To: All Prospective Bidders
Mendums Pond Dam Improvements Project Location: Nottingham, NH

From: Corey Clark - NHDES
Scott Brough – Gannett Fleming

Re: **Addendum No. 1**

Date: July 17, 2024

Please find the following **ADDENDUM NO. 1** for the Mendums Pond Dam Improvements Project which is to be included as part of the Contract Documents thereof.

As per Specification Section 00200, Article 13.09 the bid shall contain an acknowledgment of receipt of this **Addendum No. 1**, (and all addenda). The number and date of which shall be filled in by filling out the information in the space provided in Section 00301 – Bid Form, Article 3 – 3.01A.

Please note bids are due **Friday, August 9, 2024 at 1:30 PM (EST)**. Hard copy bids may be received as stipulated in the Contract Documents.

This Addendum has been issued to address clarifications in the Contract Specifications as well as address Prospective Contractor Questions after the July 10, 2024 Pre-Bid Meeting:

Item #2: July 10, 2024 Pre-Bid Meeting – Meeting Minutes and Onsite Questions & Responses

Refer to **Attachment B** for the meeting minutes from the July 10, 2024 Pre-Bid Meeting as well as questions that were asked and associated responses.

Item #3: Contractor Question: What is the anticipated construction start date or time frame?

Response: As outlined in the July 10, 2024 Pre-Bid Meeting Minutes under **Attachment B**, the Notice-To-Proceed is anticipated to be on or about January 1, 2025 with a Final Completion date of April 27, 2026. Additionally, the Project Schedule developed by Gannett Fleming is included under **Attachment C**, Mendums Pond Dam Project Schedule.

Item #4: Contractor Question: Is there an engineer's estimate of the construction costs?

Response: Yes, however, this value is for the owner's budgeting purposes only and is not being provided at this time.

Item #5: Contractor Question: Can we be provided a copy of the pre bid meeting attendees list?

Response: Refer to **Attachment A** for a list of the attendees at the July 10, 2024 Pre-Bid Meeting.

End of Addendum No. 1

ATTACHMENT A

**July 10, 2024 Pre-Bid
Meeting Contractor's
Attendance List**

Contractor Initials MP
Date 9/3/24



Sign-In Sheet
Mendums Pond Dam Improvements
 Pre-Bid Meeting
 July 10, 2024, 11:00 AM



No.	Name	Affiliation	Email
1.	Scott Brough	Gannett Fleming	sbrough@gfnet.com
2.	Rafael Rivera	Michels Contracting Inc	Rrivera@michels.us
3.	Josh NOEL	Michels Contracting Inc	JNOEL@michels.us
4.	Ethan Peck	New England Infrastructure	epeck@neinfrastructure.com
5.	William Linskey	Charter	wlinskey@charter.us
6.	Aaron Gautreau	Charter	agautreau@charter.us
7.	Sean Milligan	Sargent	smilligan@sargent.us
8.	Cole Lambert	Deselice Corp	Engineering@deselicecorp.com
9.	Josh Gagnon	ECS	jgagnon@ecsincorp.com
10.	Dan Lemitt	ECS	dlemitt@ecsincorp.com
11.	Noah McDaniell	Shapleigh	noahmcdaniell@shapleighconstruction.com
12.	Oliver Rogers	Shapleigh Const	orogers@shps.net
13.	Dan Galante	T Ford Company	dan@tfod.com
14.	Steve Fuller	Sonco	sfuller@soncoeco.com
15.	Tim Land	WP Davis Excavation LLC	tim@wpdavisexcavation.com
16.	Corey Clark	NHDES	corey.clark@des.nh.gov
17.	Charles Krutman	NHDES	charles.s.krutman@des.nh.gov
18.	Andrew Stout	NHDES	andrew.w.stout@des.nh.gov
19.	Kent Finamore	"	Kent.R.Finamore@des.nh.gov
20.	Jack Rutter	NHDES	jacob.rutter@des.nh.gov
21.			
22.			
23.			
24.			
25.			

**Mendums Pond Dam Improvements
Pre Bid Meeting Attendee List
July 10, 2024 @ 1000hrs.**

Owner / Regulator

Corey Clark	NHDES - Dam Bureau	corey.i.clark@des.nh.gov
Charlie Krautmann	NHDES - Dam Bureau	charles.s.krautmann@des.nh.gov
Andrew Stout	NHDES - Dam Bureau	andrew.w.stout@des.nh.gov
Kent Finemore	NHDES - Dam Bureau	kent.r.finemore@des.nh.gov
Jacob Ruiter	NHDES - Dam Bureau	jacob.f.ruiter@des.nh.gov

Design and Construction Engineer

Eric Fromherz	Gannett Fleming	efromherz@gfnet.com
Scott Brough	Gannett Fleming	sbrough@gfnet.com

Contractors

Rafael Rivera	Michels Contracting Inc.	rrivera@michels.us
Josh Noel	Michels Contracting Inc.	jnoel@michels.us
Ethan Peck	New England Infrastructure	epeck@neinfrastructure.com
William Linskey	Charter	wlinkey@charter.us
Aaron Gautreau	Charter	agautreau@charter.us
Sean Milligan	Sargent	smilligan@sargent.us
Cole Lambert	Defelice Corp	engineering@defelicecorp.com
Josh Gagnon	ECS	jgagnon@ecsincorp.com
Don Leavitt	ECS	dleavitt@ecsincorp.com
Noah McDaniel	Shapleigh Construction	noahmcdaniel@shapleighconstruction.com
Glenn Rogers	Shapleigh Construction	grogers@tds.net
Dan Galante	T Ford Company	dan@tford.com
Steve Fuller	Sumco	fuller@sumcoeco.com
Tim Lund	WP Davis Excavation	tim@wpdavisexcavation.com

ATTACHMENT B

July 10, 2024 Pre-Bid
Meeting Minutes and
Onsite Questions &
Responses



SITE SHOWING MINUTES

Project:	Mendums Pond Dam Improvements	Date:	July 10, 2024
Owner:	NHDES – Dam Bureau	Project:	D184001

Pre-Bid Site Showing was held for the referenced project on July 10, 2024, at 10:00 am at the dam site located just north of Route 4 (Old Turnpike Rd.) in the Town of Nottingham, Rockingham County, New Hampshire.

Attendees are listed below:

NHDES (Dam Bureau):

Corey Clark
Charlie Krautmann
Kent Finemore
Andrew Stout
Jacob Ruiter

Engineer (Gannett Fleming):

Eric Fromherz
Scott Brough

Contractors:

- | | |
|-------------------------------|-------------------------|
| 1. Michels Contracting Inc. | 6. ECS |
| 2. New England Infrastructure | 7. Shapleigh |
| 3. Charter | 8. T Ford Company |
| 4. Sargent | 9. Sumco |
| 5. Defelice Corp | 10. WP Davis Excavation |

MINUTES:

INTRODUCTIONS

NHDES and Gannett Fleming team briefed group, introduced as stakeholders.

SAFETY MOMENT

Andrew discussed Old Turnpike Road traffic concerns with tight access through the access gate from Rt. 4 (Old Turnpike Rd.) with posted speed limit of 50mph with vehicle speeds varying. Other safety topics discussed include hot weather construction, situational awareness, uneven surfaces, bugs and ticks, slips, trips, and falls.

GENERAL OVERVIEW & FUNCTIONALITY (not particularly stated, but for reference as add-on to minutes)

The dam is currently classified as a high hazard dam and is owned by the NHDES. Mendums Pond Dam impounds Little River to form Mendums Pond.

Mendums Pond Dam was originally constructed around 1840. The dam consists of a 400-foot-long earthfill embankment buttressed on the upstream and downstream sides by stone walls. The dam is approximately 31 feet high at its maximum section, with a top of dam at Elevation 232.0 feet. A stone retaining berm is located downstream of the embankment on the left side of the outlet works. The dam has been rehabilitated multiple times throughout its lifetime, with the most recent rehabilitation completed in 2018. As part of the 2018 rehabilitation modifications were made to the dam embankment crest, upstream side, the outlet works facilities, and the principal spillway. This includes the installation of a cutoff liner extending into the base of Mendums Pond from the upstream left side of the dam.

Under the current configuration, the principal spillway consists of a 35-foot 6-inch long and 1-foot 6-inch-wide concrete weir, with a crest at Elevation 224.5 feet. The concrete crest was constructed as part of the 2018

Contractor Initials 
Date 9/3/24

rehabilitation. Flow from the reservoir passes over the weir and into a concrete/riprap-lined channel before entering a natural channel downstream of the dam. The original outlet works consisted of a rectangular channel through the dam embankment. The outlet works has been modified several times throughout the history of the dam. The most recent modification in 2018 involved construction of a concrete intake structure, installation of a 30-inch diameter ductile iron pipe, and filling the open outlet works section around the pipe with flowable fill. The low-level outlet consists of a 24-inch diameter opening at invert Elevation 202.5 feet, regulated by a 2-foot by 2-foot unseating head slide gate. A 3-foot-wide by 7-foot-high weir gate with a crest at Elevation 224.5 feet and an invert at Elevation 217.5 feet is located on upstream side of the intake structure.

TECHNICAL DESCRIPTION OF THE WORK / SEQUENCE

Verbal questions from contractor attendees were allowed, however non-binding. Contractor attendees are responsible for providing written questions accordingly. Gannett Fleming collected and memorialized to the best of knowledge all requests as questions were asked. Written responses to bidders' questions are memorialized within these meeting minutes.

Charlie and Scott discussed the scope of the project. It was noted bids are due by August 9th by hand or mail delivery. Charlie noted dam seepage and stability concerns with majority of all the improvement work to be performed downstream. Reservoir drawdown of approximately twenty (20) feet will be implemented in the Fall 2024 by DES and maintained as feasible throughout the construction period.

Diversion of Water – Phase I

- Install Diversion of Water Phase I Features
- Excavation & Foundation Preparation for Seepage Collection Well
- Seepage Collection Well Foundation Slab & Anchors
- Toe Drain Construction at Dam Toe & Restore Grade
- Refill Pool (Winter Level)

Diversion of Water – Phase II

- Install Diversion of Water Phase II Features
- Impact Basin Construction
- Seepage Well Construction
- Conduit Extension

Diversion of Water – Phase III

- Remove Diversion of Water Features – Phase II
- Complete Conduit Construction
- Construct Right Abutment
- Construct Left Abutment
- Instrumentation
- Winter Shutdown
- Site Restoration
- Punch List
- Final Completion

SCHEDULE

- NTP (Notice-To-Proceed) anticipated to begin on or about January 1, 2025, with a Final Completion date of April 27, 2026.
- Refilling (Winter Level) to begin on July 15, 2025.
- Refilling (Summer Level) to begin on March 15, 2026.
- Sheet 44 of the Contract Drawings provides the required sequence of construction.

QUESTIONS FROM CONTRACTORS DURING THE MEETING

1. Q: Where do the temporary diversion of water by-pass flows get pumped to?
A: Per Contract Drawing Sheet C6 (Dwg. No. 10 of 46) any by-pass flow associated with care and diversion of water shall be pumped to the principal spillway for downstream conveyance. A rock filter (No. 2) shall be installed downstream of weir prior to receiving any flow related to construction activities. Bidders need to adhere to the limits of work and erosion controls to be implement and maintained without impacting the downstream historic stone dam and/or any wetlands.

Bidders are reminded that Contractor will be responsible for water control during the contract including submission of a diversion of water plan, and that flash flooding conditions may occur.

2. Q: How long is the construction drawdown?
A: The drawdown is scheduled from Fall 2024 through July 2025 with winter drawdown levels maintained until March 2026. There are no other dams located upstream of Mendums Pond Dam to augment flows into Mendums Pond.
3. Q: Is a US Army Corp of Engineer (USACE) permit required for the project?
A: Yes. It's currently being proceeded by DES. The USACE will see it packaged as part of the Wetland Permit deliverable.

4. Q: Does the gate house have a power supply?
A: There is no electrical utilities on-site. Instrumentation at the dam in current configuration is battery supplied supported by solar panel. Mendums Landing Road or access from is not part of the project. DES has no utility or access easement or access to state property from Mendums Landing Road.

Bidders are reminded that all construction traffic will need to be routed along the access road from Route 4 and not Mendums Landing Road. The Contractor will be responsible for working with NHDOT on any traffic control measures necessary at the end of the access road.

5. Q: Who will be responsible for public relations?
A: DES. Proposed bidders reminded site security and safety will fall on the responsible contractor selected.

6. Q: Could you provide the name of the instrumentation firm that the Department currently uses at the site?

A: NHDES installed and monitors all the current equipment at the site. However, the hardware to be integrated with the existing Sutron hardware on site is Campbell Scientific hardware as specified in the project documents. They list qualified systems integrators for their hardware on their website, which include Geokon in NH, Canary Systems in NH, and Geocomp in MA. Instrumentation will need to be installed as shown on the project documents, which includes furnishing and installing 5 weir boxes and bubbler lines.



SITE SHOWING MINUTES

Any additions, deletions or corrections to these minutes should be forwarded to Scott Brough at sbrough@gfnet.com within five (5) days of receipt. Otherwise, these minutes will be approved as written.

SCOTT BROUGH

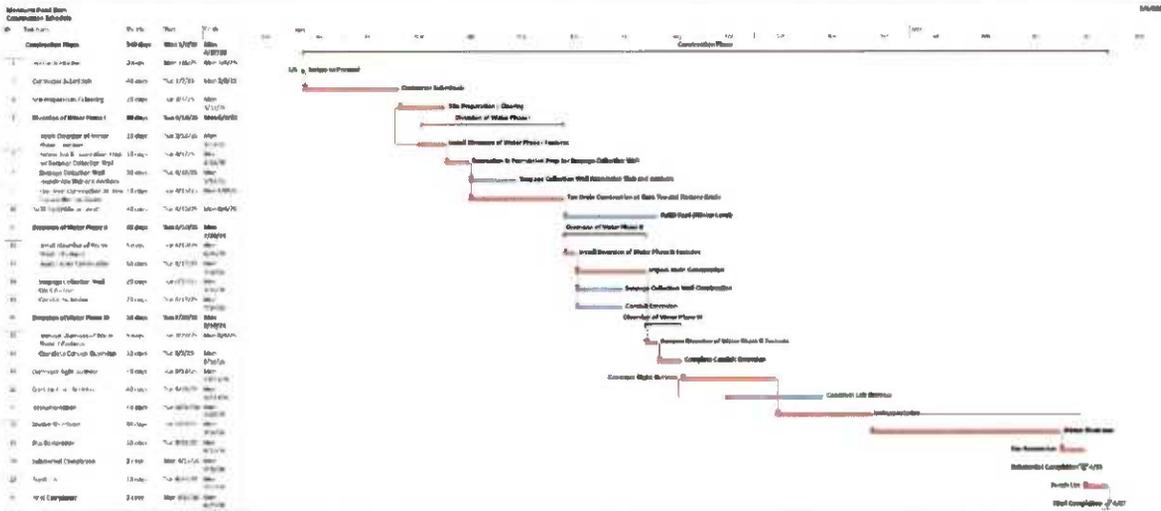
cc: Attendees

Contractor Initials MB
Date 9/3/24

ATTACHMENT C

Mendums Pond Dam
Project Schedule

Contractor Initials PK
Date 9/3/24



Contractor Initials *[Signature]*
 Date 9/3/24

**Mendums Pond Dam Improvements Project
Nottingham, NH**

ADDENDUM NO. 2

To: All Prospective Bidders
Mendums Pond Dam Improvements Project Location: Nottingham, NH

From: Corey Clark - NHDES
Eric Fromherz – Gannett Fleming

Re: **Addendum No. 2**

Date: July 26, 2024

Please find the following **ADDENDUM NO. 2** for the Mendums Pond Dam Improvements Project which is to be included as part of the Contract Documents thereof.

As per Specification Section 00200, Article 13.09 the bid shall contain an acknowledgment of receipt of this **Addendum No. 2**, (and all addenda). The number and date of which shall be filled in **by filling out the information in the space provided in Section 00301 – Bid Form, Article 3 – 3.01A**.

Please note bids are due **Friday, August 9, 2024 at 1:30 PM (EST)**. Hard copy bids may be received as stipulated in the Contract Documents.

In conjunction with Addendum No 1 issued on July 17, 2024, this Addendum has been issued to address clarifications in the Contract Specifications as well as address Prospective Contractor Questions after the July 10, 2024, Pre-Bid Meeting:

Item #1: Contractor Question: What was the engineer's intent to provide utilities to the site required to support the client's office trailer (i.e. hot/ cold water, power, internet) as called out in section 01520 for the duration of the project? Are these intended to be brought in from the main road?

Response: There is no onsite existing power or utilities, the contractor will need to provide via generators and other means. See Addendum No. 1 Site Showing Minutes, Question No.4 Response – Gate House Power Supply.

Item #2: Contractor Question: Please confirm permanent and backup power is required for the dewatering pump activities as called out in section 02240 paragraph 2.02, part B.

Response: Correct. There is no onsite existing power or utilities, the contractor will need to provide via generators and other means. See Addendum No. 1 Site Showing Minutes, Question No.4 Response – Gate House Power Supply. Use of generators for dewatering pumps (permanent and backup) shall be expected.

Item #3: Contractor Question: Can the dewatering designer and the dewatering supervisor be the same individual?

Response: The dewatering designer and dewatering supervisor can be the same person, provided he/she meets requirements in Specification Section 02240, Articles 1.03.B and 1.03.C.

Item #4: Contractor Question: If an engineer licensed in NH and capable of designing the dewatering system is utilized as the dewatering designer. Can the 10 years of experience be waived?

Response: Experience will not be waived.

Item #5: Contractor Question: We request a one-week extension of the bid due date from August 9, 2024, to August 16, 2024 at 1:30 PM.

Response: No extension

Item #6: Contractor Question: Specification Section 00020 – Notice to Contractors – Completion Dates – on page 2 Substantial Completion is identified as 4/30/2026 and Final Completion as 5/14/2026. Addendum 01 indicates Final Completion of 4/27/2026. Please clarify the anticipated Substantial and Final Completion dates.

Response: NTP (Anticipated): 1/1/25; Substantial Completion: 4/30/26; Final Completion: 5/14/26

Item #7: Contractor Question: Specification Section 00200 – Notice to Contractors Part 14.01.A states "Bidders shall submit a Bid on individual sections or any combination of sections as set forth in the Bid Form." And A.1 states "Bidders may submit a Bid for any of the separate sections or any combination of sections as provided in the Bid Form. Submission of a Bid on any section signifies Bidder's willingness to enter into a Contract for that section alone at the price offered." This implies that a bidder may bid on one or more individual line items and be awarded that item, while another bidder is awarded other portions of the work. Please confirm that NHDES' intent is to award the complete contract to the successful bidder, not multiple bidders

Response: Intent to award the complete contract to the successful bidder.

Item #8: Contractor Question: Specification Section 00340 – Special Conditions – Bidder Experience Form – On page 12 the Automated Dam Instrumentation Qualifications instructions state "The Contractor shall submit a detailed project management proposal with the bid, including staffing and resumes of the project management team assigned to this project." It further states "The project management proposal will be submitted to the office of the Design Engineer prior to the bid. The Contractor shall submit the project management proposal a minimum of 14 days prior to bid opening to be given consideration." There are conflicting instructions presented within this section which do not match with 01330 Submittal Procedures Submittal List. Please confirm submittal of the project management proposal for automated data instrumentation is to be submitted with the bid, not prior to the bid.

Response: Submit project management proposal as a section within the bidder's bid package prior to the bid due date.

Item #9: Contractor Question: Specification Section 00700 101.23 Contract, Part 5. Federal Contract Provisions required on federal-aid Contracts: subpart c. refers to "*Buy America – Steel & Iron Products.*" Please clarify 1) whether this project is subject to the provisions of eCFR Part 184 Buy America Act; and 2) if yes, is it iron or steel products only, or are other articles, materials, and supplies such as manufactured products and construction materials also subject to the Buy America Act provisions for this contract.

Response: This project is not subject to Buy American Act.

Item #10: Contractor Question: Specification Section 01410 Appendix A - refers to four permits to be provided by NHDES Dam and Wetland Bureaus. However, these were not provided. Please provide the approved permits or the permit applications for bidder review.

Response: The four permit applications have been submitted and are under review. No substantial changes have been identified in that process so far.

Item #11: Contractor Question: Specification Section 01320 1.03.A.1 states "*...Prepare and maintain throughout Contract duration, a computer-generated construction schedule, using Primavera Project Planner (P6), a project management and control software developed by Oracle.*" Please confirm that Primavera Project Planner (P6) is required to be used by the selected contractor for this project.

Response: Microsoft Project and/or similar software-based scheduling tools are acceptable which fulfill the requirements set forth in Specification 01320.

Item #12: Contractor Question: Specification Section 01305 1.03.A states "*...the Contract will be administered electronically through the Resident Project Representative's web-based collaborative project management system software (Software). The Software is Procore Construction Management Software, sold and licensed by Procore. The use of the Software is preferred for the project.*" Please clarify whether Procore Construction Management Software is preferred or required to be used by the selected contractor for this project.

Response: The RPR will implement and administer Procore web-based **collaborative** project management software. It's a requirement for the selected bidder to become familiar with the software and utilize the program throughout the work.

End of Addendum No. 2

**Mendums Pond Dam Improvements Project
Nottingham, NH**

ADDENDUM NO. 3

To: All Prospective Bidders
Mendums Pond Dam Improvements Project Location: Nottingham, NH

From: Corey Clark - NHDES
Eric Fromherz – Gannett Fleming

Re: **Addendum No. 3**

Date: August 2, 2024

Please find the following **ADDENDUM NO. 3** for the Mendums Pond Dam Improvements Project which is to be included as part of the Contract Documents thereof.

As per Specification Section 00200, Article 13.09 the bid shall contain an acknowledgment of receipt of this **Addendum No. 3**, (and all addenda). The number and date of which shall be filled in by filling out the information in the space provided in Section 00301 – Bid Form, Article 3 – 3.01A.

Please note bids are due **Friday, August 9, 2024, at 1:30 PM (EST)**. Hard copy bids may be received as stipulated in the Contract Documents.

In conjunction with Addendum No. 1 and No. 2 issued on July 17, 2024 and July 29, 2024, respectively, this Addendum has been issued to address clarifications in the Contract Specifications as well as address Prospective Contractor Questions after the July 10, 2024, Pre-Bid Meeting:

Item #1: Contractor Question: Specification Section 00805, Section I - Part I Federal Requirements Applicable to ARPA Infrastructure Projects Over \$10M indicates that Davis-Bacon Act wage rates are applicable for all contracts and subcontracts for the construction of treatment works. Please confirm whether Davis-Bacon Act wage rates are required for this contract. If yes, please provide the current Davis-Bacon Act wage rates applicable for the work.

Response: The expected total cost of the project is estimated to be less than \$10 million and therefore Section 00805 Article 3 SC-103.06a I. Federal Requirements is not applicable. The Engineer's Estimate will not be provided to bidders.

Item #2: Contractor Question: Specification Section 01200-7.1.1. states "Bid Item 8a. Stripping and Stockpiling of Topsoil: Payment will be made at the Contract Unit Price per Cubic Yard for Stripping and Stockpiling of Topsoil. Includes all labor and equipment required to excavate, load, haul, and stockpile

stripped topsoil material from all vegetated surfaces required within the work area, as specified, and designated as Stripping on the Drawings, including the temporary stockpile areas. No separate payment will be made for stripping performed under another Bid Item that is measured for payment at a Contract Lump Sum Price. Measurement for stripping and stockpiling shall be calculated based on the surveyed area that is stripped and stockpiled at the partial payment estimate cutoff date, and the applicable depth of stripping as shown on the Drawings."

Specification Section 01200-7.1.3 states "Does not include Stripping and Stockpiling of Topsoil, which is paid for separately under Bid Item 8a, Stripping and Stockpiling of Topsoil. No separate payment will be made for Common Excavation that is performed under another Bid Item that is measured for payment at a separate Unit Price or Lump Sum Contract Price."

Please clarify payment procedures for Stripping & Stockpiling of Topsoil located outside "Stripping Areas".

Response: No construction activities are allowed outside the limits-of-disturbance (LOD). Stripping topsoil beyond the limits shown on the contract drawings is not required or expected. Bid Item quantities having the "Unit Price" designation are estimated volumes. Quantities for any respective task performed and paid through unit pricing shall be tracked appropriately by the contractor with the appropriate back-up (e.g., survey point file – before & after) provided to the RPR for review via monthly payment application pencil copy process. All Unit Price overruns and/or underruns will be rectified during the project closeout phase.

Item #3: Contractor Question: Specification Section 01200-7.1.3 states "The quantity of Common Excavation shown in the Bid Form is based on the estimated volume of material between Existing Ground, as shown on the Drawings, and Approximate Top of Rock or the Limit of Excavation."

Specification Section 01200-7.1.4 states "Material removed before the bottom surface of Common Excavation is established and surveyed will be classified and paid for under Bid Item 8c, Common Excavation."

Please clarify payment procedures as they relate to Rock Excavation within the limits of Common Excavation

Response: Once bedrock/ledge is exposed, the contractor will notify the RPR for concurrence to trigger contractor surface mapping of the actual condition(s) prior to implementing rock excavation techniques to achieve design grades that are otherwise impacted by high ledge. Additionally, the contractor will be responsible for executing a post foundation survey denoting revised elevations from ledge trimmed to verify design grade met and for calculating actual rock excavation quantities for payment.

Item #4: Contractor Question: Specification Section 01200-7.1.4 states "No measurement for payment will be made for excess excavation performed for the convenience of the Contractor"

Please clarify what would constitute excavation performed for the convenience of the contractor. Do any items shown on the drawings receive this designation?

Response: Excavation for contractor convenience would be excavation that is beyond the limits shown on the contract drawings to facilitate equipment, material or personnel access, and that is not requested

by the RPR.

Item #5: Contractor Question: The drawings show a "TEMPORARY ACCESS ROAD AND COFFERDAM" along the Western edge of the Project. Drawing ES1 provides horizontal layout information.

Please provide proposed elevations and details for construction of the proposed "TEMPORARY ACCESS ROAD AND COFFERDAM" and adjacent slopes

Response: Both the temporary cofferdam and adjoining access road is a contractor-designed element requirement per the contract documents for care and diversion of water. See Contract Specification Section 02680 Care and Diversion of Water, Sub-Paragraphs 1.04.A-E. or specifically Sub-Paragraph 1.04.B. Responsibility.

Item #6: Contractor Question: In regard to the Automated Dam Instrumentation Qualifications, it states that "The contractor shall submit a detailed project management proposal with the bid, including staffing and resumes of the project management team assigned to this project"

Later on in that paragraph it says "The project management proposal will be submitted to the office of the Design Engineer prior to the bid. The contractor shall submit the Project Management proposal a minimum of 14 days prior to bid opening to be given consideration."

Is this due 14 days prior to the bid (which is past due at this point) or is it to be submitted with the bid?

Response: See Bidder Addendum No. 2, Item #8 Contractor Question and Response.

Item #7: Contractor Question: Bid Item 01200-8a includes costs for the Stripping and Stockpiling of 920 CY of Topsoil, while Bid Item 01200-10f includes costs for Furnishing and Placing of 1,000 CY of Topsoil. Specification Section 02921 – Topsoiling and Seeding – does not include material specification requirements for the additional topsoil that may be required above the stripped quantity. Please provide material specifications for outside-sourced topsoil.

Response: If the import of additional material is requested by the RPR due to deficit, topsoil will be locally sourced. The selected bidder will be responsible for any additional testing of imported topsoil, including generated reports from samples taken and supplemental treatment recommendations per Specifications 02921-1.03. Proposed bidders should include any incidental cost associated for any assumptions made during bid period concerning topsoiling.

Item #8: Contractor Question: Specification 00700 Section 107.11 Responsibility for Damage Claims, page 57, #3 refers to Owner's Protective Liability Coverage, which seems like coverage that would fall under the Commercial General Liability Coverage. Please clarify whether this coverage is required.

Response: Owner's Protective Liability Coverage is required and must list the State of New Hampshire Department of Environmental Services as the beneficiary.

Item #9: Contractor Question: Specification 00700 Section 107.11 Responsibility for Damage Claims, page 57, #8 refers to Builder's Risk Insurance. Where no building construction is required for this work, please clarify whether this coverage is required. If yes, please provide the value of the desired building coverage.

Response: Builder's risk is required. The value of the coverage is dependent on the proposed bidder cost to construct the project or the value of all improvements to be built. Additional insurance requirements are included as part of the P-37 Form in Section 00500.

Item #10: Contractor Question: Please tell us who set up the existing monuments and control points labeled on sheet C1. When were they setup?

Response: The in-house NHDES land management team established monuments and control points on the dam between 2018 and 2023 and the bathymetry was performed by Gannett Fleming.

Item #11: Contractor Question: Specification Section 02680 provides peak inflow and other data for 2-yr, 5-yr & 10-yr storm events. Please confirm which storm event contractors should utilize for the Temporary Pumped Diversion Facility #1's design requirements.

Response: See Bid Plan Set, Drawing C7, Note 6.

6. TEMPORARY PUMPED DIVERSION FACILITY NO. 1: CONTRACTOR-DESIGNED PUMPED DIVERSION SYSTEM CONSISTING OF A TEMPORARY COFFERDAM, SUMPS, AND PUMPS THAT WILL FACILITATE CONSTRUCTION AND REMOVAL OF THE TEMPORARY MAIN COFFERDAM IN THE DRY (FACILITY WILL BE INSTALLED AND REMOVED TWO TIMES). CREST ELEVATION OF THE COFFERDAMS WILL BE DETERMINED BY THE CONTRACTOR BASED ON THE CONTRACTOR'S DESIRED LEVEL OF PROTECTION OF WORK AREAS AND INITIAL POND ELEVATION.

Item #12: Contractor Question: Please confirm that per Specification Section 02499-4, 2.02B. Temporary Piezometers can be drilled utilizing an auger, specifically a hollow stem auger.

Response: Correct, hollow stem auguring is allowed.

Item #13: Rock Anchors – We are not able to find the anchor bar size identified in the plans or specifications. The rock anchor bars shown on Plan S2 refers bidders to Specification Section 02389. Section 2.01.A Anchor Bars does not identify the bar size. Please provide the desired anchor bar designation, nominal diameter, and pitch, or anchor bar load requirements.

Response: Anchors shall be #6, Grade 75, all-threaded bars. Inclination is 30-degrees with horizontal (sheet S2). Design load = 5 Kips (Spec Section 02389). Detail on Sheet S2 can be used to estimate bar length which is approximately twelve (12) feet.

End of Addendum No. 3

EXHIBIT C
COST PROPOSAL AND TERMS OF PAYMENT

The Project Manual issued in September 2023 and Addendums No. 1 (dated July 17, 2024), No. 2 (dated July 26, 2024) and No. 3 (dated August 2, 2024) are incorporated as part of Exhibit B by reference. The Contractor's Bid Form is attached.

Reserve Contingency Fund: \$400,000 - Reserve Contingency Fund to be used exclusively at the discretion of NHDES to fund necessary, unexpected conditions through NHDES-approved Change Orders that may be issued under the terms of this Agreement and which add to the Scope of Work.

The Total Contract Price Limitation includes the bid amount submitted by the Contractor plus the Reserve Contingency Fund.

Total Contract Price Limitation: \$4,429,360.00

Funding is provided as follows:

03-44-44-440010-2657-102-500731 \$4,029,360.00
Dept. of Environmental Services, --MENDUMS POND DAM IMPROVEMENTS--, ARPA Projects

03-44-44-440030-9309-034-500161 \$400,000.00
Dept. of Environmental Services, --MENDUMS POND DAM IMPROVEMENTS--, Capital Projects

SECTION 00301 – BID FORM

PROJECT IDENTIFICATION: MENDUMS POND DAM IMPROVEMENTS

Article 1 – BID RECIPIENT

- 1.01** THIS BID IS SUBMITTED TO: the New Hampshire Department of Environmental Services, 29 Hazen Drive, PO Box 95, Concord, NH 03302-0095, here in after referred to as the Owner.
- 1.02** The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

Article 2 – BIDDER’S ACKNOWLEDGEMENTS

- 2.01** Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.
- 2.02** Bidder acknowledges that execution of a contract is subject to receipt of all state and federal permits necessary to complete the work. If permits are not received, the bid security will be returned to the Successful Bidder.

Article 3 – BIDDER’S REPRESENTATIONS

- 3.01** In submitting this Bid, Bidder represents, as set forth in the Agreement, that:
 - A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>01</u>	<u>July 17, 2024</u>
<u>02</u>	<u>July 26, 2024</u>
<u>03</u>	<u>August 5, 2024</u>

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- B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.
- C. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in 102.05 (and Attachment 2) as containing reliable "technical data,".
- E. Bidder has considered the information known to Bidder; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents; and (3) Bidder's safety precautions and programs.
- F. Based on the information and observations referred to in Paragraph 3.01.E above, Bidder does not consider that further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

Article 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;

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- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding;
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.
- E. The Bidder accepts the state's terms and conditions that apply to the particular bid and any resulting purchase order or contract by filling out and signing Form P-37 and that any other terms and conditions submitted by the bidder are null and void;
- F. The Bidder will be subject to the terms and conditions stated on the purchase order relating to purchase; and
- G. The Bidder offers to sell to the state of New Hampshire the commodities or services indicated at the price or prices quoted and in compliance with the requirements and specifications of the bid.
- H. In addition to the foregoing, the Bidder shall, as part of his or her Bid submission, certify by notarized affidavit, signed under oath, that neither the Bidder, nor any of its subsidiaries, affiliates or principal officers:
 - 1. Has, within the past 2 years, been convicted of, or pleaded guilty to, a violation of RSA 356:2, RSA 356:4, or any state or federal law or county or municipal ordinance prohibiting specified bidding practices, or involving antitrust violations, which has not been annulled;
 - 2. Has been prohibited, either permanently or temporarily, from participating in any public works project pursuant to RSA 638:20;

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3. Has previously provided false, deceptive, or fraudulent information on a vendor code number application form, or any other document submitted to the state of New Hampshire, which information was not corrected as of the time of the filing a bid, proposal, or quotation;
4. Is currently debarred from performing work on any project of the federal government or the government of any state;
5. Has, within the past 2 years, failed to cure a default on any contract with the federal government or the government of any state;
6. Is presently subject to any order of the New Hampshire Department of Labor, the New Hampshire Department of Employment Security, or any other state department, agency, board, or commission, finding that the applicant is not in compliance with the requirements of the laws or rules that the department, agency, board, or commission is charged with implementing;
7. Is presently subject to any sanction or penalty finally issued by the New Hampshire Department of Labor, the New Hampshire Department of Employment Security, or any other state department, agency, board, or commission, which sanction or penalty has not been fully discharged or fulfilled;
8. Is currently serving a sentence or is subject to a continuing or unfulfilled penalty for any crime or violation noted in this section;
9. Has failed or neglected to advise the Owner of any conviction, plea of guilty, or finding relative to any crime or violation noted in this section, or of any debarment, within 30 days of such conviction, plea, finding, or debarment; or
10. Has been placed on the debarred parties list specified in Adm 606.11 within the past year.

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Article 5 – **BASIS OF BID**

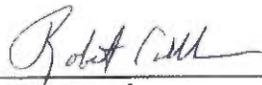
5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Bidder proposes to furnish all materials and complete the Scope of Work described in general in these Bid Documents and more specifically as described in the Technical Specifications of the Contract Documents and as illustrated on the Contract Drawings for the sum of

Four Million Four Hundred Twenty Nine Thousand
Three Hundred Sixty Dollars and Zero Cents (\$4,429,360.00).
(Words) (Numerals)

Bidder hereby agrees that requests for progress payments will be made on the basis of percentage of work complete by item for the items listed on the Schedule of Values, which follows on the following pages of this Bid Form. Bidder shall complete the Schedule of Values as part of the bid process. Bidder agrees that percentages of work completed are subject to approval by the Engineer and the Bureau, or their authorized representative and that the decision of the Bureau regarding the percentage completed will be the sole basis for progress payments.

Bidder hereby agrees that the Terms and Conditions of the Agreement under which the work will be executed will be those as specified in Division 1 of the Contract Documents.



Signature of
Person Legally Authorized
to Enter into Contractual
Agreement For Bidder

Robert Callahan

Printed or Typed Name

Charter Contracting Company, LLC

Printed or Typed Name
of Company
or Corporation

August 9, 2024

Date Signed

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MENDUMS POND DAM IMPROVEMENTS

BID ITEMS					
ITEM NO.	BID ITEM DESCRIPTIONS	UNIT	ESTIMATED QUANTITY	IN DOLLARS AND CENTS	
				BID ITEM UNIT PRICE	BID ITEM PRICE
01200-1	Mobilization, Demobilization and Preparatory Work <u>Six hundred thousand dollars</u> (Lump Sum Price written in words)	Lump Sum	NA	NA	\$ <u>600,000.00</u>
01200-2	Bonds and Insurances <u>Forty thousand dollars</u> (Lump Sum Price written in words)	Lump Sum	NA	NA	\$ <u>40,000.00</u>
01200-3	Care and Diversion of Water <u>Seven hundred seventy five thousand dollars</u> (Lump Sum Price written in words)	Lump Sum	NA	NA	\$ <u>775,000.00</u>
01200-4	Dewatering <u>One hundred seventy five thousand dollars</u> (Lump Sum Price written in words)	Lump Sum	NA	NA	\$ <u>175,000.00</u>
01200-5	Erosion and Sediment Control <u>Two hundred fifty thousand dollars</u> (Lump Sum Price written in words)	Lump Sum	NA	NA	\$ <u>250,000.00</u>
01200-6	Clearing and Grubbing <u>One hundred thousand dollars</u> (Unit Price written in words)	Acre	0.13	\$ <u>100,000.00</u>	\$ <u>13,000.00</u>
01200-7	Select Demolition and Removal <u>Twenty thousand dollars</u> (Lump Sum Price written in words)	Lump Sum	NA	NA	\$ <u>20,000.00</u>
01200-8a	Excavation - Stripping and Stockpiling of Topsoil <u>Twenty one dollars</u> (Unit Price written in words)	Cubic Yard	920	\$ <u>21.00</u>	\$ <u>19,320.00</u>

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MENDUMS POND DAM IMPROVEMENTS

BID ITEMS					
ITEM NO.	BID ITEM DESCRIPTIONS	UNIT	ESTIMATED QUANTITY	IN DOLLARS AND CENTS	
				BID ITEM UNIT PRICE	BID ITEM PRICE
01200-8b	Excavation – Temporary Support of Excavation Eight thousand dollars (Lump Sum Price written in words)	Lump Sum	NA	NA	\$ <u>8,000.00</u>
01200-8c	Excavation – Common Excavation Thirty five dollars (Unit Price written in words)	Cubic Yard	780	\$ <u>35.00</u>	\$ <u>27,300.00</u>
01200-8d	Excavation – Rock Excavation Three hundred seventy five dollars (Unit Price written in words)	Cubic Yard	130	\$ <u>375.00</u>	\$ <u>48,750.00</u>
01200-9a	Foundation Preparation – Foundation Cleaning (Rock Surface) Fifty dollars (Unit Price written in words)	Square Yard	100	\$ <u>50.00</u>	\$ <u>5,000.00</u>
01200-9b	Foundation Preparation – Dental Concrete Five hundred dollars (Unit Price written in words)	Cubic Yard	30	\$ <u>500.00</u>	\$ <u>15,000.00</u>
01200-9c	Foundation Preparation – Dental Mortar Five hundred dollars (Unit Price written in words)	Cubic Feet	20	\$ <u>500.00</u>	\$ <u>10,000.00</u>
01200-9d	Foundation Preparation – Slush Grout One hundred dollars (Unit Price written in words)	Square Yard	25	\$ <u>100.00</u>	\$ <u>2,500.00</u>
01200-10a	Fill – Approved Fill Sixty eight dollars (Unit Price written in words)	Cubic Yard	6,600	\$ <u>68.00</u>	\$ <u>448,800.00</u>

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MENDUMS POND DAM IMPROVEMENTS

BID ITEMS					
ITEM NO.	BID ITEM DESCRIPTIONS	UNIT	ESTIMATED QUANTITY	IN DOLLARS AND CENTS	
				BID ITEM UNIT PRICE	BID ITEM PRICE
01200-10b	Fill – Select Fill Sixty eight dollars (Unit Price written in words)	Cubic Yard	10	\$ 68.00	\$ 680.00
01200-10c	Fill – Fine Drainfill Eighty dollars (Unit Price written in words)	Cubic Yard	1,150	\$ 80.00	\$ 92,000.00
01200-10d	Fill – Medium Drainfill Eighty dollars (Unit Price written in words)	Cubic Yard	950	\$ 80.00	\$ 76,000.00
01200-10e	Fill – Coarse Drainfill Eighty dollars (Unit Price written in words)	Cubic Yard	200	\$ 80.00	\$ 16,000.00
01200-10f	Fill – Topsoil Forty dollars (Unit Price written in words)	Cubic Yard	1,000	\$ 40.00	\$ 40,000.00
01200-11	Riprap Seventy five dollars (Unit Price written in words)	Cubic Yard	30	\$ 75.00	\$ 2,250.00
01200-12a	Drain Pipe and Fittings – 8-inch HDPE Drain Pipe Eighty dollars (Unit Price written in words)	Linear Foot	480	\$ 80.00	\$ 38,400.00
01200-12b	Drain Pipe and Fittings – 10-inch HDPE Drain Pipe One hundred twenty dollars (Unit Price written in words)	Linear Foot	440	\$ 120.00	\$ 52,800.00

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MENDUMS POND DAM IMPROVEMENTS

BID ITEMS					
ITEM NO.	BID ITEM DESCRIPTIONS	UNIT	ESTIMATED QUANTITY	IN DOLLARS AND CENTS	
				BID ITEM UNIT PRICE	BID ITEM PRICE
01200-12c	Drain Pipe and Fittings – Drain Cleanouts Two thousand three hundred dollars (Unit Price written in words)	Each	5	\$ 2,300.00	\$ 11,500.00
01200-13a	Weir Boxes – Double Weir Boxes Fifty five thousand dollars (Unit Price written in words)	Each	2	\$ 55,000.00	\$ 110,000.00
01200-13b	Weir Boxes – Single Weir Boxes Fifty three thousand dollars (Unit Price written in words)	Each	1	\$ 53,000.00	\$ 53,000.00
01200-14	Existing Drain Modifications Twenty thousand dollars (Unit Price written in words)	Lump Sum	NA	NA	\$ 20,000.00
01200-15a	Reinforced Concrete – Wall Concrete Six hundred forty dollars (Unit Price written in words)	Cubic Yard	140	\$ 640.00	\$ 89,600.00
01200-15b	Reinforced Concrete – Slab Concrete Three thousand six hundred dollars (Unit Price written in words)	Cubic Yard	30	\$ 3,600.00	\$ 108,000.00
01200-15c	Reinforced Concrete – Reinforcing Steel Two dollars (Unit Price written in words)	Per Pound	28,000	\$ 2.00	\$ 56,000.00
01200-15d	Reinforced Concrete – Precast Concrete Manhole Three thousand eight hundred dollars (Lump Sum Price written in words)	Lump Sum	NA	NA	\$ 3,800.00

5/28/2024

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MENDUMS POND DAM IMPROVEMENTS

BID ITEMS					
ITEM NO.	BID ITEM DESCRIPTIONS	UNIT	ESTIMATED QUANTITY	IN DOLLARS AND CENTS	
				BID ITEM UNIT PRICE	BID ITEM PRICE
01200-16	Backfill Concrete Nine hundred twenty five dollars (Unit Price written in words)	Cubic Yard	20	\$ 925.00	\$ 18,500.00
01200-17	Rock Anchors Twenty thousand dollars (Unit Price written in words)	Each	4	\$ 20,000.00	\$ 80,000.00
01200-18a	Ductile Iron Pipe (DIP) – 30-inch diameter DIP One thousand three hundred dollars (Unit Price written in words)	Linear Foot	20	\$ 1,300.00	\$ 26,000.00
01200-18b	Ductile Iron Pipe (DIP) – 36-inch diameter DIP Two thousand one hundred dollars (Unit Price written in words)	Linear Foot	70	\$ 2,100.00	\$ 147,000.00
01200-18c	Ductile Iron Pipe (DIP) – 12-inch diameter DIP Five hundred dollars (Unit Price written in words)	Linear Foot	22	\$ 500.00	\$ 11,000.00
01200-19	Chain Link Fence Eight thousand dollars (Lump Sum Price written in words)	Lump Sum	NA	NA	\$ 8,000.00
01200-20	Aluminum Railing Thirteen thousand dollars (Lump Sum Price written in words)	Lump Sum	NA	NA	\$ 13,000.00
01200-21	Instrumentation Four hundred thousand dollars (Lump Sum Price written in words)	Lump Sum	NA	NA	\$ 400,000.00

5/28/2024

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MENDUMS POND DAM IMPROVEMENTS

BID ITEMS					
ITEM NO.	BID ITEM DESCRIPTIONS	UNIT	ESTIMATED QUANTITY	IN DOLLARS AND CENTS	
				BID ITEM UNIT PRICE	BID ITEM PRICE
01200-22	Permanent Seeding and Mulching Six thousand dollars (Unit Price written in words)	Acre	1.5	\$ 6,000.00	\$ 9,000.00
01200-23	Non-Woven Geotextile Seven dollars (Unit Price written in words)	Square Yard	80	\$7.00 NA	\$ 560.00
01200-24	Strip Drain Sixty dollars (Unit Price written in words)	Square Yard	60	\$60.00 NA	\$ 3,600.00
01200-25	Aluminum Grating Twenty eight thousand dollars (Lump Sum Price written in words)	Lump Sum	NA	NA	\$ 28,000.00
01200-26	Access Ladders Twelve thousand dollars (Lump Sum Price written in words)	Lump Sum	NA	NA	\$ 12,000.00
01200-27	Stop Log Guide and Trash Rack Guide Thirty five thousand dollars (Lump Sum Price written in words)	Lump Sum	NA	NA	\$ 35,000.00
01200-28	Impact Basin Stop Log Bay Ten thousand dollars (Lump Sum Price written in words)	Lump Sum	NA	NA	\$ 10,000.00
01200-29	Change Order Contingency four-hundred thousand dollars (Lump Sum Price written in words)	Lump Sum	NA	NA	\$ 400,000
Bid Price (Summation of all Line Item Bid Prices)					\$ 4,429,360.00

5/28/2024

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MENDUMS POND DAM IMPROVEMENTS

All specific cash allowances are included in the price(s) set forth above and have been computed in accordance with Article 9 of the General Conditions.

Unit Prices have been computed in accordance with paragraph 109.01B of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid Items will be based on actual quantities provided, determined as provided in the Contract Documents.

Article 6 – TIME OF COMPLETION

- 6.01** Bidder agrees that the Work will be substantially complete on or before April 30th, 2026 and will be completed and ready for final payment in accordance with 109.06.10 of the General Conditions on or before May 14th, 2026.
- 6.02** Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above, which shall be stated in the Agreement.

Article 7 – ATTACHMENTS TO THIS BID

- 7.01** The following documents are submitted with and made a condition of this Bid:
- A. Required Bid security in the form of Bid Bond (Specification Section 00310 – Bid Bond (Penal Sum), Payment Bond and Performance Bond, identified in Section 00200 – Instructions to Bidders in the form of a certified or bank check or bid bond;
 - B. List of Proposed Subcontractors;
 - C. List of Proposed Suppliers;
 - D. List of Project References;
 - E. Noncollusion Affidavit.
 - F. Proposed Schedule for Project Completion

Article 8 – DEFINED TERMS

- 8.01** The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

SUBMITTED on August 9, 2024.

5/28/2024

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MENDUMS POND DAM IMPROVEMENTS

If Bidder Is:

An Individual

Name (typed or printed): Not Applicable

By: _____ (SEAL)
(individual's signature)

Doing business as: _____

Business address: _____

Phone No.: _____ FAX No.: _____

A Partnership Limited Liability Company

Partnership Name: Charter Contracting Company, LLC

By: *Robert Callahan*
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): Robert Callahan

Business address: 500 Harrison Avenue, Suite 4R
Boston, MA 02118

Phone No.: 857-246-6800 FAX No.: N/A



A Corporation

Corporation Name: Not Applicable (SEAL)

State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(CORPORATE SEAL)

Attest _____
(Signature of Corporate Secretary)

Business address: _____

Phone No.: _____ FAX No.: _____

Date of Qualification to do business is _____

*Charter Contracting Company is a Limited Liability Company. A copy of our Certificate of Organization provides verification of individuals authorized to sign on our behalf.

5/28/2024

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MENDUMS POND DAM IMPROVEMENTS

A Joint Venture

Joint Venturer Name: Not Applicable (SEAL)

By: _____
(Signature of joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone No.: _____ FAX No.: _____

Joint Venturer Name: _____ (SEAL)

By: _____
(Signature -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Business address: _____

Phone No.: _____ FAX No.: _____

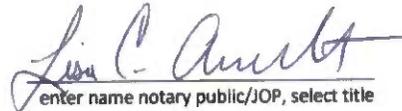
Phone and FAX Number, and Address for receipt of official communications:

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Notarized Affidavit

On this the 9th day of August, 2024, before the undersigned officer, personally appeared Robert Callahan (print name), President (title), who acknowledged himself to be the person who executed the foregoing instrument for the purpose therein contained.

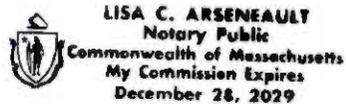
IN WITNESS WHEREOF, I hereunto set my hand and official seal.



enter name notary public/JOP, select title

My Commission Expires:

December 28, 2029 (date)



5/28/2024

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**CERTIFICATE OF AMENDMENT
OF
CHARTER CONTRACTING COMPANY, LLC**

Under the provisions of the Massachusetts Limited Liability Company Act (the "Act"), the undersigned hereby amends the Certificate of Organization of CHARTER CONTRACTING COMPANY, LLC and certifies as follows:

1. Identification Number: The identification number of the limited liability company is 001150727.
2. Name of the Limited Liability Company: The name of the limited liability company is CHARTER CONTRACTING COMPANY, LLC (the "LLC").
3. Date of Filing of Original Certificate: The date of filing the original Certificate of Organization of the LLC with the Commonwealth of Massachusetts was October 29, 2014.
4. Manager: The name and business address of the Manager of the LLC is as follows:

<u>Name</u>	<u>Address</u>
Charter Environmental, Inc.	500 Harrison Avenue, Suite 4R Boston, MA 02118

5. Execution of Documents: The name and business address of the person, in addition to the Manager, authorized to execute documents on behalf of the LLC to be filed with the Corporations Division is as follows:

<u>Name</u>	<u>Address</u>
Robert L. Delhome	500 Harrison Avenue, Suite 4R Boston, MA 02118

6. Execution of Documents Relating to Real Property: The names and business addresses of the persons authorized to execute, acknowledge, deliver and record on behalf of the LLC any recordable instrument purporting to affect an interest in real property, whether to be recorded with a registry of deeds or with a district office of the Land Court, are as follows:

<u>Name</u>	<u>Address</u>
Charter Environmental, Inc.	500 Harrison Avenue, Suite 4R Boston, MA 02118
Robert L. Delhome	500 Harrison Avenue, Suite 4R Boston, MA 02118

7. Amendments. The following provision are hereby amended:

A. Execution of Documents. The names and business addresses of the persons, in addition to the Manager, authorized to execute documents on behalf of the LLC to be filed with the Corporations Division are as follows:

<u>Name</u>	<u>Address</u>
Robert L. Delhome	500 Harrison Avenue, Suite 4R Boston, MA 02118
Robert Callahan, Jr.	500 Harrison Avenue, Suite 4R Boston, MA 02118

Under the penalties of perjury, the undersigned hereby affirms that the facts stated in this certificate are true, this 17 day of October, 2023.

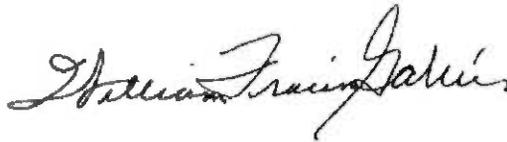
CHARTER CONTRACTING COMPANY, LLC

By: 
 Print Name: Robert L. Delhome
 Title: Manager

THE COMMONWEALTH OF MASSACHUSETTS

I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with me on:

October 17, 2023 02:06 PM



WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that CHARTER CONTRACTING COMPANY, LLC is a Massachusetts Limited Liability Company registered to do business in New Hampshire as CHARTER CONTRACTING COMPANY OF MA on December 31, 2014. 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: 719344

Certificate Number: 0006747343



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 5th day of August A.D. 2024.

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

David M. Scanlan
Secretary of State

CERTIFICATE OF VOTE OF AUTHORIZATION TO SIGN**- Evidence of Authority to Sign -**

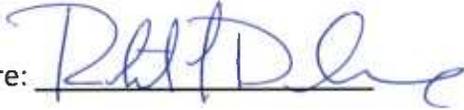
I, **Robert L. Delhome, Manager of Charter Contracting Company, LLC**, with a principal office located at 500 Harrison Avenue, Suite 4R, Boston, MA 02118, do hereby certify that a duly authorized meeting of the General Members of the above-named Company was held on October 17, 2023. At this time, a quorum of Members was present.

It was VOTED that **Robert Callahan, Jr., President** of this Company, be and hereby is authorized to submit bids and to execute contracts, bonds, and other instruments in the name and on behalf of said Company and affix its seal thereto. Such submissions of any bid or execution of any contract or the instrument or obligation in this organization's name on its behalf by the above-named Member shall be valid and binding on the Company.

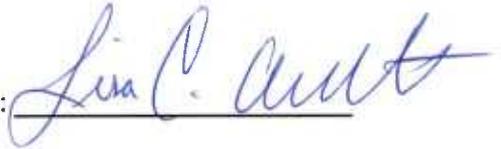
I hereby certify that I am the Manager of this Company, that the above-named Member was duly elected to the above-stated title, and that the above-stated VOTE has not been amended or rescinded and remains in full force and effect.

Manager**Notary**

Signature: _____

Name: Robert L. DelhomeDate: September 9, 2024

Signature: _____

Name: Lisa C. ArseneaultDate: September 9, 2024

(Corporate Seal)



(Notary Seal)



LISA C. ARSENEAULT
Notary Public
Commonwealth of Massachusetts
My Commission Expires
December 28, 2029

My commission Expires: December 28, 2029



CERTIFICATE OF LIABILITY INSURANCE

9/28/2025

DATE (MM/DD/YYYY)

9/20/2024

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

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

PRODUCER Lockton Companies, LLC 1185 Avenue of the Americas, Suite 2010 New York NY 10036 646-572-7300	CONTACT NAME: _____	
	PHONE (A/C, No, Ext): _____	FAX (A/C, No): _____
E-MAIL ADDRESS: _____		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Steadfast Insurance Company		26387
INSURER B : Zurich American Insurance Company		16535
INSURER C : Allied World Assurance Company (U.S.) Inc.		19489
INSURER D : Aspen American Insurance Company		43460
INSURER E : _____		
INSURER F : _____		

INSURED
 1492720 Charter Contracting Company, LLC
 500 Harrison Ave.
 Suite 4R
 Boston MA 02118

COVERAGES **CERTIFICATE NUMBER:** 20877612 **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER: _____	N	N	GPL6469272-02	9/28/2024	9/28/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 25,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/>	N	N	BAP6135768-02	9/28/2024	9/28/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
A C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	N	N	SXS6469277-02 0313-5722	9/28/2024 9/28/2024	9/28/2025 9/28/2025	EACH OCCURRENCE \$ 15,000,000 AGGREGATE \$ 15,000,000 \$ XXXXXXXX
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC6135770-02	9/28/2024	9/28/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Property/Contractors Equipment	N	N	IMZ461524	9/28/2024	9/28/2025	Limit: \$1,060,000 Ded: \$1,000 C/E: \$8,692,783 Ded: \$1,000 L/R: \$1,000,000

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

CERTIFICATE HOLDER**CANCELLATION** See Attachment

20877612
 New Hampshire Department of Environmental Services
 29 Hazen Drive
 PO Box 95
 Concord, NH 03302-0095

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

Company Name: Charter Contracting Company, LLC

Project Name: Mendums Pond Dam Improvements Reconstruction Project

Project Number: RFB DES D184001

WORK CERTIFICATE

for all Contractors before beginning work on public projects

Certification Requirements of RSA 21-I:80 and RSA 228:4-b

By New Hampshire law, before any work is done on any major state project or any work on any highway, bridge or other construction, reconstruction, alteration or maintenance project, each contractor, subcontractor, and independent contractor shall complete and sign this form and provide the following:

1. Attach a certificate of your current Workers' Compensation Insurance coverage, naming NH Department of Environmental Services, 29 Hazen Drive - PO Box 95, Concord, NH 03302-0095 as the certificate holder. Workers' Compensation insurance policies must show *a specific endorsement for the State of New Hampshire*.

Per NH RSA 228:4-b. Workers' Compensation Insurance must cover all individuals performing work on site and shall remain in effect for the duration of the contractor's work on the project. No excluded individual, owner, or officer may perform work on site, without exception. All persons performing work on site must have workers' compensation coverage on file with the NH Department of Labor.

2. Provide below an estimate of the total number of workers anticipated to be employed on the project during the contract period, and a number of days (8-hour periods), applied to each insurance classification code applicable to the work to be performed:

Number of workers	Days	Classification code & description of work
1	222 Days	WC Code 5606 - Contractor Exec Super Desc: Site Superintendent
4-6	222 Days	WC Code 6217 - Excavation/Grading/Blast Desc: Project Laborers and Equipment Operators
1-4	262 Days	WC Code 8810 - Clerical Desc: Office & Project Mgmt employees primarily working remotely

[Attach additional sheets as necessary]

3. Provide proof of compliance with NH Department of Labor safety program requirements under RSA 281-A:64, in the following form:

- a. By signing and submitting this form, you agree to provide employees with safe employment; to furnish personal protective equipment, safety appliances and safeguards; to ensure that such equipment, appliances and safeguards are used regularly; and to adopt work methods and procedures which will protect the life, health, and safety of employees.

Do you have 15 or more employees working in New Hampshire? (check one) Yes or No

IF YES, you agree to administer a joint loss management committee composed of following named persons:

Employer representatives: _____

IF YES, you are required to prepare a written safety program and file a Safety Summary Form with the NH Department of Labor under regulations Lab 515.16 and Lab 602.02. This requirement applies to all employers, including non-resident employers. Businesses with 15 or more employees working in New Hampshire need to file the Safety Summary Form only once. If you have questions about the Safety Summary Form or your company's needs, please contact a New Hampshire Department of Labor Safety inspector at (603) 271-6850 or (603) 271-6297.

By signing and submitting this form, you are providing a sworn statement that workers' compensation coverage shall remain in effect, covering each person controlled or directed by you to work on the project, for the duration of his or her anticipated work on the project. You further acknowledge and confirm that you will not permit or direct any person excluded from your insurance coverage to work on the project. Any person who fails to comply or who falsifies information is subject to a civil penalty of up to \$2,500 plus \$100 per person per day of noncompliance and shall not be allowed to bid or work on state projects for up to 5 years.

Robert Callahan, President
Printed Name and Title of Authorized Agency Official


Signature of Authorized Agency Official

Date: 9/3/2024

Company Name: Charter Contracting Company, LLC

Address: 500 Harrison Avenue, Suite 4R, Boston, MA 02118

Telephone number: 857-246-6800 **E-mail address:** rcallahan@charter.us

**** This Form and all supporting documentation shall be returned to the Prime Contractor, who shall forward it with each subcontractor approval submission to NHDES.**

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

Charter Contracting Company, LLC

(Name of Contractor)

500 Harrison Avenue, Suite 4R, Boston, MA 02118

(Address of Contractor)

a Limited Liability Company, hereinafter called Principal,
(Corporation, Partnership or Individual)

and Arch Insurance Company

(Name of Surety)

Harborside 3, 210 Hudson Street, Suite 300, JERSEY CITY, NJ 07311 - 1107

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

Treasurer - State of New Hampshire

(Name of Owner)

25 Capitol Street #121, Concord, NH, 03301

(Address of Owner)

hereinafter called **OWNER** and unto all persons, firms, and corporations who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns, in the total aggregate penal sum of Four Million, Four Hundred Twenty Nine Thousand, Three Hundred Sixty and 00/100 Dollars, (\$ 4,429,360.00) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the **OWNER**, dated the 3rd day of September 20 24, a copy of which is hereto attached and made a part hereof for the construction of:

RFB DES D184001 Mendums Pond Dam Improvements Reconstruction Project, Nottingham, NH

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, and corporations furnishing materials for or performing labor in the prosecution of the **WORK** provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such **WORK**, and for all labor cost incurred in such **WORK** including that be a subcontractor, and to any mechanic or materialman lienholder whether it acquires its lien by operation of State or Federal Law; then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, that beneficiaries or claimants hereunder shall be limited to the subcontractors, and persons, firms, and corporations having a direct contract with the PRINCIPAL or its SUBCONTRACTORS.

PROVIDED FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the **WORK** to be performed thereunder or the **SPECIFICATIONS** accompanying the same shall in any way affect its obligation on this **BOND**, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the **WORK** or to the **SPECIFICATIONS**.

PROVIDED, FURTHER that no suit or action shall be commenced hereunder by any claimant: (a) Unless claimant, other than one having a direct contract with the PRINCIPAL shall have given written notice to any two of the following: The PRINCIPAL, the OWNER, or the SURETY above named within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the PRINCIPAL, OWNER, or SURETY, at any place where an office is regularly maintained for the transaction business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer. (b) After the expiration of one (1) year following the date on which PRINCIPAL ceased work on said CONTRACT, it being understood, however, that if any limitation embodied in the BOND is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

PROVIDED, FURTHER, that it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment", wherever used in this BOND and whether referring to this BOND, the contract or the loan Documents shall include any alteration, addition, extension or modification of any character whatsoever.

PROVIDED FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in Two (2) counterparts, each one of (number)

which shall be deemed an original, this 3rd day of September, 2024.

ATTEST:

 [Signature]
(Principal) Secretary

Charter Contracting Company, LLC
Principal

BY [Signature]
Robert Callahan, President
500 Harrison Avenue, Suite 4R
(Address)
Boston, MA 02118

By: [Signature]
Witness as to Principal
500 Harrison Ave, 4R, Boston, MA 02118
(Address)

ATTEST:

By [Signature]
Witness as to Surety Kathleen M. Coen
Harborside 3, 210 Hudson Street, Suite 300
JERSEY CITY, NJ 07311 - 1107
(Address)

Arch Insurance Company
(Surety)
BY [Signature]
Astley Martin, Attorney-in-Fact
Harborside 3, 210 Hudson Street, Suite 300
(Address)
JERSEY CITY, NJ 07311 - 1107



NOTE: Date of **BOND** must not be prior to date of Contract.
If **CONTRACTOR** is partnership, all partners should execute **BOND**.

IMPORTANT: Surety companies executing **BONDS** must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of New Hampshire.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

Charter Contracting Company, LLC
(Name of Contractor)
500 Harrison Avenue, Suite 4R, Boston, MA 02118
(Address of Contractor)

a Limited Liability Corporation, hereinafter called Principal,
(Corporation, Partnership or Individual)

and Arch Insurance Company
(Name of Surety)
Harborside 3, 210 Hudson Street, Suite 300, JERSEY CITY, NJ 07311 - 1107
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

Treasurer - State of New Hampshire
(Name of Owner)
25 Capitol Street #121, Concord, NH, 03301
(Address of Owner)

hereinafter called **OWNER**, in the total aggregate penal sum of

Four Million, Four Hundred Twenty Nine Thousand, Three Hundred Sixty and 00/100 Dollars, \$ (4,429,360.00)

in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the **OWNER**, dated 3rd day of September 2024, a

copy of which is hereto attached and made a part hereof for the construction of:

RFB DES D184001 Mendums Pond Dam Improvements Reconstruction Project, Nottingham, NH

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extension thereof which may be granted by the **OWNER**, with or without notice to the Surety and during the one year guaranty period, and if the **PRINCIPAL** shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the **OWNER** from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the **OWNER** all outlay and expense which the **OWNER** may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to **WORK** to be performed thereunder or the specifications accompanying same shall in any way affect its obligation on

this **BOND**, and it does hereby waive notice of any such change, extension of time alteration or addition to the terms of the contract or to the **WORK** or to the specifications.

PROVIDED, FURTHER, that it is expressly agreed that this **BOND** shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the **PRINCIPAL** and the **SURETY** to the full and faithful performance of the Contract as so amended. The term "Amendment", wherever used in this **BOND** and whether referring to this **BOND**, the contract or the loan Documents shall include any alteration, addition, extension or modification of any character whatsoever.

PROVIDED, FURTHER, that no final settlement between the **OWNER** and the **CONTRACTOR** shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in Two (2) counterparts, each one of (number)

which shall be deemed an original, this

3rd day of September, 2024.



By: [Signature]
Principal Secretary

Charter Contracting Company, LLC
Principal

BY [Signature]
Robert Callahan, President
500 Harrison Avenue, Suite 4R
(Address)

By: [Signature]
Witness as to Principal
500 Harrison Ave, Suite 4R
(Address)
Boston, MA 02118

Boston, MA 02118

ATTEST:
By [Signature]
Witness as to Surety Kathleen M. Coen
Harborside 3, 210 Hudson Street, Suite 300
JERSEY CITY, NJ 07311 - 110
(Address)

Arch Insurance Company
(Surety)
BY [Signature]
Ashley Martin, Attorney - in - Fact
Harborside 3, 210 Hudson Street, Suite 300
(Address)
JERSEY CITY, NJ 07311 - 1107



NOTE: Date of **BOND** must not be prior to date of Contract.
If **CONTRACTOR** is Partnership, all partners should execute **BOND**

IMPORTANT: Surety companies executing **BONDS** must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of New Hampshire.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Abigail E Curtiss, Ashley Martin, Dana E Wlum, Holly Tallone, Jessica Hedrick, Jordan Fisher, Julia C. Zalesky, Kathleen M. Coen and Kelly Wolff of Farmington, CT (EACH)

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding One Hundred Fifty Million Dollars (\$150,000,000.00). This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on August 31, 2022, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on August 31, 2022:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on August 31, 2022, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 10th day of May, 2024.

Attested and Certified

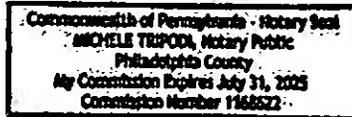
Regan A. Shulman, Secretary



Arch Insurance Company
Stephen C. Ruschak, Executive Vice President

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

I, Michele Tripodi, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.



Michele Tripodi, Notary Public
My commission expires 07/31/2025

CERTIFICATION

I, Regan A. Shulman, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated May 10, 2024 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this ___ day of ___ 20 24.

Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance Company Claims Department
Surety Claims
P.O. Box 542033
Omaha, NE 68154
suretyclaims@archinsurance.com



To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com
Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.

ARCH INSURANCE COMPANY
STATEMENT OF FINANCIAL CONDITION
DECEMBER 31, 2023

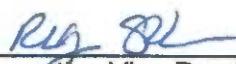
Assets

Cash & Cash Equivalents in Banks	\$328,130,777
Bonds owned	6,481,021,338
Stocks	813,423,103
Premiums in course of collection	945,968,974
Accrued interest and other assets	<u>1,398,321,681</u>
 Total Assets	 <u>\$ 9,966,865,873</u>

Liabilities

Reserve for losses and adjustment expenses	\$3,580,722,897
Reserve for unearned premiums	1,770,436,315
Ceded reinsurance premiums payable	1,021,006,333
Amounts withheld or retained by company for account of others	165,467,758
Reserve for taxes, expenses and other liabilities	<u>986,839,682</u>
 Total Liabilities	 \$7,524,472,985
 Surplus as regards policyholders	 <u>2,442,392,888</u>
 Total Surplus and Liabilities	 <u>\$9,966,865,873</u>

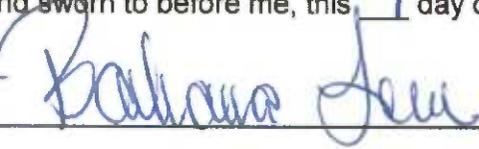
By: 
Executive Vice President, Chief
Financial Officer and Treasurer

Attest: 
Executive Vice President,
General Counsel and Secretary

State of New Jersey)
) SS
County of Hudson)

Thomas James Ahern, Executive Vice President, Chief Financial Officer and Treasurer and Regan Shulman, Executive Vice President, General Counsel and Secretary being duly sworn, of ARCH INSURANCE COMPANY, Missouri; and that the foregoing is a true and correct statement of financial condition of said company, as of December 31, 2023.

Subscribed and sworn to before me, this 7 day of March 2024

Notary Public 

BARBARA A. LEE
Commission # 50107758
Notary Public, State of New Jersey
My Commission Expires
June 27, 2024

