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

**Robert R. Scott, Commissioner**

90 - 10/21/26

September 14, 2026

Her Excellency, Governor Kelly A. Ayotte
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 SumCo Eco-Contracting, LLC, Wakefield, MA (VC# 218584-B001) in the amount of $6,398,830 for construction services for improvements to the outlet works and Broome Gate facility at Murphy Dam in Pittsburg, NH, effective upon Governor and Council approval through December 31, 2028. Funding is Connecticut-Coos Project Funds 70.3%, and 29.7% Capital (General) Funds.

2. Further authorize that a contingency in the amount of $500,000 be approved for unanticipated site expenses for improvements to the outlet works and Broome Gate facility at Murphy Dam in Pittsburg, NH, bringing the total to $6,898,830, effective upon Governor and Council approval through December 31, 2028. 100% Capital (General) Funds.

Funding is available in the accounts as follows:

| | FY 2027 |
|---|---|
| 03-44-44-442010-3812-102-500731 | $4,500,000 |
| Dept. of Environmental Services, Connecticut-Coos Project, Contracts for Program Services | |
| 03-44-44-440030-2573-034-500161 | $ 2,398,830 |
| Dept. of Environmental Services, L21, 107:1:V-2, Dam Repairs & Reconstruction, Capital Projects | |

## EXPLANATION

This contract is for improvements to the outlet works and Broome Gate facility at Murphy Dam in Pittsburg, a high hazard dam, with potential breach impacts to numerous downstream communities, road crossings, and dams along the Connecticut River. The existing outlet works and control building are part of the original dam construction project completed in 1940, with two Dow Valves controlling temperature sensitive base flow to the Connecticut River through the 13 foot diameter penstock at the base of the dam. The Dow Valves and associated electrical controls and operators are almost 90 years old and have experienced significant deterioration, operational malfuntion, and degradation of key mechanical components. The valves and systems are in need of replacement to assure reliable operation, flow measurement, and flow control.

The existing Dow Valves will be replaced with contemporary custom JetFlow Gates along with all of the electrical controls and flow measurement devices. The existing concrete stilling basin at the outlet of the penstock will also need some improvements to accommodate the new gates. Flow in the penstock is controlled by a 13 x 13 foot Broome Gate operated from a gatehouse on top of the dam embankment. The contract will include Alternate Bid Items for replacement of the gasoline engine used to power the hoist to operate the Broome Gate and to replace the roof of the octagonal Broome Gate House.

The engineering consulting firm of GFT Infrastructure, Inc. (GFT), designed the project and will be providing construction oversight services under separate contract.

A Request for Bids was prepared and advertised on the Department of Administrative Services Purchasing website. Contractors interested in submitting a bid were required to attend a Pre-Bid Meeting at Murphy Dam on May 20, 2026. 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 project schedule.

NHDES received four bid packages as listed below. Bids were delivered to NHDES by June 26, 2026, and opened publicly that afternoon. GFT 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.

| Firm Name | Basis of Award |
|---|---|
| Cianbro Corporation, Pittsfield, MA | $7,569,120 |
| New England Infrastructure, Inc., Hudson, MA | $8,635,865 |
| Kingsbury Companies, LLC, Middlesex, VT | $8,779,850 |
| SumCo Eco-Contracting, LLC, Peabody, MA | $6,898,830 |

As a result of the low bid and due diligence to confirm the qualifications and capabilities of the respondents, NHDES recommends awarding the contract to SumCo Eco-Contracting, LLC. NHDES tentatively provided them a Notice of Award on August 3, 2026 in preparation of the contract documents. This firm has satisfactorily completed similar dam related projects that include water control, concrete work, earthwork stabilization, and valve installation in New England within the last five years, and has the resources necessary to complete the project 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**

**1. IDENTIFICATION.**

| | | | |
|---|---|---|---|
| 1.1 State Agency Name<br>NH Department of Environmental Services | | 1.2 State Agency Address<br>29 Hazen Drive - PO Box 95<br>Concord, NH 03302-0095 | |
| 1.3 Contractor Name<br>SumCo Eco-Contracting, LLC | | 1.4 Contractor Address<br>401 Edgewater Place, Suite 680<br>Wakefield, MA 01880 | |
| 1.5 Contractor Phone Number<br>(978) 744 - 1515 | 1.6 Account Unit and Class<br>03-44-44-442010-3812-102-500731<br>03-44-44-440030-2573-034-500161 | 1.7 Completion Date<br>12/31/2028 | 1.8 Price Limitation<br>$6,898,830.00 |
| 1.9 Contracting Officer for State Agency<br>Corey J. Clark, PE, Chief Engineer, Dam Bureau | | 1.10 State Agency Telephone Number<br>(603) 271-1961 | |
| 1.11 Contractor Signature<br>Date: 8/5/26 | | 1.12 Name and Title of Contractor Signatory<br>Richard Sumner<br>Manager | |
| 1.13 State Agency Signature<br>Date: 9/17/26 | | 1.14 Name and Title of State Agency Signatory<br>Robert R. Scott<br>Commissioner | |
| 1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*<br>By: | | Director, On: | |
| 1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*<br>By: | | On: 9/28/2026 | |
| 1.17 Approval by the Governor and Executive Council *(if applicable)*<br>G&C Item number: | | G&C Meeting Date: | |



Contractor Initials RS
Date 8/5/26

**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.



Contractor Initials RS
Date 8/5/26

**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.



Contractor Initials _____

Date 8/5/26

**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
Date 8/5/26

# EXHIBIT A
# SPECIAL CONDITIONS

There are no Special Conditions.



Contractor Initials RB
Date 8/5/26

# EXHIBIT B
# SERVICES

Construction for the Murphy Dam Outlet Works Improvements Project (NHDES Dam No. D194012) as designed and specified by GFT.

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 Lake Francis in Coos 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:

- Replacement of existing 84-inch DOW valves with two 72-inch jet-flow gates and new hydraulic operator systems.
- Installation of concrete-encased steel penstock liner extensions and associated structural repairs.
- Construction of a reinforced concrete operator platform with hydronic heating, jib crane, and new safety railings/fencing.
- Electrical upgrades including new control paneling, conduit, and ultrasonic flow-meter installations.
- Access road improvements, erosion-control measures, and selective demolition of existing valves/equipment.

The Project Manual issued in April 2026 and Addendums No. 1 (dated May 8, 2026), No. 2 (dated May 19, 2026), No. 3 (dated May 27, 2026), No. 4 (dated June 10, 2026), No. 5 (dated June 11, 2026), No. 6 (dated June 18, 2026), No. 7 (dated June 19, 2026) and No. 8 (dated June 22, 2026) are incorporated as part of Exhibit B by reference. The Project Manual cover and table of contents and Addendums 1-8 cover sheets are attached.



Contractor Initials
Date 8/5/26

# MURPHY DAM – NHDES #D194012

## MURPHY DAM OUTLET WORKS IMPROVEMENTS PROJECT

PITTSBURG, NEW HAMPSHIRE

APRIL 2026

### AGENCY:

The New Hampshire Department of Environmental Services - Dam Bureau

29 Hazen Drive

Concord, NH 03302

### RESIDENT PROJECT REPRESENTATIVE:

GFT

101 W Washington Street

Marquette, MI 49855



Contractor Initials RJ

Date 8/5/26

# TABLE OF CONTENTS


| DIVISION 0 – BIDDING AND CONTRACT REQUIREMENTS | | Page |
|---|---|---|
| SCHEDULE OF PRICES | | |
| 00020 | NOTICE TO CONTRACTORS | 00020-1 |
| 00200 | INSTRUCTIONS TO BIDDERS | 00200-1 |
| 00301 | BID FORM | 00301-1 |
| 00310 | BID BOND | 00310-1 |
| | PAYMENT BOND | |
| | PERFORMANCE BOND | |
| 00320 | NONCOLLUSION AFFADAVIT | 00320-1 |
| 00340 | BIDDER EXPERIENCE FORM | 00340-1 |
| 00500 | AGREEMENT | 00500-1 |
| | P-37 FORM | |
| 00700 | GENERAL CONDITIONS | 00700-1 |
| 00805 | SUPPLEMENTARY CONDITIONS | 00805-1 |
| | CHANGE ORDER | |
| | NOTICE OF AWARD | |
| 00840 | SPECIAL CONDITIONS – SCHEDULE AND SEQUENCE | 00840-1 |
| 00860 | SPECIAL CONDITIONS – PERMITS AND APPROVALS | 00860-1 |

| DIVISION 1 – GENERAL REQUIREMENTS (TECHNICAL SPECIFICATIONS) | | |
|---|---|---|
| 01110 | TABLE OF CONTENTS DIVISION 1 | 01110-1 |
| 01200 | PRICE AND PAYMENTS PROCEDURES | 01200-1 |

| DIVISION 2 – SITE CONSTRUCTION | | Page |
|---|---|---|
| 02222 | DEMOLITION | 02222-1 |
| 02230 | SITE CLEARING | 02230-1 |
| 02235 | STRIPPING AND STOCKPILING OF SOIL | 02235-1 |
| 02273 | RIPRAP | 02273-1 |
| 02310 | GRADING | 02310-1 |
| 02322 | EXCAVATION | 02322-1 |
| 02323 | FILL | 02323-1 |
| 02324 | TRENCHING | 02324-1 |
| 02370 | EROSION AND SEDIMENT CONTROL | 02370-1 |
| 02582 | UNDERGROUND DUCTS AND MANHOLES | 02582-1 |
| 02821 | CHAIN LINK FENCES AND GATES | 02821-1 |




Contractor Initials
Date 8/5/26

| | | |
|---|---|---|
| 02921 | TOPSOILING AND SEEDING | 02921-1 |

| DIVISION 3 – CONCRETE | | Page |
|---|---|---|
| 03100 | CONCRETE FORMS AND ACCESSORIES | 03100-1 |
| 03200 | CONCRETE REINFORCMENT | 03200-1 |
| 03300 | CAST-IN-PLACE CONCRETE | 03300-1 |
| 03600 | GROUTS | 03600-1 |
| 03920 | CONCRETE REPAIR | 03920-1 |

| DIVISION 5 – METALS | | Page |
|---|---|---|
| 05500 | METAL FABRICATIONS | 05500-1 |

| DIVISION 7 – WOOD, PLASTICS, AND COMPOSITES | | Page |
|---|---|---|
| 07311 | ASPHALT SHINGLES | 07311-1 |
| 07620 | SHEET METAL FLASHING AND TRIM | 07620-1 |

| DIVISION 9 – FINISHES | | Page |
|---|---|---|
| 09900 | PAINTING | 09900-1 |

| DIVISION 13 – SPECIAL CONSTRUCTION | | Page |
|---|---|---|
| 13430 | INSTRUMENT ENCLOSURES AND CONTROL PANELS | 13430-1 |

| DIVISION 16 – ELECTRICAL | | Page |
|---|---|---|
| 16050 | BASIC ELECTRICAL MATERIALS AND METHODS | 16050-1 |
| 16060 | GROUNDING AND BONDING | 16060-1 |
| 16070 | HANGERS AND SUPPORTS | 16070-1 |
| 16075 | ELECTRICAL IDENTIFICATION | 16075-1 |
| 16080 | ELECTRICAL TESTING | 16080-1 |
| 16122 | LOW-VOLTAGE WIRE CABLE AND ACCESSORIES | 16122-1 |
| 16131 | CONDUIT AND TUBING | 16131-1 |
| 16138 | BOXES | 16138-1 |

| DIVISION 23 – HEATING, VENTILATION AND AIR CONDITIONING | | Page |
|---|---|---|
| 23830 | RADIANT HEATING SYSTEM | 23830-1 |

| DIVISION 35 – WATERWAY AND MARINE CONSTRUCTION | | Page |
|---|---|---|
| 35222 | JET FLOW GATES | 35222-1 |




Contractor Initials _____
Date 8/5/26

| DIVISION 40 – PROCESS INTEGRATION | | Page |
|---|---|---|
| 40710 | FLOW MEASUREMENT | 40710-1 |

| DIVISION 41 – JIB CRANE | | Page |
|---|---|---|
| 41221 | JIB CRANE | 41221-1 |


CONTRACT DRAWINGS (Included separately as ATTACHMENT 1)

| Drawing No. | Title |
|---|---|
| G-1 | COVER SHEET |
| G-2 | GENERAL NOTES AND LEGEND |
| G-3 | PROJECT REHABILITATION SCHEDULE |
| G-4 | ALIGNMENT LAYOUT & SURVEY CONTROL PLAN |
| C-1 | EXISTING PLAN WITH AERIAL |
| C-2 | PENSTOCK PLAN AND PROFILE |
| C-3 | OUTLET WORKS EXISTING PLAN AND PROFILE |
| C-4 | OUTLET WORKS EXISTING CONTROL BUILDING PLANS |
| C-5 | OUTLET WORKS EXISTING CONTROL BUILDING SECTIONS |
| C-6 | OUTLET WORKS DEMOLITION PLAN AND ELEVATION |
| C-7 | OUTLET WORKS DEMOLITION SECTION AND ELEVATION |
| C-8 | PROPOSED STAGING AREA GRADING PLAN |
| C-9 | OUTLET WORKS PROPOSED PLAN AND PROFILE |
| C-10 | PROPOSED PENSTOCK LINER EXTENSION PLAN AND SECTIONS |
| C-11 | CONCRETE REPAIR DETAILS |
| A-1 | OUTLET WORKS CONTROL BUILDING ROOF REPAIRS PLAN AND ELEVATIONS |
| S-1 | PROPOSED HEADWALL PLATFORM PLAN, ELEVATION AND DETAILS |
| S-2 | LINER EXTENSION AND FLANGE DETAILS |
| S-3 | LOADING PLATFORM, SECTION AND DETAILS |
| S-4 | MISCELLANEOUS STRUCTURAL DETAILS |
| ES-1 | EROSION AND SEDIMENT CONTROL PLAN |
| ES-2 | EROSION AND SEDIMENT CONTROL DETAILS |
| ES-3 | EROSION AND SEDIMENT CONTROL NOTES |
| E-1 | ELECTRICAL PLAN |
| M-1 | HYDRONIC HEATING SYSTEM P & ID DIAGRAM |



Contractor Initials RL
Date 8/5/26

**Murphy Dam Outlet Works Improvements Project, Pittsburg, NH**

**ADDENDUM NO. 1**

To: All Prospective Bidders
Murphy Dam Outlet Works Improvements Project

Location: Pittsburg, NH

From: Charlie Krautmann – NHDES Dam Bureau
Josh Paquet – GFT

Re: **Addendum No. 1**

Date: May 8th, 2026

---

Please find the following **ADDENDUM NO. 1** for the Murphy Dam Outlet Works 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 addendum number and date shall be entered in the space provided in Section 00301 – Bid Form, Article 3 – 3.01A

Please note bids are due **Friday, June 19th, 2026 at 1300 (EST)**. Hard copy bids must be received as stipulated in the Contract Documents.

This Addendum has been issued to address clarifications in the Contract Specifications, Permits as well as notification to prospective bidders for the required prebid sitewalk on Wednesday, May 20th, 2026:

**Item #1: May 20th, 2026 Required Prebid Sitewalk – Sub-Basement**

NHDES will provide access to the sub-basement provided that all prospective bidders bring a **chest or full-body harness appropriate for confined space entry**. A davit arm will be available at the basement level to facilitate climbing down the ladder for sub-basement inspection.

**Item #2: May 20th, 2026 Required Prebid Sitewalk – Outlet Works Concrete Stilling Basin**

NHDES will shut off water through the penstock the day prior to the site walk to allow bidders to climb down a ladder into the concrete stilling basin and, if desired, inspect the two existing Dow valves. Due



Contractor Initials RJS
Date 5/5/26

to expected leakage, the use of **chest waders is strongly recommended.**
At the conclusion of the site walk, the broom gate will be opened to allow bidders to observe normal flow conditions through the penstock.

**Item #3: Section 00301 – Bid Form Article 5 Basis of Bid - Bid Item 01200-8g, Seeding and Restoration**

A total of **0.5 acres** is to be restored with seeding. The seed mix shall consist of the following, or approved equivalents, based on the USDA NRCS guidance document (A Guide to Conservation Plantings on Critical Areas for the Northeast):

1. 5a
2. 5b
3. 7

**Item #4: Section 00200 – Instruction to Bidders, Article 15 – Submittal of Bid, 15.01 B. Proposed Schedule for Project Completion; and Section 00301 – Bid Form, Article 7 – Attachments to this Bid, 7.01 F. Proposed Schedule for Project Completion**

Prospective bidders are required to provide a proposed project completion schedule as part of the bid package, in accordance with Section 00840 – Special Conditions, Schedule and Sequence, Part 1 – General. In particular, bidders should ensure that their proposed schedules align with the specified periods during which the broome gate may be closed - **between October 1 and January 1, and April 1 and June 1** - assuming all other conditions outlined in this Section and the Contract Document are satisfied.

**Item #5:** Refer to Attachment A for the **NHDES Shoreland Permit-By-Notification 2026-01072** which satisfies Section 00860 – Special Conditions – Permits and Approvals, Part 1 – General 1.01.



Contractor Initials RS
Date 8/5/26

## Attachment A

NHDES Shoreland Permit-By-Notification 2026-01072



Contractor Initials
Date 8/5/26

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

Robert R. Scott, Commissioner

**SHORELAND PERMIT-BY-NOTIFICATION 2026-01072**

**NOTE CONDITIONS**

| | | |
|---|---|---|
| **PERMITTEE:** | **NHDES DAM BUREAU**<br>**CHARLES S KRAUTMANN**<br>**PO BOX 95 29 HAZEN DR**<br>**CONCORD NH 03301** | |
| **PROJECT LOCATION:** | **MURPHY DAM RD, PITTSBURG**<br>**TAX MAP # B3, LOT # 30-1** | |
| **WATERBODY:** | **Connecticut River** | |
| **APPROVAL DATE:** | **MAY 05, 2026** | **EXPIRATION DATE: MAY 05, 2031** |

Shoreland Permit by Notification 2026-01072 has been accepted as complete in accordance with RSA 483-B:5-b, I, (a). The New Hampshire Department of Environmental Services (NHDES) hereby issues this Shoreland Permit by Notification, with conditions pursuant to RSA 483-B:6, II that work may proceed pursuant to RSA 483-B:5-b, I, (a). The conduct of regulated activities other than those shown in the accepted Permit by Notification will invalidate this notice.

**DESCRIPTION OF APPROVED IMPACT:**
Impact 13,440 square feet of protected shoreland in order to provide access for construction at the Murphy Dam outlet works building and construct a concrete platform.

**THE FOLLOWING STANDARD PROJECT CONDITIONS SHALL BE MET PURSUANT TO ENV-WQ 1406.20:**

1. Erosion and siltation control measures shall be installed prior to the start of work, be maintained throughout the project, and remain in place until all disturbed surfaces are stabilized.
2. Erosion and siltation controls shall be appropriate to the size and nature of the project and to the physical characteristics of the site, including slope, soil type, vegetative cover, and proximity to wetlands or surface waters.
3. No person undertaking any activity in the protected shoreland shall cause or contribute to, or allow the activity to cause or contribute to, any violations of the surface water quality standards established in Env-Wq 1700, and the requirements in Env-Wq 1404.01(a) and(b).
4. Any fill used shall be clean sand, gravel, rock, or other suitable material.
5. For any project where mechanized equipment will be used, orange construction fence shall be installed prior to the start of work at the limits of the temporary impact area as shown on the accepted plans; be maintained throughout the project; and remain in place until all mechanized equipment has been removed from the site.

**ANY INDIVIDUAL CONDUCTING WORK UNDER THIS PERMIT IS ADVISED OF THE FOLLOWING:**

1. During construction, a copy of this permit should be posted on site in a prominent location visible to inspecting personnel.
2. This permit does not convey a property right, nor authorize any injury to property of others, nor invasion of rights of others.
3. Pursuant to Env-Wq 1406.21, transfer of this permit to a new owner requires notification to, and approval of, NHDES.
4. This permit does not absolve the permittee from due diligence in regard to state, local or federal laws regarding exemplary natural communities or protected species. This permit does not authorize in any way the take of

www.des.nh.gov
29 Hazen Drive • PO Box 95 • Concord, NH 03302-0095
(603) 271-3503 • Fax: (603) 271-2867 • TDD Access: Relay NH 1-800-735-2964



Contractor Initials PS
Date 5/5/26

threatened or endangered species, as defined by RSA 212-A:2, or of any protected species or exemplary natural communities, as defined in RSA 217-A:3.

APPROVED:

Clara Cooper

Clara G. Cooper
Permitting Specialist, Shoreland Program
Wetlands Bureau, Land Resources Management
Water Division

**THIS PERMIT IS NOT VALID UNTIL SIGNED BY THE PARTIES BELOW (Env-Wq 1406.21(c))**

PERMITTEE SIGNATURE (required)

PRINCIPAL CONTRACTOR SIGNATURE (required, if any)



Contractor Initials DQ
Date 8/5/26

**Murphy Dam Outlet Works Improvements Project, Pittsburg, NH**

**ADDENDUM NO. 2**

To: All Prospective Bidders
Murphy Dam Outlet Works Improvements Project

Location: Pittsburg, NH

From: Charlie Krautmann – NHDES Dam Bureau

Re: **Addendum No. 2**

Date: May 19th, 2026

---

Please find the following **ADDENDUM NO. 2** for the Murphy Dam Outlet Works 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 addendum number and date shall be entered in the space provided in Section 00301 – Bid Form, Article 3 – 3.01A

Please note bids are due **Friday, June 19th, 2026 at 1300 (EST)**. Hard copy bids may be received as stipulated in the Contract Documents.

This Addendum has been issued to include a bid alternate:

**Item #1 – Addition of Bid Alternate No. 1: Replacement of Existing Broome Gate Engine**

The Contract Documents are hereby amended to include **Bid Alternate No. 1**, described below. This alternate will be added to Section 00301 – Bid Form and shall be priced as a **separate lump-sum bid item.**

Bid Alternate No. 1 – Replacement of Existing Broome Gate Engine Assembly

Work and contractor responsibilities under this alternate includes the following:



Contractor Initials DB
Date 8/5/26

1. Removal and replacement of existing gasoline-powered Broome Gate engine, currently identified as a:
    - Teledyne Continental Engine
    - Number plate identification: F-163, 5123P, 332786
2. Furnishing and installing a new gasoline, diesel or propane engine that meets or exceeds the following requirements:
    - Horsepower, torque, and rated RPM similar to the existing engine.
    - Fully compatible with the existing Broome gate hoist mechanism without requiring modification of the hoist system, including gear boxes.
    - Capable of reliable operation under extreme environmental conditions: –40°F to 110°F.
    - Equipped with all necessary components to ensure full compliance with local, state and federal, including OSHA, requirements for operating in enclosed spaces.
    - Push-button electric start system designed for reliable cold and hot starts.
    - If propane, then contractor shall furnish concrete pad adjacent to the concrete walkway to the Broome gate building in a location chosen by NHDES, propane tank, all necessary fuel lines, and any other required items necessary for turnkey operation in enclosed spaces
    - If gas or diesel then all fuel tanks shall be mounted on or adjacent to the engine in a location chosen by NHDES, be connected to the engine and include any other required items necessary for turnkey operation in enclosed spaces
    - If louver system is required for proper operation then contractor shall provide a manual louver system in a location chosen by NHDES that has the ability to open and close and be located within a replacement window or door installed by the contractor.
3. Structural evaluation and reinforcement, including:
    - Assessment of all existing engine mounts, stands, and structural framing within the Broome gate building.
    - Reinforcement and/or replacement of engine mounts and stands as necessary for proper support of the new engine.



Contractor Initials RD
Date 8/5/26

- Evaluation of the walkway bridge between the dam and the Broome gate building
- Contractor shall reinforce the bridge to the Broome gate building as required to support removal of the existing engine and installation of the new engine.
- All rigging, lifting, and temporary support systems required shall be supplied.

4. Engine commissioning and startup:
   - Contractor shall complete all modifications necessary for fit, alignment, connection, and commissioning of the new power engine.
   - Contractor shall complete all testing and demonstration of operational readiness of the engine and the Broome gate hoist system to the satisfaction of NHDES.
5. Submittals Required:
   - Engine specifications, performance curves, and compatibility documentation.
   - Structural reinforcement design details (sealed by a licensed professional engineer).
   - OSHA and NH Department of Labor compliant exhaust and ventilation plans.
   - Startup, testing, and commissioning plan.
   - Operation and Maintenance Plan

---

**Item #2 – Clarifications**

1. Work under Bid Alternate No. 1 shall be performed in accordance with the applicable requirements of the Contract Documents.
2. Any structural reinforcement work must comply with the general structural requirements detailed in Section 05500 (Metal Fabrications) and all applicable building codes.
3. Any necessary wiring must comply with Division 16 – Electrical.
4. Mechanical systems must comply with standards referenced in the project specifications. No modifications shall be made to the gearboxes or hoist components.



Contractor Initials RS
Date 8/5/26

5. Ventilation and air intake systems must comply with all local state and federal regulations for operating a combustion engine within an enclosed space.
6. Bid price shall be full compensation for all labor, materials, equipment, testing, commissioning, and incidental work required for a complete and operational system.

---

**Item #3 – Bid Form**

1. Replace Section 00301 – Bid Form in the original contract document with the updated one in Attachment A to include bid prices with and without Alternate No. 1 and that award of Alternate No. 1 will be at the sole discretion of the state and may be accepted or rejected independent of the Base Bid. Accepted Alternates will be identified in the Agreement.

---

**Item #4 – Drawings/Photographs**

1. See Attachment B for some drawings of the Broome Gate tower, hoist and engine plate identification number.



Contractor Initials BS
Date 8/5/26

## Attachment A

## Updated Section 00301 – Bid Form



Contractor Initials
Date 8/5/26

# SECTION 00301 – BID FORM

**PROJECT IDENTIFICATION: MURPHY DAM OUTLET WORKS IMPROVEMENTS**

## Article 1 – BID RECIPIENT

**1.01** THIS BID IS SUBMITTED TO: Chief Engineer, New Hampshire Department of Environmental Services, Dam Bureau, 29 Hazen Drive, PO Box 95, Concord, NH 03302-0095, here in after referred to as the Agency.

**1.02** The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the Agency 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 the Agency.

**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:

| Addendum No. | Addendum Date |
|---|---|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

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 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.

E. 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.

F. Bidder is aware of the general nature of work to be performed by the Agency and others at the Site that relates to the Work as indicated in the Bidding Documents.

G. Bidder has given Resident Project Representative (RPR) written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by RPR is acceptable to Bidder.

H. 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;

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 the Agency, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive the Agency 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 the Agency, 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;
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 Agency 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.

## 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

_____ (_____).
(Words) (Numerals)

Or with the inclusion of Bid Alternate No. 1 for the sum of

_____ (_____).
(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 Resident Project Representative (RPR) 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 | Printed or Typed Name | Printed or Typed Name of Company or Corporation |

_____
Date Signed



Contractor Initials _____
Date 8.5.26

| BID ITEMS | | | | | |
|---|---|---|---|---|---|
| | | | | IN DOLLARS AND CENTS | |
| ITEM NO. | DESCRIPTION | UNIT | ESTIMATED QUANTITY | UNIT PRICE | TOTAL PRICE |
| 01200-1 | Mobilization, Demobilization and Preparatory Work<br>_____<br>(Lump Sum Price written in words) | Lump Sum | NA | NA | $_____ |
| 01200-2 | Bonds and Insurances<br>_____<br>(Lump Sum Price written in words) | Lump Sum | NA | NA | $_____ |
| 01200-3 | Care and Diversion of Water<br>_____<br>(Lump Sum Price written in words) | Lump Sum | NA | NA | $_____ |
| 01200-4 | Dewatering<br>_____<br>(Lump Sum Price written in words) | Lump Sum | NA | NA | $_____ |
| 01200-5 | Erosion and Sediment Control<br>_____<br>(Lump Sum Price written in words) | Lump Sum | NA | NA | $_____ |
| 01200-6 | Clearing and Grubbing<br>_____<br>(Unit Price written in words) | Acre | 0.5 | $_____ | $_____ |
| 01200-7 | Select Demolition and Removal<br>_____<br>(Lump Sum Price written in words) | Lump Sum | NA | NA | $_____ |
| 01200-8a | Site and Earthwork - Stripping and Stockpiling of Topsoil<br>_____<br>(Unit Price written in words) | Cubic Yard | 300 | $_____ | $_____ |



Contractor Initials _____
Date 3/5/26

| BID ITEMS | | | | | |
|---|---|---|---|---|---|
| | | | | IN DOLLARS AND CENTS | |
| ITEM NO. | DESCRIPTION | UNIT | ESTIMATED QUANTITY | UNIT PRICE | TOTAL PRICE |
| 01200-8b | Site and Earthwork – Common Excavation<br>_____<br>(Unit Price written in words) | Cubic Yard | 30 | $_____ | $ _____ |
| 01200-8c | Site and Earthwork – Common Fill Placement and Compaction, Utilities Trench<br>_____<br>(Unit Price written in words) | Cubic Yard | 20 | $_____ | $ _____ |
| 01200-8d | Site and Earthwork – Common Fill and Placement, Slab-on-grade<br>_____<br>(Unit Price written in words) | Cubic Yard | 50 | $_____ | $ _____ |
| 01200-8e | Site and Earthwork – Rock Excavation / Trimming<br>_____<br>(Unit Price written in words) | Cubic Yard | 5 | $_____ | $ _____ |
| 01200-8f | Site and Earthwork – Backfill and Associated Grading Around New Structures<br>_____<br>(Unit Price written in words) | Cubic Yard | 5 | $_____ | $ _____ |
| 01200-8g | Site and Earthwork – Topsoil Placement, Seeding and Restoration<br>_____<br>(Unit Price written in words) | Acre | 0.5 | $_____ | $ _____ |
| 01200-9a | Concrete Construction – Cast-in-place concrete retaining wall and slab-on-grade along right wall of plunge pool<br>_____<br>(Unit Price written in words) | Cubic Yard | 35 | $_____ | $ _____ |



Contractor Initials RJ
Date 3/5/26

| BID ITEMS | | | | | |
|---|---|---|---|---|---|
| | | | | IN DOLLARS AND CENTS | |
| ITEM NO. | DESCRIPTION | UNIT | ESTIMATED QUANTITY | UNIT PRICE | TOTAL PRICE |
| 01200-9b | Concrete Construction – Cast-in-place concrete operator deck, wall extensions<br>_____<br>(Unit Price written in words) | Cubic Yard | 15 | $_____ | $_____ |
| 01200-9c | Concrete Construction – Cast-in-place concrete for liner extension encapsulation<br>_____<br>(Unit Price written in words) | Cubic Yard | 350 | $_____ | $_____ |
| 01200-9d | Concrete Construction – Concrete repairs for headwall<br>_____<br>(Unit Price written in words) | Square Foot | 350 | $_____ | $_____ |
| 01200-9e | Concrete Construction – Non-shrink Grout for Equipment Based and Anchors<br>_____<br>(Unit Price written in words) | Cubic Foot | 10 | $_____ | $_____ |
| 01200-10a | Mechanical Fabrications – Supply and Installation of Jib Crane Assembly<br>_____<br>(Lump Sum Price written in words) | Lump Sum | NA | NA | $_____ |
| 01200-10b | Mechanical Fabrications – Downstream Conduit Liner Extension<br>_____<br>(Lump Sum Price written in words) | Lump Sum | NA | NA | $_____ |
| 01200-11a | Hydraulic and Flow-Control Equipment – Fabricate, deliver and install new 72-inch Jet Flow Gates (2-units) complete with steel guides and seals<br>_____<br>(Lump Sum Price written in words) | Lump Sum | NA | NA | $_____ |



Contractor Initials _____
Date 8/5/26

| BID ITEMS | | | | | |
|---|---|---|---|---|---|
| | | | | IN DOLLARS AND CENTS | |
| ITEM NO. | DESCRIPTION | UNIT | ESTIMATED QUANTITY | UNIT PRICE | TOTAL PRICE |
| 01200-11b | Hydraulic and Flow-Control Equipment – Supply and install hydraulic operators, actuators and control systems for Jet Flow Gates<br>_____<br>(Lump Sum Price written in words) | Lump Sum | NA | NA | $_____ |
| 01200-11c | Hydraulic and Flow-Control Equipment – Field testing and commissioning of gates and operators<br>_____<br>(Lump Sum Price written in words) | Lump Sum | NA | NA | $_____ |
| 01200-11d | Hydraulic and Flow-Control Equipment – Ultrasonic flow meter system – supply, install and calibrate<br>_____<br>(Lump Sum Price written in words) | Lump Sum | NA | NA | $_____ |
| 01200-12a | Building Rehabilitation – Control building roof replacement (asphalt shingles and flashing)<br>_____<br>(Lump Sum Price written in words) | Lump Sum | NA | NA | $_____ |
| 01200-12b | Building Rehabilitation – Sheet metal trim, gutters and downspouts<br>_____<br>(Lump Sum Price written in words) | Lump Sum | NA | NA | $_____ |
| 01200-13a | Miscellaneous – Chain-link fence installation<br>_____<br>(Unit Price written in words)) | Lineal Foot | 320 | $_____ | $_____ |



Contractor Initials [illegible]
Date 8/5/26

| BID ITEMS | | | | | |
|---|---|---|---|---|---|
| | | | | IN DOLLARS AND CENTS | |
| ITEM NO. | DESCRIPTION | UNIT | ESTIMATED QUANTITY | UNIT PRICE | TOTAL PRICE |
| 01200-13b | Miscellaneous – Hand-rail, mounted to top of concrete<br>_____<br>(Unit Price written in words)) | Lineal Foot | 250 | $_____ | $_____ |
| 01200-14a | Operator Deck Radiant Heating System – Furnish, install and commission complete hydronic radiant heating system per Section 23 83 30.<br>_____<br>(Lump Sum Price written in words) | Lump Sum | NA | NA | $_____ |
| 01200-15 | Southern Access Road Improvements and Maintenance<br>_____<br>(Lump Sum Price written in words) | Lump Sum | NA | NA | $_____ |
| 01200-16 | Demolition and Removal of Dow Valves and Control Equipment<br>_____<br>(Lump Sum Price written in words) | Lump Sum | NA | NA | $_____ |
| 01200-17 | Change Order Contingency<br>Five-hundred Thousand Dollars<br>_____<br>(Lump Sum Price written in words) | Lump Sum | NA | NA | 500,000<br>$_____ |
| Alternate No. 1 | Addendum No. 2 – Replacement of Existing Broome Gate Engine<br>_____<br>(Lump Sum Price written in words) | Lump Sum | NA | NA | $_____ |
| **Bid Price (Summation of Line Item Bid Prices without Alternate No. 1)** | | | | | $_____ |
| **Bid Price (Summation of all Line Item Bid Prices with Alternate No. 1)** | | | | | $_____ |



Contractor Initials DS
Date 8/5/26

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.

Award will be at the sole discretion of the state and may be accepted or rejected independent of the Base Bid. Accepted Alternates will be identified in the Agreement.

## Article 6 – TIME OF COMPLETION

**6.01** Bidder agrees that the Work will be substantially complete on or before December 1st, 2028 and will be completed and ready for final payment in accordance with 109.06.10 of the General Conditions on or before December 31st, 2028.

**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



Contractor Initials _____
Date 8.5.26

## Article 8 – DEFINED TERMS

**8.01** The terms used in this Bid with initial capital letters have the meanings stated in the Form P-37, Instructions to Bidders, the General Conditions, and the Supplementary Conditions. Any conflicts in the definitions shall be resolved in the following order of precedence: Form P-37, General Provisions, General Conditions, and Supplementary Conditions.

SUBMITTED on _____, 20___.

If Bidder is:
An Individual

Name (typed or printed): _____

By: _____ (SEAL)
*(Individual's signature)*
Doing business as: _____
Business address: _____
_____
Phone No.: _____ FAX No.: _____

An entity

Entity Name: _____ (SEAL)
Type of entity (partnership, corporation, limited liability company, other): _____
_____
By: _____
*(Signature – attach evidence of authority to sign)*

Name (typed or printed): _____

Business address: _____
_____
Phone No.: _____ FAX No.: _____

*Provide notarized execution by any additional parties, such as joint venturers, if necessary.*
NOTARIZED AFFIDAVIT

On this the ___ day of _____, 20__, before the undersigned officer, personally appeared _____(print name), _____(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:

_____(date)



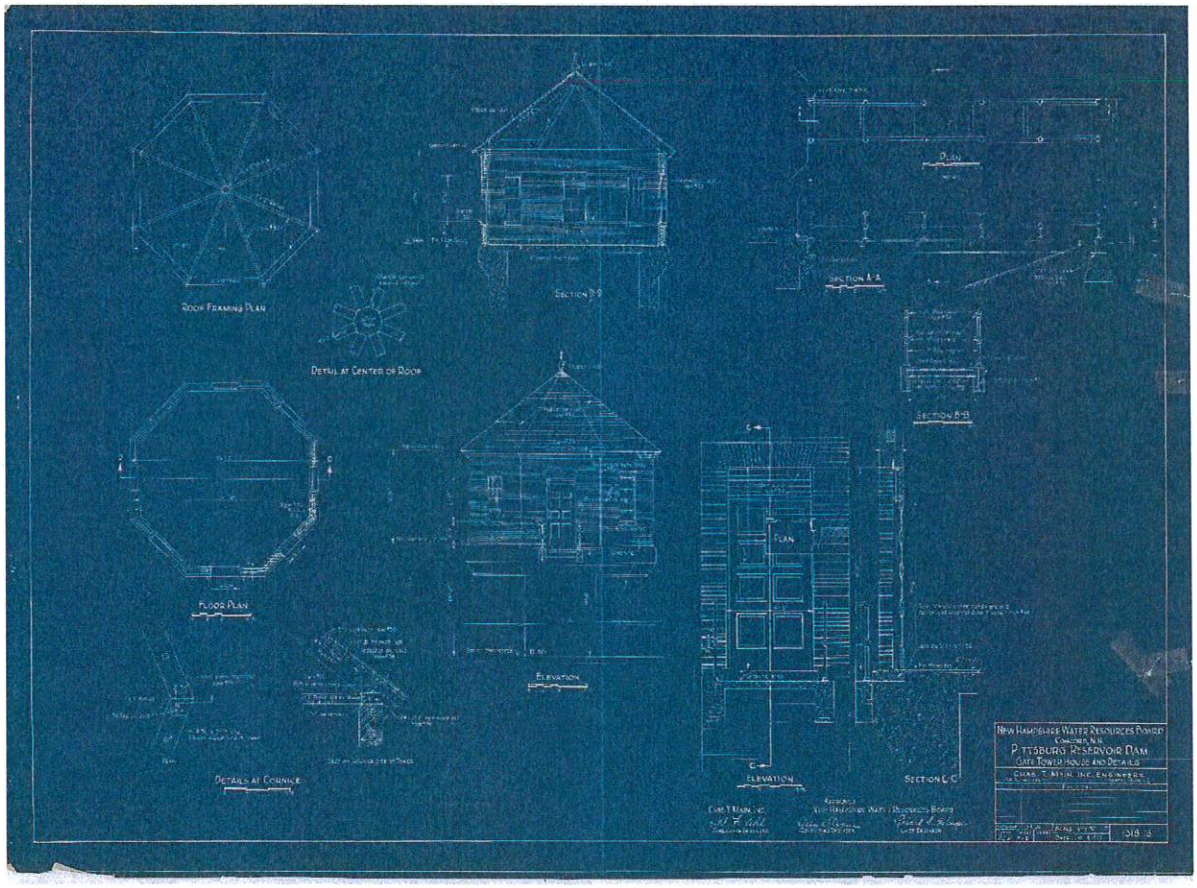
Contractor Initials RS
Date 8/5/26

## Attachment B

## Broome Gate Tower, Hoist and Engine Plate Identification Number

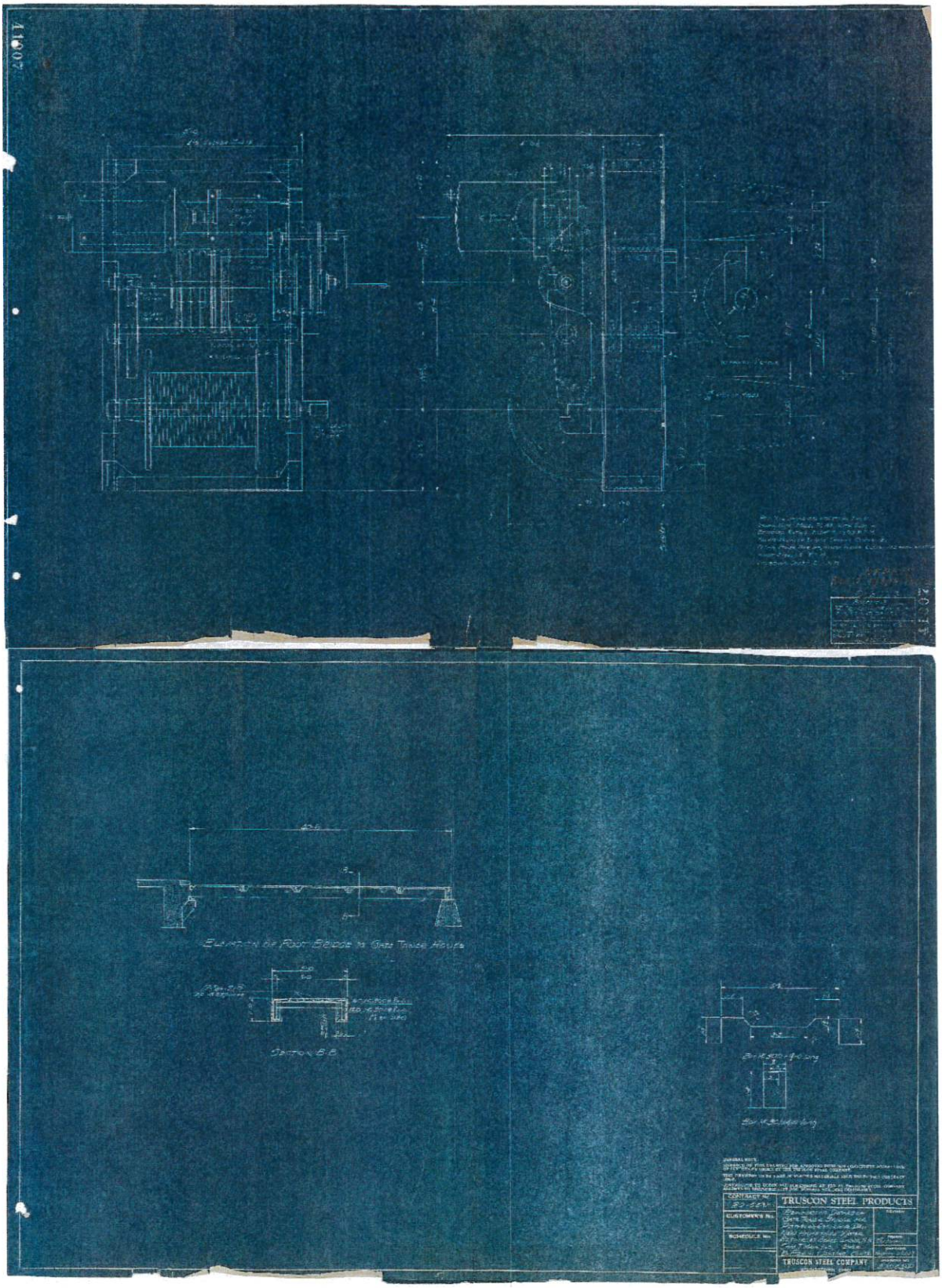


Contractor Initials RJ
Date 8.5.26



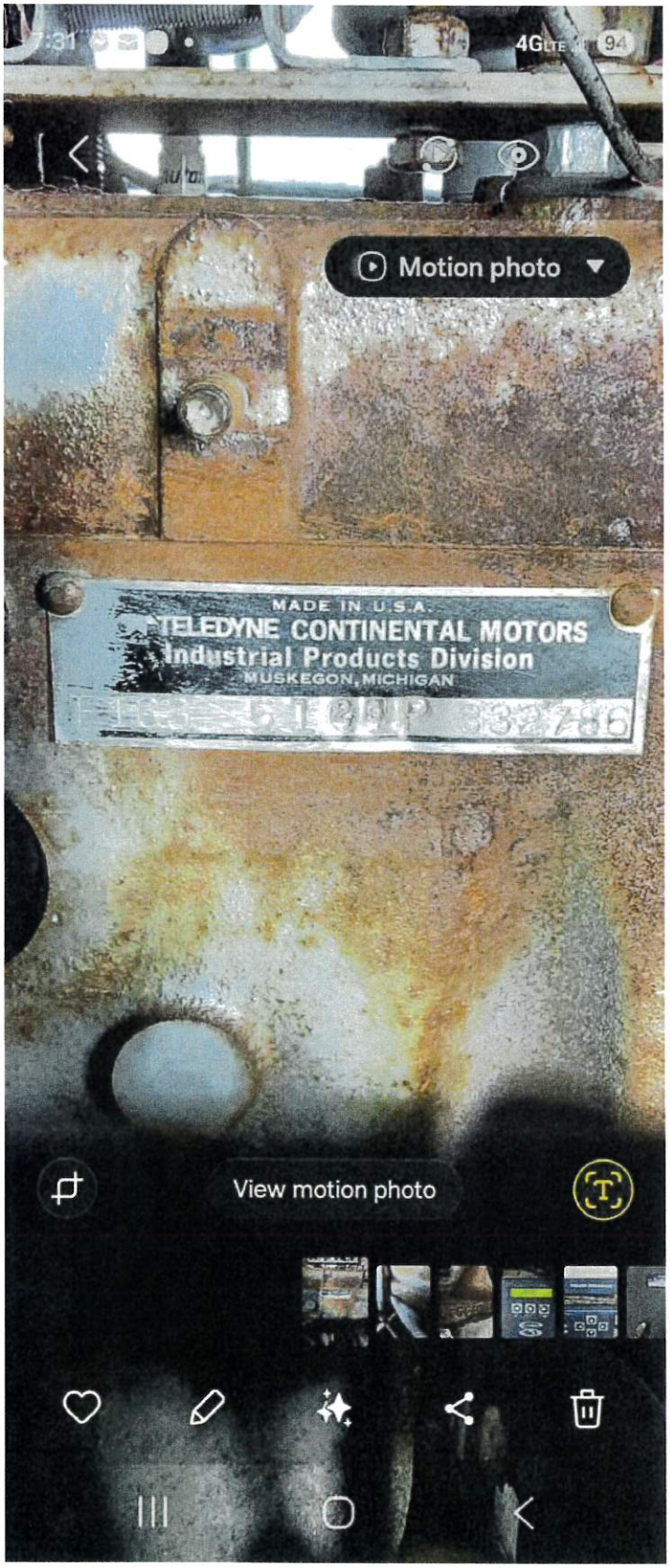



Contractor Initials RL
Date 8/5/26






Contractor Initials PS
Date 8/5/26






Contractor Initials
Date 8/5/26

**Murphy Dam Outlet Works Improvements**
**Project, Pittsburg, NH**

**ADDENDUM NO. 3**

To: All Prospective Bidders
Murphy Dam Outlet Works Improvements Project

Location: Pittsburg, NH

From: Charlie Krautmann – NHDES Dam Bureau
Scott Brough – GFT
Josh Paquet - GFT

Re: **Addendum No. 3**

Date: May 27th, 2026

---

Please find the following **ADDENDUM NO. 3** for the Murphy Dam Outlet Works 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 addendum number and date shall be entered in the space provided in Section 00301 – Bid Form, Article 3 – 3.01A

Please note bids are due **Friday, June 19th, 2026 at 1300 (EST)**. Hard copy bids may be received as stipulated in the Contract Documents.

This Addendum has been issued as part of the mandatory pre-bid site walk held on May 20th, 2026 and includes the following items:

**Item #1 – Attachment A – Pre-bid Sitewalk Summary**

A summary of the pre-bid sitewalk on May 20th, 2026.

---

**Item #2 – Attachment B – Sign-in Sheet from Pre-bid Sitewalk**



Contractor Initials RE
Date 6/5/26

## Attachment A

## Summary of Pre-Bid Site Walk
## May 20th, 2026



Contractor Initials RS
Date 4/5/26

GFT

## SITE SHOWING MINUTES

| | | | |
|---|---|---|---|
| Project: | Murphy Dam Outlet Works Improvements | Date: | May 20, 2026 |
| Owner: | NHDES – Dam Bureau | Project: | D194012 |

Pre-Bid Site Showing was held for the referenced project on May 20, 2026, at 11:00 am on Lake Francis located in the Town of Pittsburgh, Coös County, New Hampshire. Attendees met at the parking lot adjacent to the Murphy Dam control building, located approximately 0.3 miles from NH Route 3 on Murphy Dam Road.

Attendees are listed below:

**NHDES (Dam Bureau):**
Charlie Krautmann
Kent Finemore
Dan Mattaini
Jake Ruiter
Alan Williams
Sam Comeau
Jamie Bechok

**Design & Construction Engineer / RPR (GFT):**
Scott Brough

**Contractors, Sub-Contractors, & Vendors:**
1. Rain for Rent
2. Coastal Diving
3. Royal Electric Company
4. SumCo Eco-Contracting
5. Prime Machine, Inc.
6. Kingsbury Construction
7. N.A. Manosh Corporation
8. JP Sicard, Inc.
9. PC Construction
10. Cianbro Corporation
11. NE Infrastructure, Inc.
12. Wasser Coatings
13. T Ford Company
14. Bancroft Contracting Corp.

**MINUTES:**

INTRODUCTIONS

NHDES and GFT staff briefed the group, introduced as stakeholders.

SAFETY MOMENT

NHDES discussed slips, trips, and falls, and confined space with emphasis on fall and confined space protection requirements considering safety concerns while accessing key areas of the work to be performed, including areas inside the Outlet Works Control Building (sub-basement), the Outlet Works Concrete Stilling Basin including the penstock terminus with two (2) dowel valves located immediately downstream of the OW control building, and the Broome Gate Control Building located directly upstream of the dam crest. The main spillway exit channel downstream bridge load restrictions were discussed for light duty vehicles only and main point of access for the public, including ATVs, snow machines, ballfield, fishing, and other general functions. Heavy loads for construction purposes need to utilize the Cedar Stream Road for access to the work while mobilizing equipment and deliveries.



Contractor Initials
Date 5/5/26

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

**1.0 Dam Embankment**

Murphy Dam (NATDAM No. NH00185, DES Dam No. D194012) is owned and operated by the State of New Hampshire and is regulated under the rules and regulations (Env-Wr-300) of the State of New Hampshire Department of Environmental Services (NHDES), Dam Bureau. The dam is classified as a high hazard potential structure.

Murphy Dam is located on the Connecticut River and creates the reservoir, Lake Francis along the municipal boundaries of Pittsburg and Clarksville in Coos County, New Hampshire. It is located approximately 5 miles from the Canadian border. The dam is part of a network of dams along the Connecticut River. There are three large lakes within the Murphy Dam watershed. Listed from upstream to downstream those lakes are Second Connecticut Lake, First Connecticut Lake, and Lake Francis.

Murphy Dam consists of a main zoned embankment dam, two saddle dikes, and Turner's Dike; a spillway consisting of an earth-cut approach channel, concrete control structure with flashboards, stop logs, and stanchions, a ledge/concrete-lined spillway chute discharge channel, two dikes on either side of the discharge channel, a one-lane reinforced concrete bridge spanning the channel; and an intake tower which houses hoisting equipment and a Broome gate for the low-level discharge penstock, a 13-foot-diameter riveted steel penstock encased in concrete, a control building housing the flow control and monitoring mechanisms, and a concrete energy dissipation pool (stilling basin).

**2.0 Existing Outlet Works and Stilling Basin**

Discharge from the reservoir during normal inflows is controlled entirely by a low-level outlet conduit. The intake is completely submerged within the reservoir and consists of an excavated channel approach to an approximately 18-foot-high, 20-foot-wide, 47-foot-long concrete intake with a steel trash rack (NHDES, 2018).

Downstream of the intake, a 13-foot-diameter penstock conveys water from the intake through the dam to a control building and tailrace. The upper portion of the penstock is reinforced concrete, horseshoe-shaped which transitions to a circular shape, and extends from the intake to gatehouse (approximately 280 feet). A Broome gate and associated hoisting equipment are housed within the gatehouse and can be used to seal off flow through the low-level outlet for maintenance and inspection. Downstream of the gatehouse, the penstock is constructed with 7/16-inch riveted steel plate and is installed in an excavated rock trench completely encased in reinforced concrete with embankment fill placed above the concrete.

The low-level outlet conduit bifurcates just upstream of the control building into two 84-inch-diameter pipes. A 30-inch-diameter pipe branches off the 13-foot-diameter penstock just upstream of the bifurcation and runs below the 84-inch-diameter pipes. The 30-inch pipe is controlled by a 30-inch Dow (butterfly) valve. The larger pipes are controlled by two 84-inch Dow valves. The valves are accessible in the valve pit, which is located in the lower portion of the control building. The Dow valves are used to control flow through the low-level conduit to meet the needs of minimum flow and downstream water users. Flow is measured using two venturi meters; one located in the 13-foot-diameter pipe just upstream of the bifurcation and one on the 30-inch-diameter pipe.

The low-level outlet discharges into a concrete-lined stilling basin directly downstream of the control building. The basin depth is controlled by three sets of bays of stoplogs separated by two 5-foot-wide piers; one bay in the center is 15 feet wide, while the other two on the side are 12 feet, 6 inches wide. Discharge from the stilling basin flows approximately 200 feet through an excavated channel and merges with the Connecticut River at about Elevation 1,300 feet.

**3.0 Reservoir Operations**

SCHEDULE

- Reference Contract Bid Specifications Section 00840 Special Conditions – Schedule and Sequence
  - Special Note: Depending on lake elevation and recorded water temperatures (contractor's responsibility to monitor, log, and report water temperature readings throughout construction to DES), closure of the Broome Gate to allow work in the dowel valve area may be permitted between October 1 and January 1, and between April 1 and June 1. Authorization to close the Broome Gate during these periods is contingent upon upstream water temperatures (at forebay) being at or below 16 degrees Celsius at depths of 6 inches and at 2 feet below the actual surface elevation at the time of temperature measurements of the lake at the forebay sample sites.
- Reference Contract Bid Drawings Sheet No. G-3 (Drawing 3 of 5) Project Rehabilitation Schedule
- Reference Contract Bid Specifications Section 00020 Notice to Contractors and Specifications Section 00301 Bid Form (Article 6.01) – Time of Completion Dates: Substantial Completion (SC), no later than December 1, 2028; Final Completion (FC), no later than December 31, 2028

Any additions, deletions or corrections to these minutes should be forwarded to Charlie Krautmann at Charles.S.Krautmann@des.nh.gov within five (5) days of receipt. Otherwise, these minutes will be approved as written.

Charlie Krautmann

cc: Attendees



Contractor Initials DA
Date 4/5/26

## Attachment B

## Sign-in Sheet from Pre-Bid Site Walk
## May 20th, 2026



Contractor Initials [illegible]
Date 8.5.26

NHDES

GFT

## Sign-In Sheet

## Murphy Dam Outlet Works Improvements Project

Pre-Bid Meeting

May 20th, 2026 11:00am

| No. | Name | Affiliation | Email |
|---|---|---|---|
| 1 | Charlie Krautmann | DES | |
| 2 | Jared Urban | Rain for Rent | jurban@rainforrent.com |
| 3 | TED FIAXON | COASTAL | TFIAXON@C-DIVING.com |
| 4 | | FLUGINN | |
| 5 | Sam Comeau | DES | |
| 6 | JAMIE BEATON | DES | |
| 7 | Kent Finemore | DES | Kent.R.Finemore@des.nh.gov |
| 8 | Rob Couture | Royal | rcouture@Royal-electric.biz |
| 9 | Steve Fuller | SUMCO | sfuller@sumcoeco.com |
| 10 | Kayleigh Fuller | SUMCO | kfuller@sumcoeco.com |
| 11 | Alan Bakken | Prime | alan.bakken@primemachine.com |
| 12 | Guy WILSON | PRIME | Guy@PRIMEMACHINE.COM |
| 13 | Nick Milliken | Sumco | nbmilliken@hotmail.com |
| 14 | SCOTT BROUGHT | CEFT | Sbrought@CEFTINC.COM |
| 15 | Clemente Varas | Kingsbury | CVARAS@KINGSBURYCO.COM |
| 16 | Jimmy Abate | NAMcNabb | JimmyA@NAMcNabb.com |
| 17 | George Carpenter | JP Sicard | george@jpsicard.com |
| 18 | Jake McNall | PC | jmcnall@pccontractors.com |
| 19 | Justin Reed | PC | jreed@pcconstruction.com |
| 20 | KYLE PELLERIN | CHANDLER | KPELLERI@CHANDLER.COM |
| 21 | AKSHARA RAJU | GC | araju@neinfrastructure.com |
| 22 | Ben Moreno | WASSER | Bmoreno@wassercoatings.com |
| 23 | Jake Ruiter | DES | jacob.ruiter@des.nh.gov |
| 24 | Dan Mattair | DES | daniel.j.mattair@des.nh.gov |
| 25 | Ben Thériault | J. Ford | btheriault@jford.com |
| 26 | Garrick Frost | Bancroft | garrick@bancroftcontracting.com |
| 27 | | | |
| 28 | | | |



Contractor Initials [illegible]

Date 5/5/26

**Murphy Dam Outlet Works Improvements Project, Pittsburg, NH**

**ADDENDUM NO. 4**

To: All Prospective Bidders
Murphy Dam Outlet Works Improvements Project

Location: Pittsburg, NH

From: Charlie Krautmann – NHDES Dam Bureau

Re: **Addendum No. 4**

Date: June 10th, 2026

---

Please find the following **ADDENDUM NO. 4** for the Murphy Dam Outlet Works 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. 4,** (and all addenda). The addendum number and date shall be entered in the space provided in Section 00301 – Bid Form, Article 3 – 3.01A

Please note bids are due **Friday, June 19th, 2026 at 1300 (EST)**. Hard copy bids may be received as stipulated in the Contract Documents.

This Addendum has been issued to include a bid alternate for the Broome gate tower roof as well as a few clarifications which include:

**Item #1 – Addition of Bid Alternate No. 2: Asphalt Shingles for Broome Gate Tower**

The Contract Documents are hereby amended to include **Bid Alternate No. 2**, described below. This alternate will be added to Section 00301 – Bid Form and shall be priced as a **separate lump-sum bid item.**

Bid Alternate No. 2 – Remove Existing Shingles at Broome Gate Tower and Replace with Asphalt Shingles



Contractor Initials RG
Date 8/5/26

Work under this alternate includes the removal and replacement of the existing roofing system at the Broome Gate Tower, as described below and in greater detail in Specification 01200 Bid Items 12a–b, and in accordance with Specifications 00 73 11 and 00 76 20 (Asphalt Shingles and Sheet Metal Flashing and Trim):

1. Contractor to verify and confirm dimensions of components described within Addendum 2, Attachment B. If discrepancies are noted during verification, notify owner and engineer immediately prior to proceeding;
2. Install all temporary scaffolding, staging and/or fall protection as necessary to comply with state and federal regulations.
3. Remove shingles and dispose of offsite;
4. Observe roof sheathing and confirm no structural damage or past signs of water damage;
5. Replace with asphalt shingles; and
6. Clean site debris associated with roofing rehabilitation.
7. Uninstall all temporary scaffolding, staging and/or fall protection as necessary to comply with state and federal regulations.

---

**Item #2 – Bid Form**

Replace the original section 00301 and the one in Addendum 2, Attachment A with this one to include the Broome Gate Tower shingle alternate, see Attachment A (Addendum 4).

---

**Item #3 – Clarification**

**Question** – On page 56 of the project manual, item 5, letter "c", it states Buy America, and we were wondering which clause you are referring to?

**Response** – Buy America doesn't apply for this project as it is not a federal-aid contract.

---

**Item #4 – Clarification**

**Question –** Please clarify how water temperature exceedances and monitoring protocols should be addressed during construction, and what criteria apply for determining acceptable conditions for work in the forebay and downstream reaches.



Contractor Initials RS
Date 3/5/26

**Response –** Based on review and input from NHDES biomonitoring and trout fisheries staff, in coordination with NH Fish & Game, the following guidance shall apply:

1. **Temperature Thresholds**
   The 16°C threshold remains protective for trout fisheries. For evaluation of exceedances, both a daily maximum temperature and a 7-day rolling average may be used to guide construction activities. Occasional short-duration exceedances above 16°C (e.g., a daily maximum up to approximately 16.5°C) are not expected to result in significant impacts. Temperatures approaching 18°C constitute a level of higher concern and should be avoided.

2. **Inclusion of 2025 Temperature Data**
   To illustrate the typical thermal conditions in the forebay and to support planning for construction sequencing, the 7-day rolling average EMP water-temperature graph from the 2025 monitoring season is included in Attachment B. This graph provides a representative depiction of seasonal variability and can be used as a reference for anticipating temperature trends during the allowable construction windows.

3. **Monitoring Requirements**
   Regular temperature monitoring will be required throughout construction.
   • Frequency: Multiple readings per day
   • Equipment: A calibrated scientific temperature sonde as approved by NHDES
   Temperature data shall be submitted to NHDES (attention: Amy Smagula, Amy.P.Smagula@des.nh.gov).

4. **Operational Considerations and Questions Raised**
   The Contractor shall address the following operational considerations as part of their construction sequence and reservoir management plan:
   • Identify who will conduct temperature readings, the equipment to be used, the monitoring frequency, and staff qualifications.

The Contractor shall incorporate these requirements and considerations into their proposed construction sequence and monitoring plan, subject to review and approval by the Owner/NHDES.



Contractor Initials _____
Date 4/5/26

## Attachment A

## Updated Section 00301 – Bid Form Updated Rev 2.



Contractor Initials DZS
Date 8/5/26

# SECTION 00301 – BID FORM

**PROJECT IDENTIFICATION: MURPHY DAM OUTLET WORKS IMPROVEMENTS**

## Article 1 – BID RECIPIENT

**1.01** THIS BID IS SUBMITTED TO: Chief Engineer, New Hampshire Department of Environmental Services, Dam Bureau, 29 Hazen Drive, PO Box 95, Concord, NH 03302-0095, here in after referred to as the Agency.

**1.02** The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the Agency 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 the Agency.

**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:

| Addendum No. | Addendum Date |
|---|---|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

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 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.

E. 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.

F. Bidder is aware of the general nature of work to be performed by the Agency and others at the Site that relates to the Work as indicated in the Bidding Documents.

G. Bidder has given Resident Project Representative (RPR) written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by RPR is acceptable to Bidder.

H. 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;

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 the Agency, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive the Agency 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 the Agency, 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;
   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 Agency 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.

## 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

_____ (_____).
(Words) (Numerals)

Or with the exclusion of Bid Alternate No. 1 for the sum of

_____ (_____).
(Words) (Numerals)

Or with the exclusion of Bid Alternate No. 2 for the sum of

_____ (_____).
(Words) (Numerals)

Or with the exclusion of Bid Alternate No. 1 and 2 for the sum of

_____ (_____).
(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 Resident Project Representative (RPR) 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 | Printed or Typed Name | Printed or Typed Name of Company or Corporation |

Date Signed



Contractor Initials
Date 8/5/26

| BID ITEMS | | | | | |
|---|---|---|---|---|---|
| | | | | IN DOLLARS AND CENTS | |
| ITEM NO. | DESCRIPTION | UNIT | ESTIMATED QUANTITY | UNIT PRICE | TOTAL PRICE |
| 01200-1 | Mobilization, Demobilization and Preparatory Work<br>_____<br>(Lump Sum Price written in words) | Lump Sum | NA | NA | $_____ |
| 01200-2 | Bonds and Insurances<br>_____<br>(Lump Sum Price written in words) | Lump Sum | NA | NA | $_____ |
| 01200-3 | Care and Diversion of Water<br>_____<br>(Lump Sum Price written in words) | Lump Sum | NA | NA | $_____ |
| 01200-4 | Dewatering<br>_____<br>(Lump Sum Price written in words) | Lump Sum | NA | NA | $_____ |
| 01200-5 | Erosion and Sediment Control<br>_____<br>(Lump Sum Price written in words) | Lump Sum | NA | NA | $_____ |
| 01200-6 | Clearing and Grubbing<br>_____<br>(Unit Price written in words) | Acre | 0.5 | $_____ | $_____ |
| 01200-7 | Select Demolition and Removal<br>_____<br>(Lump Sum Price written in words) | Lump Sum | NA | NA | $_____ |
| 01200-8a | Site and Earthwork - Stripping and Stockpiling of Topsoil<br>_____<br>(Unit Price written in words) | Cubic Yard | 300 | $_____ | $_____ |



Contractor Initials RS
Date 5/5/26

| BID ITEMS | | | | | |
|---|---|---|---|---|---|
| | | | | IN DOLLARS AND CENTS | |
| ITEM NO. | DESCRIPTION | UNIT | ESTIMATED QUANTITY | UNIT PRICE | TOTAL PRICE |
| 01200-8b | Site and Earthwork – Common Excavation<br>_____<br>(Unit Price written in words) | Cubic Yard | 30 | $_____ | $_____ |
| 01200-8c | Site and Earthwork – Common Fill Placement and Compaction, Utilities Trench<br>_____<br>(Unit Price written in words) | Cubic Yard | 20 | $_____ | $_____ |
| 01200-8d | Site and Earthwork – Common Fill and Placement, Slab-on-grade<br>_____<br>(Unit Price written in words) | Cubic Yard | 50 | $_____ | $_____ |
| 01200-8e | Site and Earthwork – Rock Excavation / Trimming<br>_____<br>(Unit Price written in words) | Cubic Yard | 5 | $_____ | $_____ |
| 01200-8f | Site and Earthwork – Backfill and Associated Grading Around New Structures<br>_____<br>(Unit Price written in words) | Cubic Yard | 5 | $_____ | $_____ |
| 01200-8g | Site and Earthwork – Topsoil Placement, Seeding and Restoration<br>_____<br>(Unit Price written in words) | Acre | 0.5 | $_____ | $_____ |
| 01200-9a | Concrete Construction – Cast-in-place concrete retaining wall and slab-on-grade along right wall of plunge pool<br>_____<br>(Unit Price written in words) | Cubic Yard | 35 | $_____ | $_____ |



Contractor Initials DS
Date 5/5/26

| BID ITEMS | | | | | |
|---|---|---|---|---|---|
| | | | | IN DOLLARS AND CENTS | |
| ITEM NO. | DESCRIPTION | UNIT | ESTIMATED QUANTITY | UNIT PRICE | TOTAL PRICE |
| 01200-9b | Concrete Construction – Cast-in-place concrete operator deck, wall extensions<br>_____<br>(Unit Price written in words) | Cubic Yard | 15 | $_____ | $ _____ |
| 01200-9c | Concrete Construction – Cast-in-place concrete for liner extension encapsulation<br>_____<br>(Unit Price written in words) | Cubic Yard | 350 | $_____ | $ _____ |
| 01200-9d | Concrete Construction – Concrete repairs for headwall<br>_____<br>(Unit Price written in words) | Square Foot | 350 | $_____ | $ _____ |
| 01200-9e | Concrete Construction – Non-shrink Grout for Equipment Based and Anchors<br>_____<br>(Unit Price written in words) | Cubic Foot | 10 | $_____ | $ _____ |
| 01200-10a | Mechanical Fabrications – Supply and Installation of Jib Crane Assembly<br>_____<br>(Lump Sum Price written in words) | Lump Sum | NA | NA | $ _____ |
| 01200-10b | Mechanical Fabrications – Downstream Conduit Liner Extension<br>_____<br>(Lump Sum Price written in words) | Lump Sum | NA | NA | $ _____ |
| 01200-11a | Hydraulic and Flow-Control Equipment – Fabricate, deliver and install new 72-inch Jet Flow Gates (2-units) complete with steel guides and seals<br>_____<br>(Lump Sum Price written in words) | Lump Sum | NA | NA | $ _____ |



Contractor Initials RL
Date 8/5/26

| BID ITEMS | | | | | |
|---|---|---|---|---|---|
| | | | | IN DOLLARS AND CENTS | |
| ITEM NO. | DESCRIPTION | UNIT | ESTIMATED QUANTITY | UNIT PRICE | TOTAL PRICE |
| 01200-11b | Hydraulic and Flow-Control Equipment – Supply and install hydraulic operators, actuators and control systems for Jet Flow Gates<br>_____<br>(Lump Sum Price written in words) | Lump Sum | NA | NA | $_____ |
| 01200-11c | Hydraulic and Flow-Control Equipment – Field testing and commissioning of gates and operators<br>_____<br>(Lump Sum Price written in words) | Lump Sum | NA | NA | $_____ |
| 01200-11d | Hydraulic and Flow-Control Equipment – Ultrasonic flow meter system – supply, install and calibrate<br>_____<br>(Lump Sum Price written in words) | Lump Sum | NA | NA | $_____ |
| 01200-12a | Building Rehabilitation – Control building roof replacement (asphalt shingles and flashing)<br>_____<br>(Lump Sum Price written in words) | Lump Sum | NA | NA | $_____ |
| 01200-12b | Building Rehabilitation – Sheet metal trim, gutters and downspouts<br>_____<br>(Lump Sum Price written in words) | Lump Sum | NA | NA | $_____ |
| 01200-13a | Miscellaneous – Chain-link fence installation<br>_____<br>(Unit Price written in words)) | Lineal Foot | 320 | $_____ | $_____ |



Contractor Initials DJ
Date 8/5/26

| BID ITEMS | | | | | |
|---|---|---|---|---|---|
| | | | | IN DOLLARS AND CENTS | |
| ITEM NO. | DESCRIPTION | UNIT | ESTIMATED QUANTITY | UNIT PRICE | TOTAL PRICE |
| 01200-13b | Miscellaneous – Hand-rail, mounted to top of concrete<br>_____<br>(Unit Price written in words)) | Lineal Foot | 250 | $_____ | $_____ |
| 01200-14a | Operator Deck Radiant Heating System – Furnish, install and commission complete hydronic radiant heating system per Section 23 83 30.<br>_____<br>(Lump Sum Price written in words) | Lump Sum | NA | NA | $_____ |
| 01200-15 | Southern Access Road Improvements and Maintenance<br>_____<br>(Lump Sum Price written in words) | Lump Sum | NA | NA | $_____ |
| 01200-16 | Demolition and Removal of Dow Valves and Control Equipment<br>_____<br>(Lump Sum Price written in words) | Lump Sum | NA | NA | $_____ |
| 01200-17 | Change Order Contingency<br>Five-hundred Thousand Dollars<br>_____<br>(Lump Sum Price written in words) | Lump Sum | NA | NA | 500,000<br>$_____ |
| Alternate No. 1 | Addendum No. 2 – Replacement of Existing Broome Gate Engine<br>_____<br>(Lump Sum Price written in words) | Lump Sum | NA | NA | $_____ |
| Alternate No. 2 | Building Rehabilitation – Broome gate tower roof replacement (asphalt shingles and flashing)<br>_____<br>(Lump Sum Price written in words) | Lump Sum | NA | NA | $_____ |



Contractor Initials RJS
Date 8/5/26

| BID ITEMS | | | | | |
|---|---|---|---|---|---|
| | | | | IN DOLLARS AND CENTS | |
| ITEM NO. | DESCRIPTION | UNIT | ESTIMATED QUANTITY | UNIT PRICE | TOTAL PRICE |
| **Bid Price (Summation of Line Item Bid Prices including Alternates No. 1 and 2)** | | | | | $_____ |
| **Bid Price (Summation of Line Item Bid Prices excluding Alternate No. 1)** | | | | | $_____ |
| **Bid Price (Summation of Line Item Bid Prices excluding Alternate No. 2)** | | | | | $_____ |
| **Bid Price (Summation of all Line Item Bid Prices excluding Alternates No. 1 and 2)** | | | | | $_____ |



Contractor Initials RS
Date 6/5/26

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.

Award of Alternate No. 1 and/or No. 2 will be at the sole discretion of the state and may be accepted or rejected independent of the Base Bid. Accepted Alternates will be identified in the Agreement.

## Article 6 – TIME OF COMPLETION

**6.01** Bidder agrees that the Work will be substantially complete on or before December 1st, 2028 and will be completed and ready for final payment in accordance with 109.06.10 of the General Conditions on or before December 31st, 2028.

**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



Contractor Initials RS
Date 5/5/26

## Article 8 – DEFINED TERMS

**8.01** The terms used in this Bid with initial capital letters have the meanings stated in the Form P-37, Instructions to Bidders, the General Conditions, and the Supplementary Conditions. Any conflicts in the definitions shall be resolved in the following order of precedence: Form P-37, General Provisions, General Conditions, and Supplementary Conditions.

SUBMITTED on _____, 20____.

If Bidder is:
An Individual

Name (typed or printed): _____

By: _____ (SEAL)
*(Individual's signature)*
Doing business as: _____
Business address: _____
_____
Phone No.: _____ FAX No.: _____

An entity

Entity Name: _____ (SEAL)
Type of entity (partnership, corporation, limited liability company, other): _____
_____
By: _____
*(Signature – attach evidence of authority to sign)*

Name (typed or printed): _____

Business address: _____
_____
Phone No.: _____ FAX No.: _____

*Provide notarized execution by any additional parties, such as joint venturers, if necessary.*
NOTARIZED AFFIDAVIT

On this the ___ day of _____, 20__, before the undersigned officer, personally appeared _____(print name), _____(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:

_____(date)



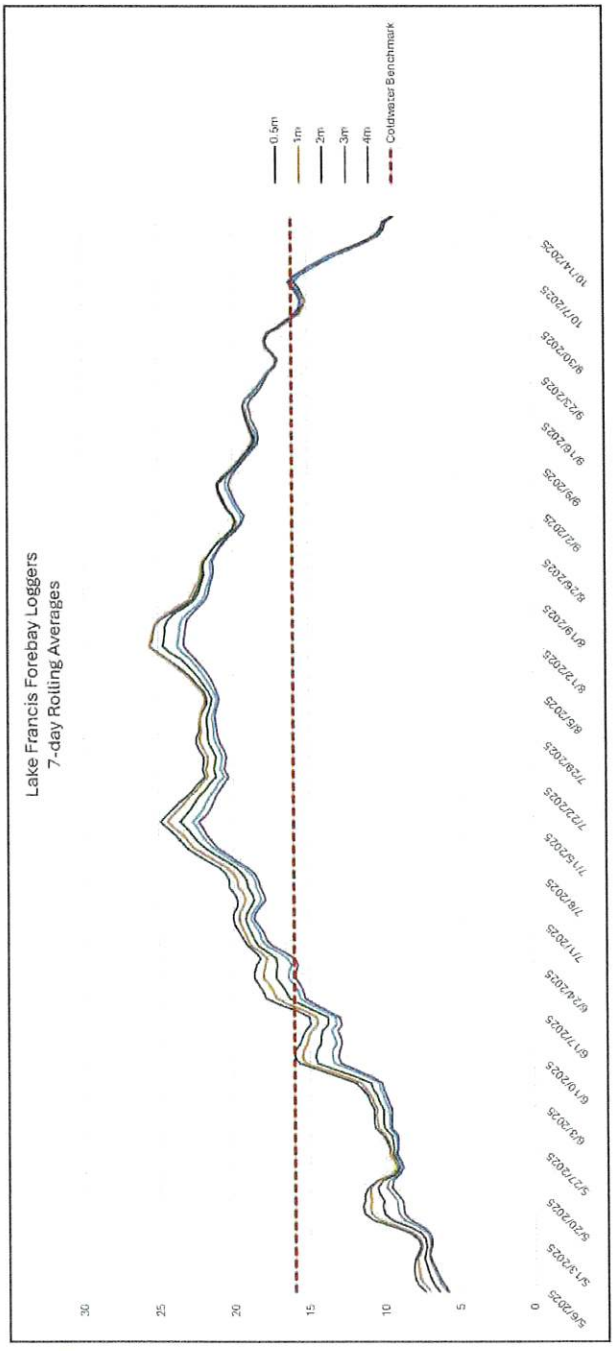
Contractor Initials _____
Date 8/5/26

## Attachment B

## 7-Day Rolling Average Water Temperature Graph (2025 Forebay at Murphy Dam)



Contractor Initials
Date 8/5/26






Contractor Initials RA
Date 8/5/26

**Murphy Dam Outlet Works Improvements**
**Project, Pittsburg, NH**

**ADDENDUM NO. 5**

To: All Prospective Bidders
Murphy Dam Outlet Works Improvements Project

Location: Pittsburg, NH

From: Charlie Krautmann – NHDES Dam Bureau

Re: **Addendum No. 5**

Date: June 11th, 2026

---

Please find the following **ADDENDUM NO. 5** for the Murphy Dam Outlet Works 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. 5,** (and all addenda). The addendum number and date shall be entered in the space provided in Section 00301 – Bid Form, Article 3 – 3.01A

Please note bids are due **Friday, June 19th, 2026 at 1300 (EST).** Hard copy bids may be received as stipulated in the Contract Documents.

This Addendum has been issued to include clarifications to a few questions which include:

---

**Item #1 – Clarification**

**Question** – Demo of low level valves under bid item 16, but also mentioned on bid item 7.1.a. Bid Item 11a also calls for demo of existing valves disposal. Please clarify.

**Response** – Bid Item 16 shall be the pay item for demolition, removal, and disposal of the existing DOW valves and associated control equipment. Bid Item 7 shall cover selective demolition not otherwise included in Bid Item 16 and necessary to prepare the work areas for



Contractor Initials RJS
Date 8/5/26

new construction. Bid Item 11a shall cover furnishing and installing the new jet-flow gates and shall not be interpreted as the primary pay item for demolition and disposal of the existing DOW valves, except for incidental removals necessary for fit-up of the new work.

---

**Item #2 – Clarification**

**Question** – How many inches of new gravels for the south access road

**Response** – Provide a minimum of 6 inches of compacted gravel or crushed gravel surface material, placed over the proof-rolled and shaped access-road subgrade, unless otherwise directed by the Engineer.

---

**Item #3 – Clarification**

**Question** – Sequencing for valve demo?

**Response** – The existing DOW valves and associated control equipment shall not be demolished or removed until the new jet-flow gates, operators, controls, drain/air appurtenances, and related systems have been installed, tested, commissioned, and accepted for operational observation by the Owner/RPR. The Contractor shall submit a detailed sequence and schedule for review and approval. Existing outlet capability shall be maintained except during Owner-approved closure and water-control periods.

---

**Item #4 – Clarification**

**Question** – Is the concrete infills for where the existing valve actuators are removed, to be covered under any of the concrete items? If so, which one? Or are these to be covered in the demo item?

**Response** – The concrete encapsulation of the new liner extensions is to be covered under the bid item 01200-9c – Concrete Construction – Cast-in-place concrete for liner extension encapsulation.

---

**Item #5 – Clarification**

**Question** – Bid item 16 mentions demo of "low-level outlet valves". Please confirm this is referencing the 2 - 72" Dow Valves, and not the 30" Low-Level gate valve shown in sheet C-7.



Contractor Initials RS
Date 8/5/26

**Response** – Bid Item 16 is intended to reference the existing two 84-inch DOW valves/operating components, not the new 72-inch jet-flow gates and not the 30-inch low-level gate valve. The 30-inch low-level gate valve and its associated operating equipment shown on C-7 is to be protected and not to be demolished.

---

**Item #6 – Clarification**

**Question** – Are the gravels for the staging area to be left in place?

**Response** – Yes

---

**Item #7 – Clarification**

**Question** – Contract agreement says the interest for delayed payments is 0, please adjust this to reflect 8-12%.

**Response** – NHDES will keep the interest rate for delayed payments at 0%, consistent with our standard contract language.

Accordingly, we request that the clause remain as written: "All moneys not paid when due as provided in Article 9 of the General Conditions shall bear interest at the rate of 0 percent per annum."

---

**Item #8 – Clarification**

**Question** – Work hours, can we work more than 8-hours a day? Special conditions mentions only 8-hour periods.

**Response** – Yes. Workdays longer than eight (8) hours are permissible; however, extended hours must receive prior approval from both the Resident Project Representative (RPR) and the Agency, and must comply with all applicable local and State ordinances.

---

**Item #9 – Clarification**

**Question** – What is the material for the 6" drain to be extended next to the penstocks? Is there a flanged we can connect to? Please advise on the type of connection with existing pipe.

**Response** – Provide a 6-inch stainless-steel drain extension using ASTM A312 Type 304L or Type 316L stainless-steel pipe and fittings. Connect the new stainless-steel extension to the existing



Contractor Initials _____
Date 8/5/26

pipe (believed to be cast-iron) stub using a pressure-rated, restrained, bolted mechanical transition coupling coupling adapter suitable for joining the actual measured cast-iron outside diameter to the new 6-inch stainless-steel pipe outside diameter. The coupling shall be suitable for buried/encased wet service, with EPDM gaskets and stainless-steel or corrosion-protected hardware. Do not weld to the existing cast-iron pipe. Contractor to provide plan for the drain extension to the Owner and Engineer prior to proceeding with the work.

---

**Item #10 – Clarification**

**Question** – Are there any restrictions regarding operating the valves for testing as far as times a day? Time of the year? Etc.?

**Response** – No but to be coordinated and approved by Owner/RPR.

---

**Item #11 – Clarification**

**Question** – Is the intent that the penstock coatings are made in the field? Or at the shop? Is it only the interior of the penstock getting coated?

**Response** – Shop preparation, shop primer or shop coating may be used only where compatible with the final lining system and installation sequence. Field coating will be necessary along connection interfaces but the final coating system that meets the specifications could be applied in the field if desired by the Contractor. The required lining is for the interior water-contact surface. Exterior surfaces fully encased in concrete are not to be coated.

---

**Item #12 – Clarification**

**Question** – Are the jet flow valves to be field or shop coated?

**Response** – The jet-flow gates are primarily stainless steel and shall not receive paint on operating parts or mating/moving surfaces unless approved by the equipment manufacturer and unless coating does not void the warranty. Stainless-steel surfaces shall be passivated and protected from carbon-steel/iron contamination. The motor operator/final drive gear assembly shall receive a final shop-applied permanent coating system; primer or holding primer alone is not acceptable. The carbon-steel pipe spool shall be coated/field-lined as required for the final water-contact lining and per the coating requirements.



Contractor Initials RS
Date 8/5/26

**Item #13 – Clarification**

**Question** – When the broom gate is closed and we are seeing seepage, is it reasonable to expect all seepage go through the low level outlet?

**Response** – During the mandatory site visit, prospective bidders were able to observe seepage conditions at the Dowel valves. While the low-level outlet may be used to manage some seepage, it should not be assumed that all seepage will be conveyed through that outlet alone. The Contractor is responsible for providing any additional means and methods necessary to safely manage seepage during construction.

---

**Item #14 – Clarification**

**Question** – Bid Item 10 in the Measurement and Payment, looks like it only references the jib crane installation, but nothing about the penstock extension. Please provide M&P description for item 10.b.

**Response** – Bid Item 10b: Payment will be made at the Contract Lump Sum Price for furnishing and installing the downstream conduit liner extension complete. Work includes field verification, layout, shop drawings, calculations where required, fabrication, delivery, handling, surface preparation, field fit-up, bolting, flanges, butt straps or field splices if required, stiffeners, temporary supports, permanent supports, anchors, penetrations, weld/NDT inspection, soap testing, vacuum-box testing, field lining/coating repair, cleanup, and all labor, materials, equipment, tools, and incidentals necessary to complete the downstream conduit liner extension as shown on the Drawings and specified. Concrete encasement of the liner extension is paid separately under Bid Item 9c. Non-shrink grout is paid separately under Bid Item 9e. Jet-flow gates, operators, and gate-specific appurtenances are paid separately under Bid Items 11a and 11b.

---

**Item #15 – Clarification**

**Question** – Is the intent that the upstream connection of the penstock is via a flange that gets bolted to the existing valve?

**Response** – See Detail 1 on Sheet S2 depicting slip on ring flange with welded connections between the new and existing cast steel sections.

---



Contractor Initials DWL
Date 8/5/26

**Item #16 – Clarification**

**Question** – What is the size and specific material of the penstock SS drain lines and valves shown on sheet C-10?

**Response** – The existing 6-inch drain extension shown on C-10 shall be a 6-inch stainless-steel drain line, recommended ASTM A312 Type 304L or 316L. Separately, the JFG conduit drain piping/valve required by Section 35222 is 3-inch: provide a 3-inch full-port stainless-steel ball valve with ASME flanged or grooved-end connections, stainless-steel pipe ASTM A312 Type 304L or Type 316L, stainless flanges ASME B16.5, stainless grooved couplings/fittings Type 304 or 316, and stainless butt-weld fittings ASME B16.9. Threaded stainless-steel fittings are not permitted.

---

**Item #17 – Clarification**

**Question** – Please confirm there's no testing required for the penstock once installed, as there's no way to seal on the upstream site.

**Response** – A full-length field hydrostatic test of the existing penstock/installed liner extension is not specified, but testing and inspection are required. The Contractor shall perform the specified shop/source hydrostatic tests for the JFG, pipe spool, air-valve piping, and conduit-drain piping. Field splice/flange work shall be inspected and tested as shown on S-2, including PT/soap testing, RT where specified, and vacuum-box testing using AWWA C206 as a guide. Field dry and wet operating testing/commissioning of the JFGs and motor operators remains required following flowline encasement and JFG installation.

---

**Item #18 – Clarification**

**Question** – Please provide photos of existing dow valves, and photos or video footage of the penstock on the upstream side, as also of the broom gate.

**Response** –DropBox at the following link:
https://www.dropbox.com/scl/fo/sn9akvmvorv8le933bxd9/AF0dxZ-vt-YklMftj4Ym2kI?rlkey=22mrdf19n1egpok9oixxztkur&st=cd92n3mo&dl=0



Contractor Initials RJS
Date 8/5/26

**Item #19 – Clarification**

**Question** – Please confirm there are no Davis Bacon Wages or AIS Requirements.

**Response** – This project does not receive Federal funding; therefore, Davis-Bacon Act prevailing wage provisions do not apply, and there are no American Iron & Steel (AIS) requirements associated with this work.



Contractor Initials _____
Date 8/5/26

**Murphy Dam Outlet Works Improvements**
**Project, Pittsburg, NH**

**ADDENDUM NO. 6**

To: All Prospective Bidders
Murphy Dam Outlet Works Improvements Project

Location: Pittsburg, NH

From: Charlie Krautmann – NHDES Dam Bureau
Josh Paquet – GFT

Re: **Addendum No. 6**

Date: June 18th, 2026

---

Please find the following **ADDENDUM NO. 6** for the Murphy Dam Outlet Works 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. 6,** (and all addenda). The addendum number and date shall be entered in the space provided in Section 00301 – Bid Form, Article 3 – 3.01A

Please note bids are now due on **Friday, June 26th, 2026 at 1300 (EST).** Hard copy bids may be received as stipulated in the Contract Documents.

This Addendum has been issued to include clarifications to a few questions which include:

---

**Item #1 – Clarification**

**Question** – How do you access the section of the existing penstock pipe where the exterior mounted flowmeters are to be installed?

**Response** –The exterior of the penstocks can be accessed within concrete pits located in the sub-basement described on sheet S-4. Note on the Sub-basement plan view (manhole grating) which depicts the access locations for each of the penstock pits.



Contractor Initials _____
Date 8/5/26

**Item #2 – Clarification**

**Question** – Is there sufficient access for crew to get around the existing penstock where the flow meters are to be mounted?

**Response** – Yes

---

**Item #3 – Clarification**

**Question** – There are four boxes that represent the flow meter transducers on the plans. Since the Flexim FLUXUS ultrasonic clamp-on flow meter utilizes 2 transducers per flow meter system, it is assumed that the 4 boxes represent 2 complete systems (1 system for each penstock). Please confirm that 1 complete Flexim FLUXUS ultrasonic clamp-on flow meter system per pipe is what is required.

**Response** – Yes, 1 complete flow meter system is required on each of the two penstocks (2 complete flow meter systems).

---

**Item #4 – Clarification**

**Question** – What elevation are the bottom of the penstock extension pipes required to be at? Will demolition of the existing concrete floor be needed to achieve the required elevation of the bottom of the penstock extension pipes?

**Response** – Concrete demolition along the base of the pipe extension is not anticipated. The bottom elevation of the proposed extension pipe will match the existing penstock invert at each of the tie-in locations. The existing penstock invert at the transition to the new extension is approximately 5 inches above the stilling basin floor.

---

**Item #5 – Clarification**

**Question** – A permanent fence and permanent handrail are shown to be installed along the concrete stilling basin. Please confirm both are required and the system is meant to be redundant.

**Response** – Yes, both are required for redundancy.

---



Contractor Initials RE
Date 8/5/20

**Item #6 – Clarification**

**Question** – In the Project Plans, both hand railings are shown to be aluminum pipe, but in Specifications Payment and measurement Section Part N. Bid Item 13a-b, Miscellaneous states that "Installation of new galvanized or stainless-steel handrail systems mounted to the top of concrete walls and platforms." Please clarify desired material type and coating for both concrete and platform railings.

**Response** – The hand rail is to be composed of aluminum pipe and the specification will be revised accordingly.

---

**Item #7 – Clarification**

**Question** – Please provide details for how the jib crane is to be powered.

**Response** – The jib crane is to be manually rotated as well as manually operated with use of a chain fall trolley

---

**Item #8 – Clarification**

**Question** – Concrete subcontractor just raised a question about the quantity of the concrete in item 01200-9c cast in place concrete for liner extension encapsulation. We are coming up with approx. 175-180 CY for this scope of work, but the bid form shows 340 CY. Can you please confirm the quantity or revise, so that it avoids having unbalanced bid items?

**Response** – Yes, the quantity within the encasement area should approximately 180 CY, will revise the bid form.

---

**Item #9 – Clarification**

**Question** – There are multiple references to a 72" orifice in the JFG, but the inlet spool is 72". Please confirm a 60" orifice is the acceptable size.

**Response** – A 60-inch seal-ring orifice is acceptable for the Jet-Flow Gate, provided the gate maintains the 72-inch inlet/flange connection shown on the Contract Drawings and otherwise satisfies the dimensional, structural, operational, coating, testing, and commissioning requirements of the Contract Documents.

The Contract Specifications will be revised by addendum to clarify that the Jet-Flow Gate shall have a 72-inch inlet connection and a 60-inch seal-ring orifice. References in Section 35222 to a



Contractor Initials DF
Date 6/5/26

72-inch seal-ring orifice will be revised accordingly. The Contractor shall submit manufacturer's hydraulic performance data, operating-force calculations, and shop drawings demonstrating compliance with the revised requirements for Engineer review.

---

**Item #10 – Clarification**

**Question** – There are multiple references indicating the use of a wheel gate for the leaf (wheels, axles, wheel bushings, tracks, etc.) Please confirm acceptability of a bronze guided slide gate arrangement that's otherwise compliant with the performance requirements.

**Response** – Section 35222 currently includes requirements for a wheel-supported gate leaf system, including wheels, wheel axles, wheel bushings, tracks, associated tolerances, and operating-force calculations. A bronze-guided slide gate arrangement is therefore not strictly compliant with the prescriptive requirements of the current specification. However, the Engineer will consider a bronze-guided slide gate arrangement as an acceptable alternative provided the Contractor demonstrates that the proposed design satisfies all hydraulic, structural, operational, actuator sizing, wear, service-life, alignment, and performance requirements of Section 35222. Any proposed bronze-guided arrangement shall be submitted with supporting calculations, operating-force analyses, material data, and manufacturer's experience demonstrating equivalent or superior performance to the specified wheel-guided arrangement.

---

**Item #11 – Clarification**

**Question** – Sections P-9-d-6 & e-2 reference a vertical orientation for assembly and testing. Please confirm horizontal orientation is acceptable as long as all other pressure and operational test are conducted.

**Response** – Section 35222 requires assembly and operational testing with the Jet-Flow Gate positioned in the vertical orientation with the stem plumb, consistent with the final installed condition. The intent of this requirement is to verify proper alignment, wheel/track interaction, seal performance, stem operation, and actuator performance under conditions representative of field operation. Horizontal assembly or intermediate fabrication testing may be performed at the Contractor's option; however, the required operational testing, seal leakage testing, and performance verification specified in Section 35222 shall be completed with the gate in the vertical orientation unless an alternate test procedure is submitted and approved by the Engineer demonstrating equivalent verification of all specified performance requirements.



Contractor Initials RS
Date 8/5/26

**Murphy Dam Outlet Works Improvements**
**Project, Pittsburg, NH**

**ADDENDUM NO. 7**

To: All Prospective Bidders
Murphy Dam Outlet Works Improvements Project

Location: Pittsburg, NH

From: Charlie Krautmann – NHDES Dam Bureau
Josh Paquet – GFT

Re: **Addendum No. 7**

Date: June 19th, 2026

---

Please find the following **ADDENDUM NO. 7** for the Murphy Dam Outlet Works 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. 7,** (and all addenda). The addendum number and date shall be entered in the space provided in Section 00301 – Bid Form, Article 3 – 3.01A

Please note bids are due **Friday, June 26th, 2026 at 1300 (EST).** Hard copy bids may be received as stipulated in the Contract Documents.

This Addendum has been issued to include clarifications to a few questions which include:

---

**Item #1 – Clarification**

**Question** – Are the concrete walls, ceiling, and floor of the annular space around the new penstocks, currently coated or with some type of finish? Do they need any type of blasting or preparation before placing new concrete? Will a simple power wash be sufficient? If there are any coatings, have these been tested for lead, asbestos, or other hazmat?



Contractor Initials
Date 8/5/26

**Response** – The existing concrete surface does not need to be mechanically prepared prior to placing the annular concrete. A simple power wash will be sufficient to remove any existing debris or contaminants at the joint location.

The concrete is not believed to exhibit any coatings. Any structure that may exhibit a coating have not been tested for the presence of lead, asbestos or hazmat specific materials.

---

**Item #2 – Clarification**

**Question** – What is the intent of the non-shrink grout bid item? Where is this to be used?

**Response** – Bid Item 01200-9e, "Concrete Construction – Non-shrink Grout for Equipment Bases and Anchors," is intended for non-shrink grout required at equipment bases, base plates, anchor pockets, leveling pads, and similar localized equipment or anchorage installations where indicated by the Contract Documents or required by the approved equipment submittals.

---

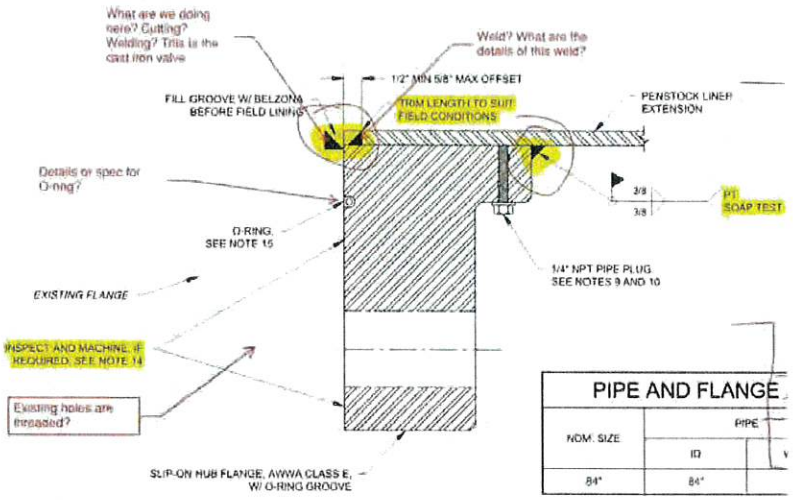
**Item #3 – Clarification**

**Question** – Detail 1 on S-2 is not fully clear:

- Are we installing bolts to attach the new flange to the existing valve flange? If so, are the existing holes in the dow-valve flange already threaded, and we can just bolt in to these? Do the bolt holes need to be tapped or re-threaded? It seems that there's no access to back of the valve flange to install through bolts.
- The detail shows a 3/8 weld on the exterior of penstock to the slip-on hub flange, but on the interior is not clear that it needs to be welded, as it only says to be trimmed, but shows what it could be a weld? Please clarify.
- Are there any details or spec for the O-Ring? Can a gasket be used?
- Is there a specific preparation required for the face of the existing flange. Photos of the existing condition show it to be covered with some type of coating, corrosion, or algae.

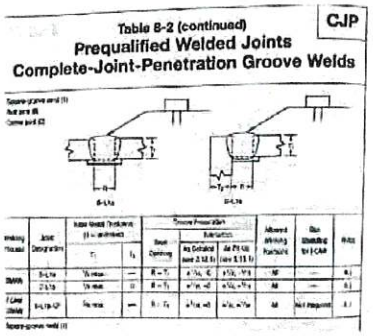


Contractor Initials
Date 8/5/26




DETAIL 1 - TYPICAL EXISTING-TO-NEW FLANGE CONNECTION

**Response** – Intent is for the new flange to abut the existing flange with intimate contact. The extension pipe will be leveled and supported in place while an interior groove weld between the existing cast-steel flange, new pipe extension and new pipe collar is placed along the interior circumference. Then the annular concrete will ultimately support the pipe and act as an anchor for the new extension pipe. The contractor can choose based on means and methods to leverage a new slip on collar flange with corresponding holes to help align and secure the new pipe and collar temporarily in place. The contractor could also choose to utilize a proposed collar that does not have holes and is aligned and supported based on a different method.


Table 8-2 (continued)
Prequalified Welded Joints
Complete-Joint-Penetration Groove Welds
CJP



Contractor Initials PR
Date 8/5/26

The upstream flange seal shall be an O-ring seal seated in the O-ring gland shown on the detail. The O-ring shall be EPDM and suitable for the specified service pressure. A gasket can be proposed as a substitution as a submittal to be approved by the Engineer.

Contractor shall clean and prepare the existing flange face to remove algae, debris, and other deleterious material. The existing flange face shall be inspected and machined, dressed, or otherwise restored as required to provide a suitable sealing surface for the O-ring. Contractor shall notify Engineer if flange deterioration, pitting, dimensional irregularity, or other conditions are encountered that prevent proper sealing.

---

**Item #4 – Clarification**

**Question** – We learned that the southern access road is normally used as a snowmobile trail during the winter months. Will be allowed to fully shutdown this trail for snowmobiles? Is the contractor responsible for plowing and sanding this road? Can the road be plowed?

**Response** – Snowmobile traffic may be rerouted, similar to ATVs, over the crest of the dam unless this reroute presents a safety issue. If a safety issue presents itself for either snowmobile or ATV traffic along the crest of the dam, the contractor will be required to work with the owner and the local snowmobile and ATV club to develop an alternative route. Should the contractor not require the use of southern access road during the winter or other periods then the southern access road will be used for snowmobile and ATV traffic. The contractor is responsible for maintaining the southern access road along the toe of the dam, including plowing, sanding, salting, or any combination of these activities as needed.

---

**Item #5 – Clarification**

**Question** – Are Murphy Dam Road or Cedar Stream road posted for heavy load traffic in the spring?

**Response** – Yes, both roads are typically posted for heavy load restrictions during the spring. The contractor should must coordinate with the Town Road Agent to apply for a waiver if heavy loads are required during the posted period.

---

**Item #6 – Clarification**

**Question** – Is there more information about the broom gate engine that can be provided? What is the HP and RPM required?



Contractor Initials DR
Date 8/5/26

**Response** – See Addendum 2, Attachment B. Sheet 41007 has text in the lower right that suggest power unit, standard rating HP at RPMs, hoist speed and lowering speed.

---

**Item #7 – Clarification**

**Question** – The jet flow gate valve specifications reference the drain of the conduit and the valve, both to receive a valve stem up to the operator deck, however, according to the drawing C-10, the conduit drain pipe and valves are not below the operator deck, can you clarify the intent of this scope, if these are required to have a stem into the operator deck, can you please provide a detail in the drawings?

**Response** – The conduit drain valve shall be installed within the stilling basin as shown on the Contract Drawings. The intent is not to extend the conduit drain valve stem to the operator deck.

The current Jet Flow Gate specification includes language requiring a valve stem extension, guides, and an operating handle at the operator deck for the conduit drain valve. This requirement conflicts with the configuration shown on the Drawings. The specification will be revised by addendum to remove the requirement for the conduit drain valve stem extension to the operator deck and to clarify that the conduit drain valve shall be located and installed as shown on the Drawings.

The Contractor shall furnish and install the conduit drain valve, piping, supports, fittings, and appurtenances required for a complete installation at the stilling basin location shown. Final routing, support, and connection details shall be coordinated with the approved Jet Flow Gate shop drawings.

---

**Item #8 – Clarification**

**Question** – Following the previous question, the specification of the valves calls for heat trace an insulation on the conduit drain pipe, the air valve, and drain valve. If I understand correctly, these will all be submerged underwater. Can you confirm if this is required, as it's not shown in any of the drawings. No electrical drawings provided for heat trace connections.

**Response** – Heat trace and insulation requirements apply only to small-diameter air-valve piping, conduit drain piping, and valve bodies that can retain water and are located above the normal water surface or otherwise exposed to freezing air.

Heat trace and insulation are not required on pipe or valve portions that are intended to remain submerged during normal operation or that are encased in concrete. Contractor and Jet Flow



Contractor Initials
Date 3/5/26

Gate manufacturer shall identify the proposed limits of heat trace and insulation in the shop drawings.

Electrical connections for required heat trace shall be coordinated with the Jet Flow Gate controls and Division 16 electrical work and shall comply with NEC requirements.

---

**Item #9 – Clarification**

**Question** – The bid form and M&P reference multiple times installation and testing of HPU and hydraulic lines, is our understanding that the new gates are all electrically actuated and there shouldn't be any hydraulics. Please clarify.

**Response** – Confirmed. The new Jet Flow Gates shall be electrically actuated. Hydraulic power units, hydraulic lines, and hydraulic actuators are not required for the new Jet Flow Gates.

References in the Contract Documents to hydraulic operators, hydraulic power units, or hydraulic lines for the Jet Flow Gates shall be interpreted as references to the electric motor operators, actuators, controls, conduit, wiring, and appurtenances required for the electrically actuated Jet Flow Gates. Contract Documents will be revised by addendum to clarify this intent.

---

**Item #10 – Clarification**

**Question** – Per the M&P, there's seems to be overlap between the scope of Bid Item 3 and Bid Item 4. Please clarify what is to be included in each item, as all dewatering operations could fall under Bid Item 4.

**Response** – Bid Item 01200-3, Care and Diversion of Water, includes the Contractor's overall means and methods for managing reservoir, penstock, outlet, and site water during construction, including temporary diversion, isolation of work areas, maintaining required releases, coordinating with Owner operations, and protecting the Work from reservoir, river, stormwater, and operational flows.

Bid Item 01200-4, Dewatering, includes removal and control of water from isolated work areas after diversion or isolation measures are in place. This includes pumping, sumps, hoses, temporary piping, seepage and leakage control, precipitation control within excavations or work areas, treatment and discharge of dewatering flows, and maintenance of dry working conditions necessary to perform the Work.

There shall be no duplicate payment between these items. Contractor shall allocate costs based on the primary purpose of the work being performed.



Contractor Initials RR
Date 8/5/26

**Item #11 – Clarification**

**Question** – Seems like the scale on drawing C-8 and ES-1 is wrong. Shown as 1:10, when perhaps it should be 1:20. Can you please confirm?

**Response** – The intended full-size scale for Sheets C-8 and ES-1 is 1 inch = 20 feet. Graphic scales, dimensions, coordinates, and control points shall govern over scaled measurements. The drawings will be revised by addendum to clarify. No design geometry or quantity changes are associated with this clarification.



Contractor Initials RP
Date 8/5/26

**Murphy Dam Outlet Works Improvements**
**Project, Pittsburg, NH**

**ADDENDUM NO. 8**

To: All Prospective Bidders
Murphy Dam Outlet Works Improvements Project

Location: Pittsburg, NH

From: Charlie Krautmann – NHDES Dam Bureau
Josh Paquet – GFT

Re: **Addendum No. 8**

Date: June 22nd, 2026

---

Please find the following **ADDENDUM NO. 8** for the Murphy Dam Outlet Works 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. 8,** (and all addenda). The addendum number and date shall be entered in the space provided in Section 00301 – Bid Form, Article 3 – 3.01A

Please note bids are due **Friday, June 26th, 2026 at 1300 (EST).** Hard copy bids may be received as stipulated in the Contract Documents.

This Addendum has been issued to include clarifications to a few questions which include:

---

**Item #1 – Clarification**

This Addendum updates the Bid Form to reflect a revised quantity for Item 01200-9c, *Cast-in-Place Concrete for Liner Extension Capsulation* (Bid Form page 00301-8). The quantity for this item has been reduced to **180 cubic yards.** Please use **Attachment A** as the updated and final Bid Form for this project.

Additionally, supplemental lines have been added under **Article 3 – Bidder's Representations** to accommodate the listing of Addenda issued for this project.



Contractor Initials RS
Date 8/5/26

# Attachment A

# Updated Section 00301 – Bid Form



Contractor Initials _____
Date 8/5/26

# SECTION 00301 – BID FORM

**PROJECT IDENTIFICATION: MURPHY DAM OUTLET WORKS IMPROVEMENTS**

## Article 1 – BID RECIPIENT

**1.01** THIS BID IS SUBMITTED TO: Chief Engineer, New Hampshire Department of Environmental Services, Dam Bureau, 29 Hazen Drive, PO Box 95, Concord, NH 03302-0095, here in after referred to as the Agency.

**1.02** The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the Agency 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 the Agency.

**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:

| Addendum No. | Addendum Date |
|---|---|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

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 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.
E. 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.
F. Bidder is aware of the general nature of work to be performed by the Agency and others at the Site that relates to the Work as indicated in the Bidding Documents.
G. Bidder has given Resident Project Representative (RPR) written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by RPR is acceptable to Bidder.
H. 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;
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 the Agency, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive the Agency 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 the Agency, 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;
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 Agency 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.

## 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

_____ (_____).
(Words) (Numerals)

Or with the exclusion of Bid Alternate No. 1 for the sum of

_____ (_____).
(Words) (Numerals)

Or with the exclusion of Bid Alternate No. 2 for the sum of

_____ (_____).
(Words) (Numerals)

Or with the exclusion of Bid Alternate No. 1 and 2 for the sum of

_____ (_____).
(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 Resident Project Representative (RPR) 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 | Printed or Typed Name | Printed or Typed Name of Company or Corporation |

Date Signed



Contractor Initials [illegible]
Date 8/5/26

| BID ITEMS | | | | | |
|---|---|---|---|---|---|
| | | | | IN DOLLARS AND CENTS | |
| ITEM NO. | DESCRIPTION | UNIT | ESTIMATED QUANTITY | UNIT PRICE | TOTAL PRICE |
| 01200-1 | Mobilization, Demobilization and Preparatory Work<br>_____<br>(Lump Sum Price written in words) | Lump Sum | NA | NA | $_____ |
| 01200-2 | Bonds and Insurances<br>_____<br>(Lump Sum Price written in words) | Lump Sum | NA | NA | $_____ |
| 01200-3 | Care and Diversion of Water<br>_____<br>(Lump Sum Price written in words) | Lump Sum | NA | NA | $_____ |
| 01200-4 | Dewatering<br>_____<br>(Lump Sum Price written in words) | Lump Sum | NA | NA | $_____ |
| 01200-5 | Erosion and Sediment Control<br>_____<br>(Lump Sum Price written in words) | Lump Sum | NA | NA | $_____ |
| 01200-6 | Clearing and Grubbing<br>_____<br>(Unit Price written in words) | Acre | 0.5 | $_____ | $_____ |
| 01200-7 | Select Demolition and Removal<br>_____<br>(Lump Sum Price written in words) | Lump Sum | NA | NA | $_____ |
| 01200-8a | Site and Earthwork - Stripping and Stockpiling of Topsoil<br>_____<br>(Unit Price written in words) | Cubic Yard | 300 | $_____ | $_____ |



Contractor Initials RDS
Date 8/5/26

| BID ITEMS | | | | | |
|---|---|---|---|---|---|
| | | | | IN DOLLARS AND CENTS | |
| ITEM NO. | DESCRIPTION | UNIT | ESTIMATED QUANTITY | UNIT PRICE | TOTAL PRICE |
| 01200-8b | Site and Earthwork – Common Excavation<br>_____<br>(Unit Price written in words) | Cubic Yard | 30 | $_____ | $_____ |
| 01200-8c | Site and Earthwork – Common Fill Placement and Compaction, Utilities Trench<br>_____<br>(Unit Price written in words) | Cubic Yard | 20 | $_____ | $_____ |
| 01200-8d | Site and Earthwork – Common Fill and Placement, Slab-on-grade<br>_____<br>(Unit Price written in words) | Cubic Yard | 50 | $_____ | $_____ |
| 01200-8e | Site and Earthwork – Rock Excavation / Trimming<br>_____<br>(Unit Price written in words) | Cubic Yard | 5 | $_____ | $_____ |
| 01200-8f | Site and Earthwork – Backfill and Associated Grading Around New Structures<br>_____<br>(Unit Price written in words) | Cubic Yard | 5 | $_____ | $_____ |
| 01200-8g | Site and Earthwork – Topsoil Placement, Seeding and Restoration<br>_____<br>(Unit Price written in words) | Acre | 0.5 | $_____ | $_____ |
| 01200-9a | Concrete Construction – Cast-in-place concrete retaining wall and slab-on-grade along right wall of plunge pool<br>_____<br>(Unit Price written in words) | Cubic Yard | 35 | $_____ | $_____ |



Contractor Initials RJS
Date 8/5/26

| BID ITEMS | | | | | |
|---|---|---|---|---|---|
| | | | | IN DOLLARS AND CENTS | |
| ITEM NO. | DESCRIPTION | UNIT | ESTIMATED QUANTITY | UNIT PRICE | TOTAL PRICE |
| 01200-9b | Concrete Construction – Cast-in-place concrete operator deck, wall extensions<br>_____<br>(Unit Price written in words) | Cubic Yard | 15 | $_____ | $_____ |
| 01200-9c | Concrete Construction – Cast-in-place concrete for liner extension encapsulation<br>_____<br>(Unit Price written in words) | Cubic Yard | 180 | $_____ | $_____ |
| 01200-9d | Concrete Construction – Concrete repairs for headwall<br>_____<br>(Unit Price written in words) | Square Foot | 350 | $_____ | $_____ |
| 01200-9e | Concrete Construction – Non-shrink Grout for Equipment Based and Anchors<br>_____<br>(Unit Price written in words) | Cubic Foot | 10 | $_____ | $_____ |
| 01200-10a | Mechanical Fabrications – Supply and Installation of Jib Crane Assembly<br>_____<br>(Lump Sum Price written in words) | Lump Sum | NA | NA | $_____ |
| 01200-10b | Mechanical Fabrications – Downstream Conduit Liner Extension<br>_____<br>(Lump Sum Price written in words) | Lump Sum | NA | NA | $_____ |
| 01200-11a | Hydraulic and Flow-Control Equipment – Fabricate, deliver and install new 72-inch Jet Flow Gates (2-units) complete with steel guides and seals<br>_____<br>(Lump Sum Price written in words) | Lump Sum | NA | NA | $_____ |



Contractor Initials RC
Date 8/5/26

| BID ITEMS | | | | | |
|---|---|---|---|---|---|
| | | | | IN DOLLARS AND CENTS | |
| ITEM NO. | DESCRIPTION | UNIT | ESTIMATED QUANTITY | UNIT PRICE | TOTAL PRICE |
| 01200-11b | Hydraulic and Flow-Control Equipment – Supply and install hydraulic operators, actuators and control systems for Jet Flow Gates<br>_____<br>(Lump Sum Price written in words) | Lump Sum | NA | NA | $_____ |
| 01200-11c | Hydraulic and Flow-Control Equipment – Field testing and commissioning of gates and operators<br>_____<br>(Lump Sum Price written in words) | Lump Sum | NA | NA | $_____ |
| 01200-11d | Hydraulic and Flow-Control Equipment – Ultrasonic flow meter system – supply, install and calibrate<br>_____<br>(Lump Sum Price written in words) | Lump Sum | NA | NA | $_____ |
| 01200-12a | Building Rehabilitation – Control building roof replacement (asphalt shingles and flashing)<br>_____<br>(Lump Sum Price written in words) | Lump Sum | NA | NA | $_____ |
| 01200-12b | Building Rehabilitation – Sheet metal trim, gutters and downspouts<br>_____<br>(Lump Sum Price written in words) | Lump Sum | NA | NA | $_____ |
| 01200-13a | Miscellaneous – Chain-link fence installation<br>_____<br>(Unit Price written in words)) | Lineal Foot | 320 | $_____ | $_____ |



Contractor Initials RLS
Date 8/5/26

| BID ITEMS | | | | | |
|---|---|---|---|---|---|
| | | | | IN DOLLARS AND CENTS | |
| ITEM NO. | DESCRIPTION | UNIT | ESTIMATED QUANTITY | UNIT PRICE | TOTAL PRICE |
| 01200-13b | Miscellaneous – Hand-rail, mounted to top of concrete<br>_____<br>(Unit Price written in words)) | Lineal Foot | 250 | $_____ | $_____ |
| 01200-14a | Operator Deck Radiant Heating System – Furnish, install and commission complete hydronic radiant heating system per Section 23 83 30.<br>_____<br>(Lump Sum Price written in words) | Lump Sum | NA | NA | $_____ |
| 01200-15 | Southern Access Road Improvements and Maintenance<br>_____<br>(Lump Sum Price written in words) | Lump Sum | NA | NA | $_____ |
| 01200-16 | Demolition and Removal of Dow Valves and Control Equipment<br>_____<br>(Lump Sum Price written in words) | Lump Sum | NA | NA | $_____ |
| 01200-17 | Change Order Contingency<br>Five-hundred Thousand Dollars<br>_____<br>(Lump Sum Price written in words) | Lump Sum | NA | NA | 500,000<br>$_____ |
| Alternate No. 1 | Addendum No. 2 – Replacement of Existing Broome Gate Engine<br>_____<br>(Lump Sum Price written in words) | Lump Sum | NA | NA | $_____ |
| Alternate No. 2 | Building Rehabilitation – Broome gate tower roof replacement (asphalt shingles and flashing)<br>_____<br>(Lump Sum Price written in words) | Lump Sum | NA | NA | $_____ |



Contractor Initials RS
Date 8/5/26

| BID ITEMS | | | | | |
|---|---|---|---|---|---|
| | | | | IN DOLLARS AND CENTS | |
| ITEM NO. | DESCRIPTION | UNIT | ESTIMATED QUANTITY | UNIT PRICE | TOTAL PRICE |
| **Bid Price (Summation of Line Item Bid Prices including Alternates No. 1 and 2)** | | | | | $_____ |
| **Bid Price (Summation of Line Item Bid Prices excluding Alternate No. 1)** | | | | | $_____ |
| **Bid Price (Summation of Line Item Bid Prices excluding Alternate No. 2)** | | | | | $_____ |
| **Bid Price (Summation of all Line Item Bid Prices excluding Alternates No. 1 and 2)** | | | | | $_____ |



Contractor Initials RJ
Date 8/5/26

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.

Award of Alternate No. 1 and/or No. 2 will be at the sole discretion of the state and may be accepted or rejected independent of the Base Bid. Accepted Alternates will be identified in the Agreement.

## Article 6 – TIME OF COMPLETION

**6.01** Bidder agrees that the Work will be substantially complete on or before December 1st, 2028 and will be completed and ready for final payment in accordance with 109.06.10 of the General Conditions on or before December 31st, 2028.

**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



Contractor Initials TCB
Date 8/5/26

## Article 8 – DEFINED TERMS

**8.01** The terms used in this Bid with initial capital letters have the meanings stated in the Form P-37, Instructions to Bidders, the General Conditions, and the Supplementary Conditions. Any conflicts in the definitions shall be resolved in the following order of precedence: Form P-37, General Provisions, General Conditions, and Supplementary Conditions.

SUBMITTED on _____, 20___.

If Bidder is:
An Individual

Name (typed or printed): _____

By: _____ (SEAL)
*(Individual's signature)*
Doing business as: _____
Business address: _____
_____
Phone No.: _____ FAX No.: _____

An entity

Entity Name: _____ (SEAL)
Type of entity (partnership, corporation, limited liability company, other): _____
_____
By: _____
*(Signature – attach evidence of authority to sign)*

Name (typed or printed): _____

Business address: _____
_____
Phone No.: _____ FAX No.: _____

*Provide notarized execution by any additional parties, such as joint venturers, if necessary.*
NOTARIZED AFFIDAVIT

On this the ___ day of _____, 20__, before the undersigned officer, personally appeared _____(print name), _____(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:

_____(date)



Contractor Initials RA
Date 8/5/26

# EXHIBIT C
## COST PROPOSAL AND TERMS OF PAYMENT

The Project Manual issued in April 2026 and Addendums No. 1 (dated May 8, 2026), No. 2 (dated May 19, 2026), No. 3 (dated May 27, 2026), No. 4 (dated June 10, 2026), No. 5 (dated June 11, 2026), No. 6 (dated June 18, 2026), No. 7 (dated June 19, 2026) and No. 8 (dated June 22, 2026) are incorporated as part of Exhibit B by reference. The Contractor's Bid Form is attached.

Reserve Contingency Fund: $500,000 - 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: $6,898,830.00

Funding is provided as follows:

03-44-44-442010-3812-102-500731
Dept. of Environmental Services, --MURPHY DAM OUTLET WORKS IMPROVEMENTS--, Connecticut-Coos Project

03-44-44-440030-2573-034-500161
Dept. of Environmental Services, --MURPHY DAM OUTLET WORKS IMPROVEMENTS--, Capital Projects



Contractor Initials RS
Date 8/5/26

# SECTION 00301 – BID FORM

**PROJECT IDENTIFICATION: MURPHY DAM OUTLET WORKS IMPROVEMENTS**

## Article 1 – BID RECIPIENT

**1.01** THIS BID IS SUBMITTED TO: Chief Engineer, New Hampshire Department of Environmental Services, Dam Bureau, 29 Hazen Drive, PO Box 95, Concord, NH 03302-0095, here in after referred to as the Agency.

**1.02** The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with the Agency 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 the Agency.

**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:

| Addendum No. | Addendum Date |
|---|---|
| 1 | 5-8-2026 |
| 2 | 5-19-2026 |
| 3 | 5-27-2026 |
| 4 | 6-10-2026 |
| 5 | 6-11-2026 |
| 6 | 6-18-2026 |
| 7 | 6-19-2026 |
| 8 | 6-22-2026 |





Contractor Initials RL
Date 8/5/26

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 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.
E. 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.
F. Bidder is aware of the general nature of work to be performed by the Agency and others at the Site that relates to the Work as indicated in the Bidding Documents.
G. Bidder has given Resident Project Representative (RPR) written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by RPR is acceptable to Bidder.
H. 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;
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 the Agency, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive the Agency of the benefits of free and open competition;



Contractor Initials DS
Date 8/5/26

3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of the Agency, 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;
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 Agency 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.

## 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

Six million eight hundred ninety eight thousand eight hundred thirty dollars ($6,898,830.00).
(Words) (Numerals)

Or with the exclusion of Bid Alternate No. 1 for the sum of

Six million eight hundred thirty two thousand one hundred ninety one dollars ($6,832,191.00).
(Words) (Numerals)

Or with the exclusion of Bid Alternate No. 2 for the sum of

Six million eight hundred fifty six thousand five hundred twenty four dollars ($6,856,524.00).
(Words) (Numerals)

Or with the exclusion of Bid Alternate No. 1 and 2 for the sum of

Six million seven hundred eighty nine thousand eight hundred eighty five dollars ($6,789,885.00).
(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 Resident Project Representative (RPR) 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 | Richard Sumner<br>Printed or Typed Name | SumCo Eco-Contracting, LLC<br>Printed or Typed Name of Company or Corporation |

6/25/26
Date Signed

| BID ITEMS | | | | | |
|---|---|---|---|---|---|
| | | | | IN DOLLARS AND CENTS | |
| ITEM NO. | DESCRIPTION | UNIT | ESTIMATED QUANTITY | UNIT PRICE | TOTAL PRICE |
| 01200-1 | Mobilization, Demobilization and Preparatory Work<br>Two hundred eighty seven thousand eight hundred seventy four dollars<br>(Lump Sum Price written in words) | Lump Sum | NA | NA | $ 287,874.00 |
| 01200-2 | Bonds and Insurances<br>Eighty eight thousand three hundred sixty nine dollars<br>(Lump Sum Price written in words) | Lump Sum | NA | NA | $ 88,369.00 |
| 01200-3 | Care and Diversion of Water<br>Sixty four thousand eight hundred thirty two dollars<br>(Lump Sum Price written in words) | Lump Sum | NA | NA | $ 64,832.00 |
| 01200-4 | Dewatering<br>Fourty eight thousand one hundred sixty four dollars<br>(Lump Sum Price written in words) | Lump Sum | NA | NA | $ 48,164.00 |
| 01200-5 | Erosion and Sediment Control<br>Thirty five thousand four hundred fifty four dollars<br>(Lump Sum Price written in words) | Lump Sum | NA | NA | $ 35,454.00 |
| 01200-6 | Clearing and Grubbing<br>Twenty one thousand nine hundred thirty six dollars<br>(Unit Price written in words) | Acre | 0.5 | $ 21,936.00 | $ 10,968.00 |
| 01200-7 | Select Demolition and Removal<br>Thirty two thousand five dollars<br>(Lump Sum Price written in words) | Lump Sum | NA | NA | $ 32,005.00 |
| 01200-8a | Site and Earthwork - Stripping and Stockpiling of Topsoil<br>Eighty dollars<br>(Unit Price written in words) | Cubic Yard | 300 | $ 80.00 | $ 24,000.00 |



Contractor Initials RJS
Date 8/5/26

| BID ITEMS | | | | | |
|---|---|---|---|---|---|
| | | | | IN DOLLARS AND CENTS | |
| ITEM NO. | DESCRIPTION | UNIT | ESTIMATED QUANTITY | UNIT PRICE | TOTAL PRICE |
| 01200-8b | Site and Earthwork – Common Excavation<br>Four hundred thirty dollars<br>(Unit Price written in words) | Cubic Yard | 30 | $ 430.00 | $ 12,900.00 |
| 01200-8c | Site and Earthwork – Common Fill Placement and Compaction, Utilities Trench<br>Five hundred sixty two dollars<br>(Unit Price written in words) | Cubic Yard | 20 | $ 562.00 | $ 11,240.00 |
| 01200-8d | Site and Earthwork – Common Fill and Placement, Slab-on-grade<br>Two hundred ninety one dollars<br>(Unit Price written in words) | Cubic Yard | 50 | $ 291.00 | $ 14,550.00 |
| 01200-8e | Site and Earthwork – Rock Excavation / Trimming<br>One thousand nine hundred fourteen dollars<br>(Unit Price written in words) | Cubic Yard | 5 | $ 1,914.00 | $ 9,570.00 |
| 01200-8f | Site and Earthwork – Backfill and Associated Grading Around New Structures<br>Three hundred eleven dollars<br>(Unit Price written in words) | Cubic Yard | 5 | $ 311.00 | $ 1,555.00 |
| 01200-8g | Site and Earthwork – Topsoil Placement, Seeding and Restoration<br>One hundred ninety two thousand seven hundred fifty eight dollars<br>(Unit Price written in words) | Acre | 0.5 | $ 192,758.00 | $ 96,379.00 |
| 01200-9a | Concrete Construction – Cast-in-place concrete retaining wall and slab-on-grade along right wall of plunge pool<br>Two thousand eight hundred seventy dollars<br>(Unit Price written in words) | Cubic Yard | 35 | $ 2,870.00 | $ 100,450.00 |



Contractor Initials RS
Date 8/5/26

| BID ITEMS | | | | | |
|---|---|---|---|---|---|
| | | | | IN DOLLARS AND CENTS | |
| ITEM NO. | DESCRIPTION | UNIT | ESTIMATED QUANTITY | UNIT PRICE | TOTAL PRICE |
| 01200-9b | Concrete Construction – Cast-in-place concrete operator deck, wall extensions<br>Ten thousand one hundred fifty seven dollars<br>(Unit Price written in words) | Cubic Yard | 15 | $ 10,157.00 | $ 152,355.00 |
| 01200-9c | Concrete Construction – Cast-in-place concrete for liner extension encapsulation<br>One thousand four hundred nine dollars<br>(Unit Price written in words) | Cubic Yard | 180 | $ 1,409.00 | $ 253,620.00 |
| 01200-9d | Concrete Construction – Concrete repairs for headwall<br>One hundred eighty two dollars<br>(Unit Price written in words) | Square Foot | 350 | $ 182.00 | $ 63,700.00 |
| 01200-9e | Concrete Construction – Non-shrink Grout for Equipment Based and Anchors<br>Seven hundred fourty nine dollars<br>(Unit Price written in words) | Cubic Foot | 10 | $ 749.00 | $ 7,490.00 |
| 01200-10a | Mechanical Fabrications – Supply and Installation of Jib Crane Assembly<br>Fourty seven thousand three hundred fifty two dollars<br>(Lump Sum Price written in words) | Lump Sum | NA | NA | $ 47,352.00 |
| 01200-10b | Mechanical Fabrications – Downstream Conduit Liner Extension<br>One million two hundred sixty seven thousand five hundred forty nine dollars<br>(Lump Sum Price written in words) | Lump Sum | NA | NA | $ 1,267,549.00 |
| 01200-11a | Hydraulic and Flow-Control Equipment – Fabricate, deliver and install new 72-inch Jet Flow Gates (2-units) complete with steel guides and seals<br>Two million seven hundred seventy four thousand five hundred four dollars<br>(Lump Sum Price written in words) | Lump Sum | NA | NA | $ 2,774,504.00 |



Contractor Initials RL
Date 8/5/26

| BID ITEMS | | | | | |
|---|---|---|---|---|---|
| | | | | IN DOLLARS AND CENTS | |
| ITEM NO. | DESCRIPTION | UNIT | ESTIMATED QUANTITY | UNIT PRICE | TOTAL PRICE |
| 01200-11b | Hydraulic and Flow-Control Equipment – Supply and install hydraulic operators, actuators and control systems for Jet Flow Gates<br>One hundred sixty one thousand fifty one dollars<br>(Lump Sum Price written in words) | Lump Sum | NA | NA | $ 161,051.00 |
| 01200-11c | Hydraulic and Flow-Control Equipment – Field testing and commissioning of gates and operators<br>Thirty three thousand three hundred nineteen dollars<br>(Lump Sum Price written in words) | Lump Sum | NA | NA | $ 33,319.00 |
| 01200-11d | Hydraulic and Flow-Control Equipment – Ultrasonic flow meter system – supply, install and calibrate<br>One hundred sixty two thousand two hundred twenty seven dollars<br>(Lump Sum Price written in words) | Lump Sum | NA | NA | $ 162,227.00 |
| 01200-12a | Building Rehabilitation – Control building roof replacement (asphalt shingles and flashing)<br>Forty two thousand three hundred six dollars<br>(Lump Sum Price written in words) | Lump Sum | NA | NA | $ 42,306.00 |
| 01200-12b | Building Rehabilitation – Sheet metal trim, gutters and downspouts<br>Forty two thousand four hundred seventy nine dollars<br>(Lump Sum Price written in words) | Lump Sum | NA | NA | $ 42,479.00 |
| 01200-13a | Miscellaneous – Chain-link fence installation<br>Two hundred fifty seven dollars<br>(Unit Price written in words)) | Lineal Foot | 320 | $ 257.00 | $ 82,240.00 |



Contractor Initials TCS
Date 8/5/26

| BID ITEMS | | | | | |
|---|---|---|---|---|---|
| | | | | IN DOLLARS AND CENTS | |
| ITEM NO. | DESCRIPTION | UNIT | ESTIMATED QUANTITY | UNIT PRICE | TOTAL PRICE |
| 01200-13b | Miscellaneous – Hand-rail, mounted to top of concrete<br>Two hundred six dollars<br>(Unit Price written in words)) | Lineal Foot | 250 | $ 206.00 | $ 51,500.00 |
| 01200-14a | Operator Deck Radiant Heating System – Furnish, install and commission complete hydronic radiant heating system per Section 23 83 30.<br>Sixty thousand two hundred fifty two dollars<br>(Lump Sum Price written in words) | Lump Sum | NA | NA | $ 60,252.00 |
| 01200-15 | Southern Access Road Improvements and Maintenance<br>One hundred fifty thousand four hundred three dollars<br>(Lump Sum Price written in words) | Lump Sum | NA | NA | $ 150,403.00 |
| 01200-16 | Demolition and Removal of Dow Valves and Control Equipment<br>Ninety nine thousand two hundred twenty eight dollars<br>(Lump Sum Price written in words) | Lump Sum | NA | NA | $ 99,228.00 |
| 01200-17 | Change Order Contingency<br>Five-hundred Thousand Dollars<br>(Lump Sum Price written in words) | Lump Sum | NA | NA | $ 500,000 |
| Alternate No. 1 | Addendum No. 2 – Replacement of Existing Broome Gate Engine<br>Sixty six thousand six hundred thirty nine dollars<br>(Lump Sum Price written in words) | Lump Sum | NA | NA | $ 66,639.00 |
| Alternate No. 2 | Building Rehabilitation – Broome gate tower roof replacement (asphalt shingles and flashing)<br>Forty two thousand three hundred six dollars<br>(Lump Sum Price written in words) | Lump Sum | NA | NA | $ 42,306.00 |



Contractor Initials DS
Date 8/5/26

| BID ITEMS | | | | | |
|---|---|---|---|---|---|
| | | | | IN DOLLARS AND CENTS | |
| ITEM NO. | DESCRIPTION | UNIT | ESTIMATED QUANTITY | UNIT PRICE | TOTAL PRICE |
| **Bid Price (Summation of Line Item Bid Prices including Alternates No. 1 and 2)** | | | | | $ 6,898,830.00 |
| **Bid Price (Summation of Line Item Bid Prices excluding Alternate No. 1)** | | | | | $ 6,832,191.00 |
| **Bid Price (Summation of Line Item Bid Prices excluding Alternate No. 2)** | | | | | $ 6,856,524.00 |
| **Bid Price (Summation of all Line Item Bid Prices excluding Alternates No. 1 and 2)** | | | | | $ 6,789,885.00 |



Contractor Initials RS
Date 8/5/26

## +BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

BIDDER *(Name and Address)*: SumCo Eco-Contracting, LLC
401 Edgewater Place, Suite 680
Wakefield, MA 01880

SURETY *(Name and Address of Principal Place of Business)*: United States Fire Insurance Company
305 Madison Avenue
Morristown, NJ 07960

OWNER *(Name and Address)*:

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

BID

Bid Due Date: June 26, 2026
Description *(Project Name and Include Location)*: Murphy Dam Outlet Works Improvements Project
Pittsburg, NH
NHDES #D194012

BOND

Bond Number: N/A
Date *(Not earlier than Bid due date)*: June 26, 2026
Penal sum Five Percent of Amount Bid (Words) $----------5%---------- (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

| BIDDER | SURETY |
|---|---|
| SumCo Eco-Contracting, LLC (Seal) | United States Fire Insurance Company (Seal) |
| Bidder's Name and Corporate Seal | Surety's Name and Corporate Seal |
| By: Signature | By: Signature (Attach Power of Attorney) |
| RICHARD SUMNER<br>Print Name | Gabriela C. Wittich<br>Print Name |
| MANAGER<br>Title | Attorney-in-Fact<br>Title |
| Attest: Signature | Attest: Signature |
| FINANCE MANAGER<br>Title | Jean M. Feeney, Witness<br>Title |

*Note: Above addresses are to be used for giving any required notice. Provide execution by any additional parties, such as joint venturers, if necessary.*

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.

3. This obligation shall be null and void if:

3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or

3.2 All Bids are rejected by Owner, or

3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).

4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.



Contractor Initials RS
Date 4/5/26

**POWER OF ATTORNEY**
**UNITED STATES FIRE INSURANCE COMPANY**
**PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

90385

**KNOW ALL MEN BY THESE PRESENTS:** That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Sandra C. Lopes, Natalie Coneys, Nicole Roy, Jean M. Feeney, Nicholas Labbe, John J. Gambino,
Michael J. Cusack, Laurie Rothwell, Gabriela C. Wittich, Elizabeth Womack

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: **Unlimited**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

> Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:
>
> (a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
> (b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.
>
> Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

**IN WITNESS WHEREOF**, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 14th day of July, 2025.

**UNITED STATES FIRE INSURANCE COMPANY**

Matthew E. Lubin, President

State of New Jersey }
County of Morris }

On this 14th day of July, 2025, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

ETHAN SCHWARTZ
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES 6/25/2029
COMMISSION: #50223171

Ethan Schwartz (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 26th day of June 20 26

**UNITED STATES FIRE INSURANCE COMPANY**

Michael C. Fay, Senior Vice President

CONTACT INFORMATION: Bond Verifications: surety@cfins.com / Claims: SuretyClaimsSupport@cfins.com



Contractor Initials RL
Date 8/5/26

## Article 8 – DEFINED TERMS

**8.01** The terms used in this Bid with initial capital letters have the meanings stated in the Form P-37, Instructions to Bidders, the General Conditions, and the Supplementary Conditions. Any conflicts in the definitions shall be resolved in the following order of precedence: Form P-37, General Provisions, General Conditions, and Supplementary Conditions.

SUBMITTED on 6/25, 20 26.

If Bidder is:
An Individual

Name (typed or printed): _____

By: _____ (SEAL)
*(Individual's signature)*
Doing business as: _____
Business address: _____

Phone No.: _____ FAX No.: _____

An entity

Entity Name: SumCo Eco-Contracting, LLC (SEAL)
Type of entity (partnership, corporation, limited liability company, other): Limited Liability Company

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

Name (typed or printed): Richard Sumner

Business address: 401 Edgewater Place - Suite 680, Wakefield, MA 01880

Phone No.: 978-744-1515 FAX No.: 815-572-5022

*Provide notarized execution by any additional parties, such as joint venturers, if necessary.*
NOTARIZED AFFIDAVIT

On this the ___ day of _____, 20__, before the undersigned officer, personally appeared RICHARD SUMNER (print name), MANAGER (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:
May 27, 2027 (date)

6/23/2026

Donna George
My Commission Expires May 27, 2027
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS
00301



Contractor Initials _____
Date 8/5/26

Bond No. 602-212176-9

# PERFORMANCE BOND

**KNOW ALL MEN BY THESE PRESENTS**: that

SumCo Eco-Contracting, LLC
(Name of Contractor)

401 Edgewater Place, Suite 680, Wakefield, MA 01880
(Address of Contractor)

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

and United States Fire Insurance Company
(Name of Surety)

305 Madison Avenue, Morristown, NJ 07960
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

State of New Hampshire and the New Hampshire Department of Environmental Services Dam Bureau
(Name of Owner)

29 Hazen Drive, PO Box 95, Concord, NH 03301-0095
(Address of Owner)

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

Six Million Seven Hundred Eighty Nine Thousand Eight Hundred Eighty Five and 00/100 Dollars, $ ( 6,789,885.00 )

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 **AGENCY**, dated the 17th day of August 20 26 , a copy of which is hereto attached and made a part hereof for the construction of:

RFP DES 2026-19 Murphy Dam Outlet Works Improvements Project; NH Dam #D194012

**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 **AGENCY**, 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 **AGENCY** from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the **AGENCY** all outlay and expense which the **AGENCY** 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 **AGENCY** 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) (number) counterparts, each one of which shall be deemed an original, this 17th day of August, 20 26.

**ATTEST:**

By: _____
(Principal) Secretary

**(SEAL)**

SumCo Eco-Contracting, LLC
Principal

**BY** _____

401 Edgewater Place, Suite 680
(Address)

Wakefield, MA 01880

By: _____
Witness as to Principal

401 Edgewater Place, Suite 680
(Address)

Wakefield, MA 01880

United States Fire Insurance Company
(Surety)

**ATTEST**:

**BY** _____
Attorney - in - Fact Gabriela C. Wittich

By _____
Witness as to Surety

c/o Alliant Insurance Services, Inc., 125 High Street, Suite 2205

Boston, MA
(Address)

c/o Alliant Insurance Services, Inc.
(Address)

125 High Street, Suite 2205

Boston, MA 02110

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.

Bond No. 602-212176-9

# PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that SumCo Eco-Contracting, LLC (name of contractor), a Limited Liability Company (corporation, partnership or individual), hereinafter called Principal, and United States Fire Insurance Company (name of surety) located at 305 Madison Avenue, Morristown, NJ 07960 (address of surety)

hereinafter called Surety, are held and firmly bound unto the State of New Hampshire and the New Hampshire Department of Environmental Services, 29 Hazen Drive, P.O. Box 95, Concord, NH 03301-0095.

Hereinafter called State of New Hampshire 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 * Dollars,

*Six Million Seven Hundred Eighty Nine Thousand Eight Hundred Eighty Five and 00/100

($6,789,885.00 ) 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 State of New Hampshire, OWNER, dated the 17th day of August 2026, a copy of which is hereto attached and made a part hereof for the construction of:

RFP DES 2026-19 Murphy Dam Outlet Works Improvements Project; NH Dam #D194012

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 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 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 STATE OF NEW HAMPSHIRE, 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, STATE OF NEW HAMPSHIRE, 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 STATE OF NEW HAMPSHIRE 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 17th day of August, 2026.

ATTEST:
SumCo Eco-Contracting, LLC
Principal

By: _____

Title: RICHARD SUMNER, MANAGER

(SEAL)

Witness as to Principal:

By: _____

Print: Donna George

Address: 401 Edgewater Place, Suite 680
Wakefield, MA 01880

United States Fire Insurance Company
Surety

By: _____

Title: Gabriela C. Wittich, Attorney-in-Fact

Witness as to Surety:

By: _____

Print: Jean M. Feeney, Witness
c/o Alliant Insurance Services, Inc.

Address: 125 High Street, Suite 2205, Boston, MA 02110

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.

**POWER OF ATTORNEY**
**UNITED STATES FIRE INSURANCE COMPANY**
**PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

**90385**

**KNOW ALL MEN BY THESE PRESENTS**: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Sandra C. Lopes, Natalie Coneys, Nicole Roy, Jean M. Feeney, Nicholas Labbe, John J. Gambino,
Michael J. Cusack, Laurie Rothwell, Gabriela C. Wittich, Elizabeth Womack

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: **Unlimited**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

**IN WITNESS WHEREOF**, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 14th day of July, 2025.

**UNITED STATES FIRE INSURANCE COMPANY**

Matthew E. Lubin, President

State of New Jersey }
County of Morris }

On this 14th day of July, 2025, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

ETHAN SCHWARTZ
NOTARY PUBLIC
STATE OF NEW JERSEY
MY COMMISSION EXPIRES 6/25/2029
COMMISSION: #50223171

Ethan Schwartz (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

**IN WITNESS WHEREOF**, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the day of 2026

**UNITED STATES FIRE INSURANCE COMPANY**

Michael C. Fay, Senior Vice President

CONTACT INFORMATION: Bond Verifications: surety@cfins.com / Claims: SuretyClaimsSupport@cfins.com

Company Name: SumCo Eco-Contracting

Project Name: MURPHY DAM OUTLET WORKS IMPROVEMENTS PROJECT

Project Number: 2026-19

# 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 | 200 | 5606 Construction Superintendent |
| 1 | 200 | 6217 Excavation & Drivers |
| | | |
| | | |
| | | |

[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.**

Richard Sumner, Manager
Printed Name and Title of Authorized Agency Official

Signature of Authorized Agency Official Date: 8/5/2026

**Company Name:** SumCo Eco-Contracting

**Address:** 401 Edgewater Place, Suite 680, Wakefiled, MA 01880

**Telephone number:** (978) 744-1515 **E-mail address:** csumner@sumcoeco.com

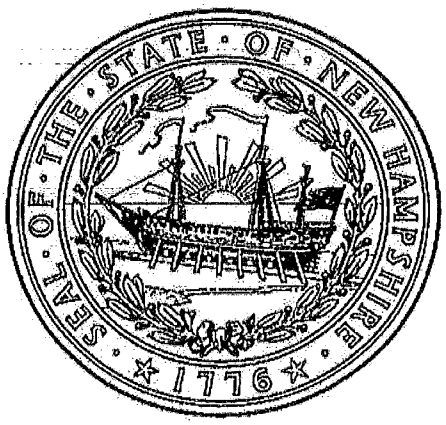
*** This Form and all supporting documentation shall be returned to the Prime Contractor, who shall forward it with each subcontractor approval submission to NHDES.*

# 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 SUMCO ECO-CONTRACTING, LLC is a Massachusetts Limited Liability Company registered to transact business in New Hampshire on November 17, 2008. 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: **605074**
Certificate Number: **0007907809**




IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 14th day of April A.D. 2026.

David M. Scanlan
Secretary of State

# CERTIFICATE OF AUTHORITY/VOTE

(Limited Liability Company)

I, Richard Sumner, hereby certify that:

*(Name of Limited Liability Company, Contract Signatory – Print Name)*

1. I am a Member/Manager of the Company of

   SumCo Eco-Contracting, LLC

   *(Name of Limited Liability Company)*

   I hereby further certify and acknowledge that the State of New Hampshire will rely on this certification as evidence that I have full authority to bind

   SumCo Eco-Contracting, LLC

   *(Name of Limited Liability Company)*

   and that no corporate resolution, shareholder vote, or other document or action is necessary to grant me such authority.

*(Contract Signatory – Signature)*

8/5/2026

*(Date)*

STATE OF Massachusetts

COUNTY OF Essex

On this the 5th day of August 20 26, before me

Donna George, the undersigned officer, personally appeared

*(Name of Notary Public / Justice of the Peace)*

Richard Sumner, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained. In witness whereof, I hereunto set my hand and official seal.

Donna George
My Commission Expires
May 27, 2027
NOTARY PUBLIC
COMMONWEALTH OF MASSACHUSETTS

(NOTARY SEAL)

*(Notary Public / Justice of the Peace – Signature)*

Commission Expires: May 27, 2027

ACORD

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/31/2026

**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**
Alliant Insurance Services, Inc.
125 High St. Ste. 2205
Boston MA 02110

License#: 0C36861

**CONTACT NAME:** Vanesa Flores
**PHONE (A/C, No, Ext):** 617-535-7268 **FAX (A/C, No):**
**E-MAIL ADDRESS:** Vanesa.Flores@alliant.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Nautilus Insurance Company | 17370 |
| INSURER B : Great Divide Insurance Company | 25224 |
| INSURER C : AXIS Surplus Insurance Company | 26620 |
| INSURER D : Palomar Excess and Surplus Ins | 16754 |
| INSURER E : | |
| INSURER F : | |

**INSURED**
SumCo Eco-Contracting, LLC
401 Edgewater Place Suite 680
Wakefield MA 01880

SUMCECO-01

**COVERAGES** **CERTIFICATE NUMBER:** 71482020 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. *LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. ***Not Applicable in WY**

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X **COMMERCIAL GENERAL LIABILITY**<br>CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY [X] PRO-JECT [ ] LOC<br>OTHER: | Y | | ECP2046899-11 | 5/12/2026 | 5/12/2027 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>$ | $ 1,000,000<br>$ 300,000<br>$ 10,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000<br>$ |
| B | **AUTOMOBILE LIABILITY**<br>X ANY AUTO<br>OWNED AUTOS ONLY<br>HIRED AUTOS ONLY<br>SCHEDULED AUTOS<br>NON-OWNED AUTOS ONLY | Y | | MAA2046902-11 | 5/12/2026 | 5/12/2027 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>$ | $ 1,000,000<br>$<br>$<br>$<br>$ |
| A | [ ] **UMBRELLA LIAB** [X] OCCUR<br>X **EXCESS LIAB** [ ] CLAIMS-MADE<br>DED [ ] RETENTION $ | Y | | FFX2046900-11 | 5/12/2026 | 5/12/2027 | EACH OCCURRENCE<br>AGGREGATE<br>$ | $ 5,000,000<br>$ 5,000,000<br>$ |
| B | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY**<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [N]<br>**(Mandatory in NH)**<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | WCA2046901-11 | 5/12/2026 | 5/12/2027 | X PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| C<br>A<br>D | $5Mx$5M Excess Liability<br>Pollution & Professional<br>Builder's Risk | | | EBZ678526/01/2026<br>ECP2046899-11<br>CEBRP-26-1344892-00 | 5/12/2026<br>5/12/2026<br>8/27/2026 | 5/12/2027<br>5/12/2027<br>12/31/2028 | Limit<br>Each Occ/Aggregate<br>Limit | $5,000,000<br>$1,000,000<br>$6,898,830 |

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**
Retroactive Date: 5/1/2019, Pollution/Professional SIR: $5,000

RE: Project: Murphy Dam Outlets Improvements, Pittsburg, NH

The New Hampshire Department of Environmental Services is included as Additional Insured as required by written contract and executed prior to a loss, but limited to the operations of the Insured under said contract, with respect to the Automobile, General Liability and Umbrella/Excess Liability policies.
30 days' notice of cancellation or non-renewal will be provided to Certificate Holder, except 10 days' notice for cancellation for non-payment of premium.

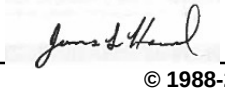
**CERTIFICATE HOLDER**

The New Hampshire Department of Environmental Services
29 Hazen Drive
Concord NH 03302

**CANCELLATION**

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

**AUTHORIZED REPRESENTATIVE**




**© 1988-2025 ACORD CORPORATION. All rights reserved.**
**The ACORD name and logo are registered marks of ACORD**

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS
# SCHEDULED PERSON OR ORGANIZATION – ONGOING OPERATIONS – COVERAGE A, B, D.1 & D.4

| Policy Number | Policy Effective Date | Policy Expiration Date | Endorsement Effective Date |
|---|---|---|---|
| ECP2046899-11 | 5/12/2026 | 5/12/2027 | 8/3/2026 |

This endorsement modifies insurance provided under the following:

**ENVIRONMENTAL COMBINED POLICY**

**SCHEDULE**

| Name Of Additional Insured Person(s) Or Organization(s) | Location(s) Of Covered Operations |
|---|---|
| The New Hampshire Department of Environmental Services<br>29 Hazen Drive<br>Concord, NH 03302 | Where required by written contract or agreement at a designated job site |

**I.** **SECTION III – WHO IS AN INSURED** is amended to include as an additional **insured**, the person(s) or organization(s) shown in the **SCHEDULE**, with whom you have agreed under a written contract or written agreement, in effect during this **policy period**, that such person(s) or organization(s) be added as an additional **insured** on this policy. Such contract or agreement must be executed and in effect prior to the performance of **your work** which is the subject of such contract or agreement.

The insurance provided to the additional **insured** person(s) or organization(s) applies only with respect to liability for **bodily injury** or **property damage** covered under **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE, Coverage D.1 – Contractors Pollution Legal Liability** and **Coverage D.4 – Microbial Substance Contractors Pollution Liability,** or personal injury or advertising injury covered under **SECTION I – COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY** directly caused by:

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

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

However:

1. The insurance afforded to such additional **insured** only applies to the extent permitted by law; and
2. We will not extend any insurance coverage to any additional **insured** that is not provided to you in this policy; and
3. The insurance afforded to such additional **insured** will not be broader than that which you are required by the contract or agreement to provide for such additional **insured**.

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

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

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

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

**III.** With respect to the insurance afforded to these additional insureds, the following is added to **SECTION V – LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional **insured** is the amount of insurance:

 Includes copyrighted material of Insurance Services Office, Inc., used with its permission. 

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

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**IV.** With respect to the insurance afforded to these additional **insureds**, the following is added to **SECTION VI – REPORTING, DEFENSE, SETTLEMENT & COOPERATION**:

**1. Duties -- Additional Insured**

An additional **insured** must see to it that:

**a.** We are notified in writing as soon as practicable of an **occurrence** or offense which may result in a **claim** or **suit;**

**b.** We receive written notice of a **claim** or **suit** as soon as practicable; and

**c.** A request for defense and indemnity of the **claim** or **suit** will promptly be brought against any policy issued by another insurer under which the additional **insured** may be an insured in any capacity. This provision does not apply to insurance on which the additional **insured** is a **Named Insured**, if the contract or agreement requires that this coverage be primary and noncontributory.

**V.** **SECTION VII – CONDITION 10. – Other Insurance** is amended by the addition of the following which supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to the additional **insured** person(s) or organization(s) shown in the **SCHEDULE** of this endorsement provided that:

1. The additional **insured** person(s) or organization(s) is a **Named Insured** under such other insurance; and
2. You have agreed in writing in a contract or agreement, in effect during this **policy period**, that this insurance would be primary and would not seek contribution from any other insurance available to the additional **insured** person(s) or organization(s). Such contract or agreement must be executed and in effect prior to the performance of **your work** which is the subject of such contract or agreement.

However, this provision does not apply if the other insurance available to the person(s) or organization(s) included as an additional **insured** is Owners and Contractors Protective Liability, Railroad Protective Liability, or similar project-specific, primary insurance.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.**


Includes copyrighted material of Insurance Services Office, Inc., used with its permission.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

# ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS
# SCHEDULED PERSON OR ORGANIZATION -- COMPLETED OPERATIONS – COVERAGE A, D.1 & D.4

| Policy Number | Policy Effective Date | Policy Expiration Date | Endorsement Effective Date |
|---|---|---|---|
| ECP2046899-11 | 5/12/2026 | 5/12/2027 | 8/3/2026 |

This endorsement modifies insurance provided under the following:

**ENVIRONMENTAL COMBINED POLICY**

**SCHEDULE**

| Name Of Additional Insured Person(s) Or Organization(s): | Location(s) And Description Of Completed Operations: |
|---|---|
| The New Hampshire Department of Environmental Services<br>29 Hazen Drive<br>Concord, NH 03302 | Where required by written contract or agreement at a designated job site |

**I.** **SECTION III – WHO IS AN INSURED** is amended to include as an additional **insured**, the person(s) or organization(s) shown in the **SCHEDULE**, with whom you have agreed under a written contract or written agreement, in effect during this **policy period**, that such person(s) or organization(s) be added as an additional **insured** on this policy. Such contract or agreement must be executed and in effect prior to the performance of **your work** included in the **products-completed operations hazard** which is the subject of such contract or agreement.

The insurance provided to the additional **insured** person(s) or organization(s) applies only with respect to liability for **bodily injury** or **property damage** covered under **SECTION I – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY, Coverage D.1 – Contractors Pollution Legal Liability** and **Coverage D.4 – Microbial Substance Contractors Pollution Liability,** directly caused by **your work** at the location designated and described in the **SCHEDULE** of this endorsement performed for that additional **insured** and included in the **products-completed operations hazard.**

However:

1. The insurance afforded to such additional **insured** only applies to the extent permitted by law; and
2. We will not extend any insurance coverage to any additional **insured** that is not provided to you in this policy; and
3. The insurance afforded to such additional **insured** will not be broader than that which you are required by the contract or agreement to provide for such additional **insured**.

**II.** With respect to the insurance afforded to these additional **insured**s, the following is added to **SECTION V – LIMITS OF INSURANCE**:

The most we will pay on behalf of the additional **insured** is the amount of insurance:

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

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**III.** With respect to the insurance afforded to these additional **insured**s, the following is added to **SECTION VI – REPORTING, DEFENSE, SETTLEMENT & COOPERATION**:

1. **Duties -- Additional Insured**

   An additional **insured** must see to it that:


Includes copyrighted material of Insurance Services Office, Inc., used with its permission.

**a.** We are notified in writing as soon as practicable of an **occurrence** which may result in a **claim** or **suit;**
**b.** We receive written notice of a **claim** or **suit** as soon as practicable; and
**c.** A request for defense and indemnity of the **claim** or **suit** will promptly be brought against any policy issued by another insurer under which the additional **insured** may be an insured in any capacity. This provision does not apply to insurance on which the additional **insured** is a **Named Insured**, if the written contract or written agreement requires that this coverage be primary and noncontributory.

**IV. SECTION VII – CONDITION 10. – Other Insurance** is amended by the addition of the following which supersedes any provision to the contrary:

**Primary And Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to the additional **insured** person(s) or organization(s) shown in the **SCHEDULE** of this endorsement provided that:

**1.** The additional **insured** person(s) or organization(s) is a **Named Insured** under such other insurance; and
**2.** You have agreed in writing in a contract or agreement, in effect during this **policy period**, that this insurance would be primary and would not seek contribution from any other insurance available to the additional **insured** person(s) or organization(s). Such contract or agreement must be executed and in effect prior to the performance of **your work** included in the **products-completed operations hazard** which is the subject of such contract or agreement.

However, this provision does not apply if the other insurance available to the person(s) or organization(s) included as an additional **insured** is Owners and Contractors Protective Liability, Railroad Protective Liability, or similar project-specific, primary insurance.

**ALL OTHER TERMS AND CONDITIONS OF THE POLICY SHALL APPLY AND REMAIN UNCHANGED.**


Includes copyrighted material of Insurance Services Office, Inc., used with its permission.