MLC

State of New Hampshire

DEPARTMENT OF ADMINISTRATIVE SERVICES
25 Capitol Street – Room 100
Concord, New Hampshire 03301
(603) 271-3201 | Office@das.nh.gov

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Charles M. Arlinghaus
Commissioner

Catherine A. Keane
Deputy Commissioner

Sheri L. Rockburn
Assistant Commissioner

October 27, 2023

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

REQUESTED ACTION

1) Authorize the Division of Public Works Design and Construction to enter into a contract with HDR Engineering, Inc. (VC#169983), Manchester, New Hampshire, for a total price not to exceed $6,733,000, for DPW Project No. 81277R, Contract A – ARPA Hatchery Modernization, New Hampton, New Hampshire. This contract is effective upon Governor and Council approval through October 31, 2026, unless extended in accordance with the contract terms. **100% Federal Funds.**

2) Further authorize that a contingency in the amount of $500,000 be approved for unanticipated design expenses for the ARPA Hatchery Modernization, bringing the total to $7,233,000. **100% Federal Funds.**

3) Further authorize the amount of $20,000 be approved for payment to the Department of Administrative Services, Division of Public Works Design and Construction (VC#311152), for engineering services provided, bringing the total to $7,253,000. **100% Federal Funds.**

Funding is available in account titled NH Fish and Game Department, as follows:

03-75-75-752020-2649000 – Water Quality & Hatchery Proj

	FY 2024
034-500161 – New Construction – Design	$ 6,733,000
034-500161 – New Construction – Design Contingency	$ 500,000
085-588514 – Interagency XFR Fed – DPW Fees	$ 20,000
Grand Total	**$ 7,253,000**

EXPLANATION

Funding for the design and construction of new 100,000 and 150,000 pound fish hatcheries is provided through the American Rescue Plan Act (ARPA). This contract is for professional design and construction administration services to modernize the fish hatchery system at the Powder Mill Fish Hatchery, in New Hampton. Modernization is required to meet state and federal standards for phosphorous and other nutrient discharges, as well as improve efficiency of facility operations. The project will include infrastructure for fish production, reduction of waste loads and water usage, and improvement of hatchery buildings to meet current building codes

The Department of New Hampshire Fish and Game completed a year-long study effort to evaluate the feasibility and cost to achieve compliance with extremely stringent total phosphorus (TP) effluent limits of the National Pollutant Discharge Elimination System (NPDES) Permit, at its Powder Mill Fish Hatchery. Due to the anticipated cost of a new effluent treatment system at Powder Mill, as well as significant infrastructure investment needs at the hatcheries, the study included evaluation of increased production at other facilities in the state to compensate for a significant loss in production from Powder Mill if effluent TP requirements could not be economically met. This study concluded that the most economically feasible approach to meeting state hatchery production goals is to construct a new recirculating aquaculture system (RAS) at its New Hampton location. The new RAS will be designed for approximately 150,000 pounds of fish production.

In June 2022, the Division of Public Works Design & Construction solicited Registered Architects, by public announcement in the State, for interest in providing consultant services for design of the Hatchery Modernization. The following two (2) firms submitted Letters of Interest and Qualifications:

The H.L. Turner Group Inc.
HDR Architecture, Inc.

These consultant firms were evaluated based on their experience with projects of a similar nature. Each firm was sent a request for a technical proposal and scheduled for an interview held on September 6, 2022.

Each firm's technical proposal and interview were rated on the basis of: comprehension of the assignment; clarity of the proposal; capacity to perform in a timely manner; quality and experience of the project manager and the team; and overall suitability for the assignment. The firm of HDR Engineering, Inc. was chosen as the best qualified for the project. A copy of the firm's Statement of Qualifications is provided, herewith, for your information and convenience.

The consultant selection process employed by the Department for this project is in accordance with RSAs 21-I:22, 21-I:22-c and 21-I:22-d, all applicable Federal laws and the Department's procedures for "Selection of Engineers, Architects and Surveyors" dated July 28, 2005. The Consultant Selection Committee included representatives from the Division of Public Works Design and Construction and the Department of Fish and Game.

The agreement has been approved by the Attorney General as to form and execution; and the Department of Fish and Game has certified that the necessary funds are available. Copies of the fully executed agreement are on file at the Secretary of State's Office and the Department of Administrative Services, Division of Public Works Design and Construction.

Attached please find a copy of the tabulation of bids for this project.

Respectfully submitted,

Charles M. Arlinghaus,
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PUBLIC WORKS DESIGN & CONSTRUCTION

AGREEMENT FOR
ARPA – FISH HATCHERY MODERNIZATION
NEW HAMPTON, NEW HAMPSHIRE
DIVISION OF PUBLIC WORKS DESIGN & CONSTRUCTION'S
PROJECT NUMBER 81277R
CONTRACT A

HDR ENGINEERING, INC.
250 COMMERCIAL STREET, SUITE 3007
MANCHESTER, NH 03101

EXHIBIT INDEX

1. Exhibit 'A': Proposal dated September 20, 2023, from HDR Engineering, Inc., 64 pages.
2. Exhibit 'B': HDR Engineering, Inc., Wage Rates, 4 pages.
3. Exhibit 'C': Quality Assurance/Quality Control Program dated July 11, 2022, from HDR Engineering, Inc., 4 pages.
4. Exhibit 'D': Required Contract Terms for Programs Funded by ARPA SFRF, 12 pages.

These documents, in the aggregate, constitute the total scope of professional service requirements for this project. If a conflict should occur between any of these documents, the highest or greatest, or most complete scope or standard or task shall take precedence.

DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PUBLIC WORKS DESIGN & CONSTRUCTION

PROJECT NUMBER 81277R CONTRACT A

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT made this 27th day of October in the year 2023 between the STATE OF NEW HAMPSHIRE, hereinafter referred to as the STATE, by the EXECUTIVE DIRECTOR OF THE DEPARTMENT OF FISH AND GAME, hereinafter referred to as the USING AGENCY, and the COMMISSIONER OF THE DEPARTMENT OF ADMINISTRATIVE SERVICES, hereinafter referred to as the DEPARTMENT, acting under NH RSA chapter 21-I, as amended, and HDR ENGINEERING, INC., 250 Commercial Street, Suite 3007 Street Manchester, New Hampshire (Vendor Number 169983) hereinafter referred to as the CONSULTANT, collectively "PARTIES," witnesses that:

WHEREAS, CONSULTANT submitted a proposal to provide consultant services for the design of the ARPA – Fish Hatchery Modernization, New Hampton, NH (Exhibit 'A').

NOW THEREFORE, in consideration of the undertakings of the parties hereinafter set forth, the DEPARTMENT hereby engages the CONSULTANT, as an independent contractor and not as a STATE agent or employee, to perform the professional services required for the planning, design, and construction of the project including but not limited to feasibility studies, programming, site and building assessments and inspections, construction documents, computerized building simulation, life cycle costing, and on-site observation, as required for the project, in accordance with Exhibits 'A', 'B', 'C' and 'D' and the following terms and conditions for payment of a lump sum fee, not-to-exceed Six Million, Seven Hundred Thirty Three Thousand Dollars and Zero Cents ($6,733,000.00). The CONSULTANT agrees to accept this amount as full compensation for the combined total cost of all work, expenses, and profit.

THE PROFESSIONAL SERVICES SHALL CONSIST OF THE FOLLOWING:

Based on the outcome of the Statewide Hatchery System Evaluation, the NH Department of Fish & Game plans to construct a new recirculating aquaculture system (RAS) capable of producing roughly 150,000 lbs per year. Most existing hatchery infrastructure at the New Hampton Fish Hatchery will either be abandoned in place, demolished as required for new construction, or continued to be used as is. HDR Engineering, Inc. will provide preliminary design, design, bidding assistance, and construction phase engineering services, in a Construction Management at Risk capacity, for the New Hampton State Fish Hatchery Modernization Project.

PART I FEE:

1. Payments on the account of the CONSULTANT'S services shall be made on the basis of the statement submitted by the CONSULTANT at the time of the service occurrence on a monthly basis and approved by the DEPARTMENT.

2. Payment will be based upon the

   A. Direct Labor Rate. The maximum Direct Labor Rate allowed for all labor classifications under this AGREEMENT shall be $80 per hour for the life of the AGREEMENT, except as noted in Exhibit 'B'.

   B. Contract Labor Rate. The Contract Labor Rate is the sum of the Direct Labor Rate and the Overhead and Burden.

   C. Fixed Fee. A Fixed Fee for profit and non-reimbursed costs shall be a negotiated amount based upon the estimated risk to be borne by the CONSULTANT. The maximum Fixed Fee shall be 12% of Contract Labor Rate.

3. Payment will be calculated as follows:

   Contract Labor Rate ($/hr) + Fixed Fee [12% maximum] ($/hr) = Total Hourly Wage per employee.

4. Payments on the account of the CONSULTANT'S basic services shall be made in proportion to the services performed so that compensation at the completion of each phase shall equal the following percentages of the total basic compensation:

A.	Phase 1A – Concept Development	15%
B.	Phase 2 - Schematic Design and Construction Documents	60%
C.	Phase 2A – Additional Design Services	3%
D.	Phase 3 – Design Services During Construction	18%
E.	Phase 3A – Construction Administration	4%

5. For the CONSULTANT'S additional services in making major revisions in drawings, specifications, and other documents when such revisions in the Construction Documents Phase and/or the Construction Phase are required and are inconsistent with written approval or instructions previously given, and are due to causes beyond the control of the CONSULTANT, as approved by the DEPARTMENT, compensation shall be based on wage rates provided in Exhibit 'B'.

6. Employees not listed on Exhibit 'B' shall be compensated per the requirements of PART 1 of this AGREEMENT.

7. Additional services of professional sub-consultants shall be computed at a multiple of one and one tenth (1.1) times the amount billed to the CONSULTANT for such services.

8. Direct personnel expense of employees engaged on the project includes architects, engineers, and other technical employees in producing drawings, specifications, and other documents

pertaining to the project. Such expenses shall include cost of salaries as well as mandatory and customary benefits.

9. All costs as described in the foregoing paragraphs are to be determined by actual records kept during the term of the AGREEMENT which are subject to audit by the STATE and Federal Governments. The final payment and all partial payments made may be adjusted to conform to this final audit. In no case will any adjustments exceed the total agreed upon not-to-exceed lump sum fee amount. All sub-consultant costs may also be subject to audit by the STATE and Federal Governments.

PART 2 ASBESTOS:

1. The CONSULTANT shall have no direct responsibility for the investigation, detection, abatement, replacement or removal of products, materials or processes containing asbestos. If any asbestos is encountered during the design or construction of the project, it shall be the responsibility of the DEPARTMENT to negotiate a fee with the CONSULTANT to provide for the services, or sub-consultant required for the detection, abatement, replacement or removal of the products, materials or processes containing asbestos.

PART 3 DESIGN GUIDELINES:

1. The CONSULTANT agrees to follow the provisions of the current DIVISION OF PUBLIC WORKS DESIGN & CONSTRUCTION'S Design Guidelines, as well as, the DEPARTMENT's Interior Space Planning Standards, and amendments thereto, or other professional codes or standards applicable to the services to be performed under this AGREEMENT. When a publication (including interim publications) is specified, it refers to the most recent date of issue in effect at the time of execution of this AGREEMENT.

PART 4 CONSULTANT'S BASIC SERVICES:

1. The CONSULTANT'S basic services shall consist of the five phases described below or any combination thereof, per a Construction Management at Risk delivery method.

   A. SCHEMATIC DESIGN PHASE: The CONSULTANT shall consult with the DEPARTMENT through the DIVISION of PUBLIC WORKS DESIGN & CONSTRUCTION to ascertain the requirements of the project and shall confirm such requirements through the DIVISION of PUBLIC WORKS DESIGN & CONSTRUCTION.

      1. The CONSULTANT shall prepare Schematic Design Studies, consisting of drawings and other documents illustrating the scale and relationship of the project components, together with a semi-detailed estimate of construction costs, submitting three (3) sets of these studies to the DEPARTMENT for authorization to proceed to the next phase by the DEPARTMENT through the DIVISION of PUBLIC WORKS DESIGN & CONSTRUCTION.
      2. The CONSULTANT shall present the Schematic Design Documents at a review meeting with the DIVISION of PUBLIC WORKS DESIGN & CONSTRUCTION and the USING AGENCY. The presentation shall contain justification of the concept selected plus a review of options as applicable for the type of project.

B. DESIGN DEVELOPMENT PHASE: The CONSULTANT shall prepare, from authorized Schematic Design Studies, the Design Development Documents, consisting of drawings and other documents to fix and describe the size and character of the entire project including architectural, structural, mechanical, electrical, site development and utilities, materials and methods, as required, together with a more detailed estimate of construction costs, submitting three (3) copies of these studies to the DEPARTMENT for authorization to proceed to the next phase by the DEPARTMENT through the DIVISION of PUBLIC WORKS DESIGN & CONSTRUCTION.

1. The CONSULTANT and representatives of each of the consultant engineering disciplines required for the project shall present the Design Development Documents at a review meeting with the DIVISION of PUBLIC WORKS DESIGN & CONSTRUCTION and the USING AGENCY. The presentation shall include justification of selections and impacts of decisions on life cycle costs. The documents shall describe the project sufficiently to allow for thorough evaluation.
2. As a minimum, the Design Development package shall include:
   a. Definitive Drawings
      1) Site plan
      2) Floor plans
      3) Elevations
      4) Section
      5) Systems line drawings
   b. Narrative building description including all systems and performance criteria.
   c. Outline specifications including all divisions proposed for final specifications.
   d. Detailed cost estimate itemized by specification heading.
   e. Narrative analysis of any disproportionate budget monies assignments, if any, with justifications.
   f. Documented cost/benefit research of options reviewed by each design team discipline.

C. CONSTRUCTION DOCUMENTS PHASE: The CONSULTANT shall prepare, from authorized Design Development Documents, working drawings and specifications, setting forth in detail the requirements for the construction of the entire project, in cooperation with the requirements of the Project Architect/Engineer of the DIVISION of PUBLIC WORKS DESIGN & CONSTRUCTION.

1. Construction documents shall comply with all current applicable Federal, STATE, and local codes, laws, regulations and requirements applicable to the project, including Executive Orders 2004-7 and 2005-4, and State of NH "High Performance Design Standard" regarding energy efficiency of State Government, in effect as of the date of the advertising of the project.
2. The CONSULTANT hereby agrees that the construction documents shall be produced in 1/8-inch scale or larger, measuring 24 inches by 36 inches with a 1/2-inch border and a binding border of 1-1/2 inches, unless larger sheets are approved by the DEPARTMENT.
3. The CONSULTANT with the cooperation of the DEPARTMENT shall prepare the technical specifications in the Construction Specifications Institute's format. Specifications shall be on "bond paper", suitable for reproduction. The Drawings which have been completed by a computer aided drafting system shall be presented to the DEPARTMENT in .DXF or the Department's latest release of AutoCad format. Back of the Plan Sheets shall be labeled with its corresponding electronic file name. The Specifications which have been completed by a computerized word processing system shall be presented to the

DEPARTMENT in the Department's current release of Microsoft Word format. The formats and file names shall be clearly identified on the compact discs.

4. The CONSULTANT shall provide an original wet seal(s) on final construction documents.
5. The CONSULTANT shall advise the DEPARTMENT of any adjustments to previous statements of probable construction costs indicated by changes in program or requirements and shall deliver to the DEPARTMENT a detailed construction cost estimate based on all items of the construction documents.
6. The CONSULTANT shall deliver three (3) sets of prints of the working drawings and specifications to the DEPARTMENT for final review and authorization to proceed to the next phase prior to submitting the original construction documents.
7. The CONSULTANT shall include an affidavit confirming that the construction documents have been reviewed by the CONSULTANT in accordance with the CONSULTANT'S quality assurance/quality control (QA/QC) program provided in Exhibit "C".

D. BIDDING AND NEGOTIATION PHASE: The CONSULTANT shall assist the DEPARTMENT in preparing the necessary addenda, during the bidding period, and shall assist in negotiations, as required, prior to award of the construction contract.

E. CONSTRUCTION ADMINISTRATION PHASE: Generally, the CONSULTANT shall function as an advisor to the DIVISION of PUBLIC WORKS DESIGN & CONSTRUCTION'S Project Architect/Engineer. The CONSULTANT shall, at all times, have access to the work and shall make weekly visits, or as specified in Exhibit 'A', to the site to familiarize itself generally with the progress and quality of the work and to determine, in general, if the work is proceeding in accordance with the Contract documents, and shall require its sub-consultants to visit the site upon its request to inspect the work in progress. The CONSULTANT shall, to the best of its ability, notify the DEPARTMENT as to defects and deficiencies in the work of the Contractor. The DEPARTMENT reserves the right to require the CONSULTANT to make visits to the site, more frequently or less frequently than weekly, as ordered by Project Architect/Engineer of the DIVISION of PUBLIC WORKS DESIGN & CONSTRUCTION.

1. After each visit, the CONSULTANT shall promptly submit a written report of its findings (ex. meeting minutes), and/or those of its sub-consultants, to the DEPARTMENT, listing all its observations, decisions and interpretations of the Contract documents and work progress, made during on-site visits.
2. Based upon such observations at the site, and on the Contractor's Requisition for Payment, the CONSULTANT shall determine the appropriateness of line-item costs submitted and shall so advise the DEPARTMENT prior to the processing of the Partial Payment Estimate.
3. The CONSULTANT shall conduct timely review and approval of shop drawings, samples and other submissions of the Contractor only for conformance to the design concept of the project and for compliance with the information given in the Contract documents. These shall be forwarded to the DEPARTMENT for final approval.
4. The CONSULTANT shall record and distribute minutes of all project meetings and shall advise the DIVISION's Project Architect/Engineer relative to construction disputes.
5. The CONSULTANT shall also issue Architect's Supplemental Instructions, as required, to clarify and interpret the Contract Documents and submit finish color selections for USING AGENCY'S approval.
6. The CONSULTANT shall prepare and compile Requests for Proposal for Change/Alteration Orders. The CONSULTANT shall review Contractor's

Change Estimates and advise the DIVISION's Project Architect/Engineer relative to the accuracy and acceptability of the Change Estimates.

7. The CONSULTANT shall conduct the inspections to assist the DEPARTMENT in determining the dates of Substantial and Final Completion, and shall receive and review written guarantees and related documents assembled by the Contractor.
8. The CONSULTANT shall assist in the preparation of the Substantial Completion Certificates, compiling punch lists of work in need of correction.

PART 5 DATE OF COMPLETION:

1. The CONSULTANT hereby agrees to process the services required by this AGREEMENT expeditiously to the completion of the Construction Documents Phase of the assigned project and to deliver these documents to the DEPARTMENT on or before December 31, 2024.

PART 6 THE DEPARTMENT'S RESPONSIBILITIES:

1. The DEPARTMENT will provide the CONSULTANT with all pertinent information, to a reasonable extent, regarding the DEPARTMENT'S and the USING AGENCY'S requirements for the project.

2. The DEPARTMENT will review project documents for consistency with DEPARTMENT standards. The DEPARTMENT'S review is to ensure project requirements are met, there are no negative impacts to USING AGENCY operations, and the design is in the STATE'S best interest. The DEPARTMENT'S review shall not be considered part of the CONSULTANT'S QA/QC program.

3. The DEPARTMENT hereby designates the DIVISION of PUBLIC WORKS DESIGN & CONSTRUCTION as its representative, authorized to act in its behalf with respect to the project. The Project Architect/Engineer of the DIVISION of PUBLIC WORKS DESIGN & CONSTRUCTION will examine the documents submitted by the CONSULTANT and will render decisions pertaining thereto promptly in order to avoid delay in the progress of the CONSULTANT'S work.

4. The DEPARTMENT will administer all details in connection with obtaining bids or negotiating proposals, awarding and preparing contracts, preparing partial estimates and other contract administrative work required for the project.

5. The DEPARTMENT will provide for field inspection of the work.

6. The DEPARTMENT may extend the completion date stipulated in this AGREEMENT when satisfactory evidence is presented by the CONSULTANT that such extension is warranted.

PART 7 TERMINATION OF AGREEMENT:

1. The DEPARTMENT may at any time, and for any cause, including, but not limited to, the failure of appropriation of funds for these purposes, after the execution of this AGREEMENT, abandon or suspend for an indefinite time the prosecution of the work required by this AGREEMENT or any part thereof. Upon notification in writing of such abandonment or suspension, this AGREEMENT shall be terminated or modified as the case may require. In such event, the CONSULTANT shall, in addition to any installment or fee payable prior to such

abandonment or suspension, be entitled to fair compensation for any uncompensated work in progress, satisfactorily performed prior to such abandonment or suspension, and all documents finished or unfinished shall become the property of the STATE as official records and documents of public concern and information.

2. The CONSULTANT, for just cause, may terminate this agreement by notifying the DEPARTMENT in writing thirty (30) days prior to such termination.

PART 8 EXTENT OF AGREEMENT:

1. This AGREEMENT, including all Exhibits, is the entire AGREEMENT and understanding of the parties and supersedes all prior understandings. This AGREEMENT shall be construed according to the laws of the STATE. The scope of work in this AGREEMENT shall not be modified in any way without prior approval of the Governor and Council.

PART 9 CONTINGENT NATURE OF AGREEMENT:

1. Notwithstanding anything in this AGREEMENT to the contrary, all obligations of the STATE, including, without limitation, the continuance of payments, are contingent upon the availability and continued appropriation of funds, and in no event shall the STATE be liable for any payments in excess of such available appropriated funds. In the event of a reduction or termination of those funds, the STATE shall have the right to terminate this AGREEMENT.

PART 10 CLAIMS AND INDEMNIFICATION:

1. NON-PROFESSIONAL LIABILITY INDEMNIFICATION: The CONSULTANT agrees to defend, indemnify and hold harmless the STATE and all of its officers, agents and employees from and against any and all claims, liabilities or suits arising from (or which may be claimed to arise from) any (i) acts or omissions of the CONSULTANT or its sub-consultants in the performance of this AGREEMENT allegedly resulting in property damage or bodily injury and/or (ii) misconduct or wrongdoing of the CONSULTANT or its sub-consultants in the performance of this AGREEMENT.

2. PROFESSIONAL LIABILITY INDEMNIFICATION: The CONSULTANT agrees to defend, indemnify and hold harmless the STATE and all of its officers, agents and employees from and against any and all claims, liabilities or suits arising from (or which may be claimed to arise from) any negligent acts or omissions of the CONSULTANT or its sub-consultants in the performance of professional services covered by this AGREEMENT.

3. These covenants shall survive the termination of the AGREEMENT. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the STATE, which immunity is hereby reserved by the STATE.

PART 11 INSURANCE:

1. It is agreed that, in accordance with NH RSA chapter 281, as amended, the CONSULTANT shall purchase and keep in effect, until the date that final payment has been approved on the project that is subject to this AGREEMENT, workers' compensation insurance, and require its sub-consultants to do likewise. The CONSULTANT shall furnish the DIVISION OF PUBLIC

WORKS DESIGN & CONSTRUCTION with certificates showing that this insurance has been purchased.

2. Further agreed that, in accordance with NH RSA 21-I:80, II, as amended, the CONSULTANT shall purchase and keep in effect, until the date that final payment has been approved on the project that is subject to this AGREEMENT, professional liability insurance (errors and omissions) providing protection to the STATE for the CONSULTANT'S acts and omissions. Such professional liability insurance shall be in the minimum amount of $2,000,000 in the aggregate. No retention (deductible) shall be more than $75,000 per claim. The CONSULTANT shall furnish the DIVISION OF PUBLIC WORKS DESIGN & CONSTRUCTION with certificates showing that this insurance has been purchased.

3. Further agreed that, the CONSULTANT shall purchase and keep in effect, until the date that final payment has been approved on the project that is subject to this AGREEMENT, commercial or comprehensive general liability insurance including contractual coverage, for all claims of bodily injury, death or property damage, in policy amounts of not less than $250,000 per occurrence and $2,000,000 in the aggregate (STATE, its agencies, and its agents and employees to be named as additional insureds). The CONSULTANT shall furnish the DIVISION OF PUBLIC WORKS DESIGN & CONSTRUCTION with certificates showing that this insurance has been purchased.

4. Further agreed, the CONSULTANT shall purchase and keep in effect, until the date that final payment has been approved on the project that is subject to this AGREEMENT, commercial and personal automobile liability insurance covering motor vehicles, including owned, hired, borrowed, and non-owned vehicles. Such insurance shall be in the minimum amount of $500,000 combined single limit for bodily injury and property damages. The CONSULTANT shall furnish the DIVISION OF PUBLIC WORKS DESIGN & CONSTRUCTION with certificates showing that this insurance has been purchased.

5. All of the insurance policies required by this AGREEMENT shall require the insurer to provide the DIVISION OF PUBLIC WORKS DESIGN & CONSTRUCTION with thirty (30) days' prior written notice before an insurance policy is cancelled or modified, or ten (10) days' prior written notice in the event of non-payment of premium.

6. The certificates shall evidence the required coverage, retention (deductible) and cancellation clause. The CONSULTANT shall have a continuing duty to provide the DIVISION OF PUBLIC WORKS DESIGN & CONSTRUCTION with new certificates of insurance as the policies are amended or renewed. Failure to comply with the insurance requirements of this AGREEMENT may result in a delay in processing requisitions, stopping work on the project, or other consequences.

PART 12 GENERAL PROVISIONS:

1. Severability Clause: If any provision of this AGREEMENT is declared to be invalid, the remainder of the AGREEMENT will be deemed valid and enforceable.

2. Applicable Law: This AGREEMENT is governed by, and shall be construed in accordance with, New Hampshire law.

3. Ownership of Documents: All data, plans, drawings, tracings, estimates, specifications, proposals, sketches, diagrams, calculations, reports or other documents collected, prepared or undertaken either manually or electronically by the CONSULTANT under the provisions of this AGREEMENT, immediately shall become the property of the DEPARTMENT and, when completed, shall bear the CONSULTANT'S endorsement. The CONSULTANT shall surrender

to the DEPARTMENT, upon demand at any time, or submit to its inspection any data, plan, drawing, tracing, estimate, specification, proposal, sketch, diagram, calculation, report or document that shall have been collected, prepared or undertaken by the CONSULTANT pursuant to this AGREEMENT, or shall have been hitherto furnished to the CONSULTANT by the DEPARTMENT. The CONSULTANT shall have the right, with the written approval of the DEPARTMENT, to use any of the data prepared by it and hitherto delivered to the DEPARTMENT at any later stage of the project contemplated by this AGREEMENT. Reuse of any of these documents by the STATE, without written permission of the CONSULTANT, shall be at the STATE'S risk.

PART 13 FEDERAL REQUIREMENTS

1. The CONSULTANT shall comply with all the contract terms provided in Exhibit 'D', 'Required Contract Terms for Programs Funded by ARPA SFRF'.

HDR ENGINEERING, INC.:

DATED: 10/27/23 BY: Heather H. Ivester

Heather H. Ivester
(PLEASE PRINT NAME)

Heather.Ivester@hdrinc.com
(EMAIL ADDRESS)

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES:

DATED: 11/3/23 BY:

Charles M. Arlinghaus
Commissioner

USING AGENCY:
NH FISH & GAME DEPARTMENT

DATED: 11/3/2023 BY: Scott R Mason

Scott R. Mason
Executive Director

ATTORNEY GENERAL:

This is to certify that the above Agreement has been reviewed by this office and is approved as to form and execution.

DATED: 11/8/2023 BY:

SECRETARY OF STATE:

This is to certify that the Governor and Council approved this Agreement/amendment on _____.

DATED: _____ BY: _____

Secretary of State

Michelle L. Juliano

10/9/23

HDR

New Contract #81277R-A
For G&C Approval 09/22/2023
Not-to-exceed $6,733,000

September 20, 2023

Roger E. Dionne, P.E.
Project Manager IV - Civil
NH Department of Administrative Services
Division of Public Works, Design and Construction
7 Hazen Drive, PO Box 483
Concord, NH 03302-0483

RE: ARPA Fish Hatchery Modernization
Project No. 81277R, Contract A
Final Scope and Fee

Dear Mr. Dionne,

HDR Engineering, Inc. (HDR) is pleased to build our working relationship with the New Hampshire Department of Administrative Services as we serve your client, the New Hampshire Fish and Game Department. HDR has worked diligently alongside NHDAS and NHFGD to finalize the scope and fee for the ARPA Fish Hatchery Modernization Project No. 81277R, Contract A. Please find the attached scope and cost tables. The scope details the proposed work, and the cost tables include labor rates and other direct costs in accordance with the contract during negotiations.

Per previous correspondence, HDR has prepared the fee of $6,733,000 with the following understandings:

- HDR staff direct raw rates will be capped at $80/hr with the exception of Matt Cochran, Sr. Fisheries Director, for which NHDAS has granted an exception.

- Given that this contract includes design services as well as services during construction, there will be many staff supporting this overall project. Additionally, the importance of project schedule required to meet the ARPA funding requirements necessitates that HDR be allowed to use staff at its discretion to meet project deadlines. For staff utilized during the contract not listed in the contract rate sheets, HDR will submit a list every month of first time chargers for tracking purposes. These staff will be billed with the same multipliers as those that are listed in the rate sheets provided in the contract.

- Separate rates associated with design and construction phases will be used on the project. Design rates are based on assumed 2024 rates given most of the design will take place in 2024. Construction rates are based on assumed Q4 2025 rates.

hdrinc.com

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

- Fee estimates have been based on the best available information on the project concept at the time of project scoping, and will be revisited if necessary, as the project develops.

- HDR acknowledges Exhibit D of the contract which provides the Required Contract Terms for Programs Funded by ARPA SFRF.

HDR is excited to begin work on this project. If you have any questions or need additional information, please do not hesitate to contact me at (617)357-7766 or Heather.Ivester@hdrinc.com or our Project Manager Rebecca Elwood, PE at (603)391-0903 or Rebecca.Elwood@hdrinc.com.

Sincerely,

HDR Engineering, Inc.

Heather H. Ivester, PE
Area Manager – Vice President

Rebecca Elwood, PE
Project Manager

September 15, 2023

EXHIBIT B

SCOPE OF SERVICES

NEW HAMPTON STATE FISH HATCHERY MODERNIZATION PROJECT

Project Background

NHFGD completed a year-long study effort to evaluate the feasibility and cost to achieve compliance with extremely stringent total phosphorus (TP) effluent NPDES Permit limits at its Powder Mill Fish Hatchery. Due to the anticipated cost of a new effluent treatment system at Powder Mill, as well as significant infrastructure investment needs at the hatcheries owned and operated by NHFGD, the study included evaluation of increased production at other facilities in the state to compensate for a significant loss in production from Powder Mill if effluent TP requirements could not be economically met. This study concluded that the most economically feasible approach to meeting state hatchery production goals is to construct a new recirculating aquaculture system (RAS) at its New Hampton location. Funding for this project has been obtained through the appropriation of state ARPA funding.

Project Summary

Based on the outcome of the Statewide Hatchery System Evaluation, NHFGD plans to construct a new recirculating aquaculture system (RAS) capable of producing roughly 150,000 lbs per year. Most existing hatchery infrastructure at the New Hampton Fish Hatchery will either be abandoned in place, demolished as required for new construction, or continued to be used as is. HDR will provide preliminary design, design, bidding assistance, and construction phase engineering services for the New Hampton State Fish Hatchery Modernization Project.

HDR understands that the State has a construction budget of approximately $50 million dollars. Construction budget is a benchmark and subject to wide variability based on final equipment selection, material escalation, and other factors. A Basis of Design Report, which is part of this scope, will help to define the project better prior to beginning design and will provide additional information that will be used to better understand project costs.

Scope of Services

HDR's scope of services is a phased approach to the development of a multi-discipline submittal of plans and specifications that will take the project from feasibility study phase through construction.

Phase 1A (A to designate services considered Additional with respect to scope associated strictly with Design and Construction) includes Tasks 1 through 4 to cover items necessary to confirm the scope of the project and includes pre-design field inspections (i.e., environmental, survey, geotechnical, cultural), permitting and due diligence research to support the conceptual development and Basis of Design for the hatchery improvements.

Phase 2 services includes Tasks 1, and 5 through 8 to cover scope associated with design completion and are budgetary at this time. Phase 2 includes design development, preparation of construction documents and permits, and bidding services. Phase 2A (A to designate services considered Additional with respect to scope associated strictly with Design and Construction) Tasks 1, 9, and 10 to cover scope associated with selection and assistance in preparation of bid packages associated with the chosen project delivery method – Construction Manager At Risk (CMAR).

Phase 3 will consist of design services during construction and basic closeout services, while Phase 3A covers additional closeout services that are optional such as assistance with start-up, development of operations and maintenance manuals for the system as a whole, and as-recorded drawings.

It is important to understand that Phase 2, 2A, 3, and 3A are budgetary at this time and will be reassessed after the project concept is developed and agreed upon in Phase 1A. Furthermore, the Basis of Design established in Phase 2, Task 5 will impact the required scope and fee for the remainder of the project. Additionally, upon completion of Phase 2, Phase 3 will then be reassessed. Tasks are defined in detail in the pages that follow and organized as follows:

- Phase 1A – Concept Development
  - Task 1 – Project Management
  - Task 2 – Pre-Design Field Inspections, Permitting, and Due Diligence
  - Task 3 – New Hampton RAS Project Antidegradation Investigation
  - Task 4 – New Hampton RAS Project Concept Advancement

- Phase 2 – Schematic, Design, and Construction Document Services
  - Task 1 – Project Management
  - Task 5 – Basis of Design Report/Schematic Design
  - Task 6 – Design Development
  - Task 7 – Construction Documents
  - Task 8 – Opinion of Probable Construction Cost

- Phase 2A – Additional Design Services
  - Task 1 – Project Management
  - Task 9 – CMAR Selection
  - Task 10 – CMAR Bid Packages No. 1 – No. 3

- Phase 3 – Design Services During Construction
  - Task 1 – Project Management
  - Task 11 – Design Services During Construction
  - Task 12 – Basic Project Closeout

- Phase 3A – Additional Closeout Services
  - Task 13 – Additional Project Closeout

A summary of the required engineering fees are shown below, while a comprehensive fee breakdown is presented separately.

Phase	Total Cost	% of Construction
1A – Concept Development	$1,005,035	[redacted]
2 – Schematic, Design, and Construction Document Services	$3,994,016	8.0%
2A – Additional Design Services	$217,289	[redacted]
3 – Design Services During Construction	$1,227,634	2.4%
3A – Additional Closeout Services	$289,026	[redacted]
Total Development, Design, and Construction	**$5,221,650**	**10.4%**
Total Additional Services	**$1,511,350**	[redacted]
Total Engineering Fees	**$6,733,000**	[redacted]

Phase 1A – Concept Development

Task 1 – Project Management

Objective: Provide management activities including planning, organizing, and monitoring tasks, quality control, coordination with NHFGD, NHDAS, DPW (collectively referred to as the State), and other management activities.

HDR Activities:

- Prepare a project management plan outlining the project scope, team organization, schedule, communications, and safety information.
- Coordinate and manage the project team.
- Maintain a project decision and change log.
- Budget, schedule and invoice management.
- QC reviews of project deliverables.
- Progress reporting.

Task Deliverables:

- Monthly invoicing, including project status.
- Meeting agendas, presentations, and minutes (pdf).
- Bi-weekly one-hour virtual progress meetings.

Key Understandings:

- Invoicing procedures will be HDR standard invoicing based on Lump Sum. A status report, with a brief description of services provided during the billing period and services anticipated in the next month, will be included with each invoice along with documentation required per contract.
- The project is expected to be up to 36 months; approximately 12 months for design completion.
- Bi-weekly meetings will be held virtually for a duration of one-hour with HDR PM, Assistant PM, and Fisheries Lead.
- HDR will develop a simple agenda for each meeting that will include schedule with updates. Meeting minutes will be prepared and submitted for review in a timely fashion after the conclusion of each meeting.

- The decision log will include costs for decisions/actions to assist the State with review and making the decision on whether to proceed with the change/decision. Once the State accepts the decision, and the cost, HDR will seek approval to use designated contingency funding.
- HDR has a reasonable right to rely on information and data provided by the owner for use in this work.
- The contract completion date is **October 31, 2026**. More time may be granted if both parties agree to an extension thru an alteration order.
- Final Construction Documents will be delivered to the State no later than **December 31, 2024**.

Planned Meetings:

- Bi-weekly Progress Meetings will be held to report progress, discuss alternatives, request information, and receive feedback.

Client Responsibilities:

- Timely review, approval, and processing of monthly invoices.
- Review and process contract change requests and amendments, if needed.
- Attend one-hour meetings Bi-weekly and provide feedback on preferences/decision points.

Task 2 – Pre-Design Field Inspections, Permitting, and Due Diligence

Objective: The purpose of this task is to perform pre-design survey, geotechnical investigation, environmental assessments, water chemistry analysis of Dickerman Pond, Phase 1 cultural resources investigations, Section 106 services, and field visits for design engineers.

HDR Activities:

- Conduct a two-day site evaluation with HDR discipline engineers at the existing hatchery facilities with NHFGD staff. The purpose of the facility visit is to review existing conditions, discuss existing site challenges, and outline operational requirements.
- Provide a request for information to NHFGD to include required hatchery information including:
    - Three years of influent water quality data including items such as flow rate, temperature, and as available – TP, PO4-P, TDS, TSS, ammonia, and pH.
    - All available historical drawings and operational manuals of the New Hampton State Fish Hatchery.
    - Available water chemistry data from Dickerman Pond.
- Coordinate additional water quality sampling, if required.
- HDR will coordinate with its sub-consultant, Doucet Survey, to obtain a boundary and topographical survey.
    - Review of available data to support the determination of the deeded boundaries of the parcel.
    - Field survey to locate evidence of the deeded boundaries and observable evidence of easements of records.
    - Field survey to locate topographic features including structures, borings (by others), observable utilities, wetland flagging (by others), and 2-foot contours.
    - Computations and drafting of the "Existing Conditions Plan" with one copy of the plan in digital format. Horizontal datum will be NAD83(2011) New Hampshire State Plane Coordinate: Zone (2800) and vertical datum will be approximate NAVD88(GEOID18) (±.2'), both derived from redundant VRS GNSS observations.

- Monumentation of property lines with #5 Rebar with a surveyors' identification cap or drill holes in rock. Per New Hampshire Code of Administrative Rules Board of Licensure for Land Surveyors, Lan 503.08(a): Monuments shall be set so that upon completion of the boundary survey, each corner of the property will be physically monumented.

- Subsurface investigation using an array of single and multi-frequency electromagnetic instruments and/or Ground Penetrating Radar (GPR). The client shall be on-site with the crew to direct them to the specific area(s) of interest.

- HDR will coordinate with its sub-consultant, New England Boring, to obtain geotechnical data via eight borings, assuming two borings at the north site and six borings at the south site. Utility locations will be coordinated by New England Boring. Geotechnical scope of services does not include site restoration.

- HDR will perform geotechnical boring field observations and prepare one geotechnical report with recommendations for structural elements, grading, and paving sections.

- HDR will perform Environmental Permitting/Survey to include:

  - HDR will prepare a listing of applicable federal, state, and local permits for discussion with relevant state and federal agencies including USACE.

  - HDR will prepare required environmental permit applications on behalf of the owner or other named agent (i.e., HDR will not be the permit holder).

  - Regulated Building Materials Survey assessment and report for Lead Containing Paint (LCP) by licensed inspectors (2-day survey). Assumes no destructive/invasive explorations of the interiors of machinery, electrical distribution equipment, and other mechanical equipment.

  - Representative Polychlorinated Biphenyls (PCBs) will be collected from accessible suspect materials that may be disturbed by demolition activities so as to determine if PCBs are present in building materials that require management under the EPA's Toxic

Substances Control Act (TSCA) regulations.

- No Environmental Impact Statement (EIS) study or alternatives analysis is assumed. HDR will complete an Environmental Assessment (EA) with the following information:
  - Project location.
  - Applicant and applicant representatives.
  - Project description, background, purpose, public need and benefits, required discretionary permits/approvals and public actions.

- It is assumed that the project would have no significant adverse environmental impacts; however, statements/explanations will be prepared to document the consideration of the following disciplines including up to 15 graphics and figures:
  - Surface and Groundwater Water Resources and Water Use
  - Vegetation, Wildlife and Ecological Communities
  - Threatened and Endangered Species
  - Land Use, Zoning, and community services
  - Historic and Archeological Resources
  - Hazardous Materials
  - Public Health and Safety
  - Traffic, Transportation and Parking
  - Air Quality and Noise

- HDR will coordinate with NHFGD and Natural Heritage Bureau to obtain specific information on protected species that have the potential to be impacted by the project, potential seasonal restrictions, or the need for other surveys. Habitat assessments will be prepared concurrent with wetland and waterbody surveys.

- Water withdrawal, discharge and reuse permitting assumes use of standard submittal forms with no extended agency reviews or delays assumed.

- Stormwater management and NPDES permits assumes use of standard submittal forms with no extended agency reviews or delays.

- SHPO and Coastal Zone consistency/waterfront development reviews assumes standard concurrence time for reviews and consultations.

- HDR will perform a Phase 1A Archaeological Sensitivity Assessment to include:
    - Assess the potential for cultural resources in the area of potential effect that primarily consists of the locations of the RAS Treatment buildings, the Growout Rearing building, Intermediate Rearing Building, and Hatchery Building and Broodstock footprints, new access roads, and laydown or staging areas.
    - Synthesize research results, analyze these for impacts and make recommendations for a Phase IB Intensive Archaeological Investigations, if necessary.
    - A Phase IB Intensive Archaeological Investigation is anticipated for an approximately two-acre area where the new buildings are planned.
- HDR will participate in one (1) governmental use of property public meeting to include:
    - Provide written notification to the governing body or planning board regarding the project including plans, specifications, explanations of proposed changes available at the time, a statement of the governmental nature of the use, and a proposed construction schedule.
    - Participation in one (1) in-person public hearing relative to the proposed governmental use.

Task Deliverables:

- Boundary and topographical survey in CAD and PDF format.
- Geotechnical Report to be included in Task 5 Basis of Design Report.
- Environmental permitting matrix and Environmental Assessment (EA) to be included in Task 5 Basis of Design Report.
- Phase 1 cultural resources findings to be included in a technical memo provided in the Task 5 Basis of Design Report.

Key Understandings:

- If required, additional water quality sampling will be performed by the State and collected by the laboratory during regular sample collection. HDR will contract with the laboratory

directly to perform the analysis required. A budget of $2,000 has been set aside for additional analytical laboratory services. Should analysis above this budget be required, HDR will seek approval to use designated contingency funding.

- Geotechnical scope of services does not include site restoration.
- It is assumed that an Environmental Impact Statement (EIS), study, or alternatives analysis is not required. Should it be determined that it will be required due to unknown site conditions, HDR will seek approval to use designated contingency funding for the additional services required.
- Environmental assessment does not include subsurface investigation or remediation plan. Should additional environmental assessment or remediation plans be required, HDR will seek approval to use designated contingency funding.
- Wetland and watercourse delineations as well as Threatened/Endangered Species habitat assessments including NHFGD and Natural Heritage Bureau consultations is limited to the existing facility property. Should additional property outside of the existing developed facility be required to be assessed, HDR will seek approval to use designated contingency funding.
- The scope of this work does not include species specific surveys. The need for these surveys will be determined following habitat level surveys and preliminary evaluation of potential impacts. Should it be found that species specific surveys will be required, HDR will seek approval to use designated contingency funding.
- Water withdrawal, discharge and reuse permitting assumes use of standard submittal forms with no extended agency reviews or delays assumed.
- Stormwater management and NPDES permits assumes use of standard submittal forms with no extended agency reviews or delays.
- SHPO and Coastal Zone consistency/waterfront development reviews assumes standard concurrence time for reviews and consultations.
- No compensatory mitigation costs or fees are assumed.

- HDR assumes sending 2 staff to the governing body or planning board public hearing.
- HDR assumes 8 hours to respond to governing body or planning board public hearing comments.
- Local construction permits and fees to be acquired by the CMAR.

Planned Meetings:

- See Task 1.
- Assumed up to two (2) additional meetings with NHDES will be required to review the environmental, resource and permit applications.
- HDR will participate in one governmental use of property public meeting, assumed to be held in-person in the Town of New Hampton.

Client Responsibilities:

- Compliance with permit conditions or subsequent notice of violations are the sole responsibility of the owner/operator.
- Payment of applicable permit fees.
- Provide a copy of the deed(s) of record of the parcel to be surveyed.

Task 3 – New Hampton RAS Project Antidegradation Investigation

Objective: Investigate New Hampton RAS project antidegradation potentials for Dickerman Brook.

HDR Activities:

- Obtain and/or estimate flows and pollutant (total phosphorus, total suspended solids, biological oxygen demand, total nitrogen and ammonia nitrogen) concentrations/loads in Dickerman Brook to determine critical flows and background pollutant concentrations for antidegradation analyses.
- Determine effluent flows and pollutant (total phosphorus, total suspended solids, biological oxygen demand, total nitrogen and ammonia nitrogen) concentrations/loads over the last 3 years, as well as during the most recent 3 years of maximum production.
- Perform preliminary antidegradation calculations for the existing receiving water body (Dickerman Brook) using the data gathered and following NHDES procedures and/or guidance.
- Evaluate other regulatory options for permitting the new RAS discharge pollutant loads such as a variance with an associated compliance schedule to accommodate additional downstream monitoring after implementation of the project to evaluate nutrient effects and/or outfall relocation.
- Based on the findings of the above tasks, determine the most appropriate approach to permitting/meeting regulatory requirements and discuss w/ NHDES/EPA Region 1 in two virtual meetings and two in-person meetings in NH as needed to finalize antidegradation approach and effluent limits determination.
- Prepare written summary of the findings of this task in coordination with Task 5.
- Receive and incorporate State feedback.

Task Deliverables:

- Draft and Final Technical Memorandum in coordination with Task 5.

Key Understandings:

- Deliverables will be provided electronically in PDF format only.

- Prolonged regulatory review/negotiation has the potential for impacting the fees necessary to support this effort.

Planned Meetings:

- See Task 1.
- Assumed that a total of four (4) Meetings with NHDES/EPA Region 1 will be required (2 virtual and 2 in-person meetings in NH).

Information/ Services Provided By Others:

- N/A

Task 4 – New Hampton RAS Project Concept Advancement

Objective: Develop the concept of the proposed New Hampton RAS project further, particularly as it relates to maintaining existing flows and loads of pollutants in the effluent to meet antidegradation requirements for Dickerman Brook. This effort will focus on maximizing production of the RAS facility with minimal effluent treatment requirements. Piloting of a technology may be required to provide the project team with a solid understanding of anticipated achievable water quality, solid design parameters, and achievable production capacity.

HDR Activities:

- Using biological modeling, determine the production achievable by a new RAS facility that will meet the anticipated pollutant loads required without effluent treatment. Estimates for pollutant production based on anticipated feeding levels will be utilized to calculate the mass loading of phosphorus generated in pounds. The modeled pounds can be utilized to generate an expected concentration range based on the flow utilized.
- Using biological modeling, determine the pollutant load of a new RAS facility that maximizes production based on available source water.
- Discuss approximate modeled effluent quality of maximized RAS facility with drum filter, cloth media filter, and disc filter manufacturers to understand the achievable pollutant reduction with each technology without the need for advanced treatment processes.
- Determine if a polishing pond prior to discharge is feasible based on the available space and the volume available. Estimate effluent TP from a polishing pond based on performance seen in other like facilities.
- Given effluent quality from a RAS system will be different than the existing New Hampton effluent quality, HDR may facilitate obtaining samples of cultured water and effluent from an operational RAS facility. These samples may be sent to equipment manufacturers for bench testing.
- Piloting of the technology will provide the project team with an understanding of the anticipated achievable water quality and design parameters. For accurate water quality analysis, the piloting will need to be conducted at an operational RAS facility.

- Using biological modeling, determine the production achievable by a new RAS facility within the assumed or proven treated effluent pollutant constraint.
- Develop cost/benefit analysis for the three scenarios: 1) No effluent treatment, 2) Equalization Basin, 3) Cloth Media Filter.
- A quantitative biological model of fish production (i.e., bioprogramming) will be used to determine hatchery infrastructure requirements to meet production goals and will include water quality issues, expected production capacity growth rates, density, loading, biomass, rearing unit type, size, and number. The information and bioprogram results will be summarized into a brief document that highlights the required items and outlines production targets.
- HDR will prepare a design analysis which provides a written description of each improvement required to meet the fish production and facility improvement goals. This includes designation of materials of construction for significant items.
- Prepare written summary of the findings of this task in coordination with Task 5.

Task Deliverables:

- Draft and Final Technical Memorandum in coordination with Task 5.

Key Understandings:

- Deliverables will be provided electronically in PDF format only.
- HDR does not guarantee that a RAS facility willing to host a pilot can be identified.
- Only one technology will be piloted if necessary. Pilot is anticipated to be a cloth media filter with metal salt addition.
- Pilot will be installed and disassembled by cloth media filter manufacturer.
- HDR will operate the pilot for a period of two (2) weeks with one (1) week assumed for initial setup and an additional week for breakdown for a total of four (4)2 weeks.
- Laboratory analysis is budgeted at $5,000.
- Modeling of this facility includes client specified production goals, effluent parameters and assumed conditions. As expected, when working with living organisms, the actual conditions for the hatchery will vary from the modeled results

from season to season and based upon actual operating conditions. While variations are expected, the modeled parameters provide reliable guidelines for design decisions. Because conditions in the facility can be slightly altered to achieve the target goal, such as minor adjustments to the rearing environment (e.g. rearing density), temperature, and/or increasing the final densities several weeks before release, HDR is not responsible for adjustments to the rearing conditions by staff. The model provides guidelines but is not intended to guarantee specific results or fish production.

Planned Meetings:

- See Task 1.
- Assumed that a total of one (1) Meetings with NHDES will be required.

Information/ Services Provided By Others:

- N/A

Phase 2 – Schematic, Design, and Construction Document Services

Phase 2 is budgetary and subject to the design developed in Phase 1A.

Task 1 – Project Management – See Phase 1A, Task 1.

Task 5 – Basis of Design Report/Schematic Design

Objective: The purpose of this task is to develop a Basis of Design Report and schematic design drawings for the facility that meet the requirements defined in Phase I.

HDR Activities:

- HDR will provide a preliminary site plan and partial plans/sections as deemed necessary to complement the Basis of Design. Plans can be considered 30% documents and noted as schematic design (SD).
- HDR will facilitate a working charrette with the State on-site to walk through our concepts and obtain final agreement on moving forward into subsequent design phases. This is anticipated to be in person, at the site, and include up to four HDR staff.
- HDR will incorporate geotechnical, environmental and cultural findings from Task 2 into the Basis of Design Report.

Task Deliverables:

- Basis of Design Report with Schematic Drawings.
  - Schematic drawings to include cover sheet, plan of existing conditions, plan of new facility, and partial plans/sections as deemed necessary.

Key Understandings:

- Up to four (4) HDR staff will attend the onsite working charrette.
- Three (3) hard copies will be submitted to the Department through the Division of Public Works Design & Construction.
- It is assumed that Series B and C will be demolished to make room for the new hatchery building and RAS facilities. A-Station will be abandoned in place.
- The new RAS facility will be sized for roughly 150,000 lbs of production capacity plus the following year's fish growing on station and broodstock. The total on station pounds of fish in a

peak month could be between 160,000 to 170,000 lbs. The facility size is dictated by the maximum amount of water available from Dickerman Pond and the projected TP concentration in the effluent of the facility staying under the regulatory limit. These numbers provided are preliminary guides for scoping and will be refined in the formal bioprogramming outlined within this document.

- The new facility will be a 95% RAS in the intermediate and growout phases. The hatchery building will be run on first-use water and that water will be available to be serially reused in the RAS buildings.
- The Hatchery Building will be roughly 9,600 sf and is anticipated to house the following:
    - Conditioned office areas to include a lab for water chemistry and water quality analysis.
    - 30 early rearing tanks, 6' in diameter
    - 6 broodstock tanks, 10' in diameter
    - 2 linear spawning raceways
    - Dickerman Pond source water treatment (up to 1,400 gpm)
    - The final size of the building will be determined during preliminary design.
- The Intermediate Building will be a 16,600 sf pavilion style building, and anticipated to house the following:
    - 18 dual drain rearing tanks, 20' in diameter
    - Utilize 95% RAS
    - Supported by adjacent RAS Treatment Building
    - The final size and overall square feet within the proposed intermediate rearing will be determined during preliminary design. The Growout Building will be a roughly 60,000 sf tension fabric structure, and anticipated to house the following:
    - 20 dual drain rearing tanks, 40' in diameter
    - Utilize 95% RAS
    - Supported by adjacent RAS Treatment Building
    - Final building size will be determined in preliminary design.
- Solids treatment will be comprised of a BMP approach: filtration for solids followed by clarification and sludge storage.
- Effluent treatment will be comprised of filtration for solids removal followed by clarification and sludge storage.

Additional effluent treatment is assumed to be required consisting of a cloth media filtration with metal salt addition.

- The existing buildings will be renovated as indicated in the Conditions Assessment and Hatchery Modernizations Reports.
- Existing buildings to be abandoned, will be abandoned in place. Only buildings and structures that are safety hazards or are in the way of new construction will be demolished.
- Modeling of this facility includes client specified production goals, effluent parameters and assumed conditions. As expected, when working with living organisms, the actual conditions for the hatchery will vary from the modeled results from season to season and based upon actual operating conditions. While variations are expected, the modeled parameters provide reliable guidelines for design decisions. Because conditions in the facility can be slightly altered to achieve the target goal, such as minor adjustments to the rearing environment (e.g. rearing density), temperature, and/or increasing the final densities several weeks before release, HDR is not responsible for adjustments to the rearing conditions by staff. The model provides guidelines but is not intended to guarantee specific results or fish production.

Planned Meetings:

- See Task 1.
- Onsite working charrette with the NHFGD.

Client Responsibilities:

- Provide HDR all available pertinent background information. Information to include, but not limited to facility record drawings, existing site surveys, existing geotechnical data, floodplain and floodway data.
- Provide timely reviews of deliverables. Ten (10) working day review periods are needed to keep on the required schedule.
- Provide comments of reviews on drawings or in a comment log for HDR to review and respond to.
- Comments developed from all reviews outside of HDR will be provided in one consolidated form for easy review and response.
- Obtaining access to the program Navisworks for design reviews.

Task 6 – Design Development

Objective: HDR will develop design plans and a six-digit specification outline which are based on the decisions made at the conclusion of the Basis of Design phase. Task 6 is budgetary and subject to the design developed in Task 5.

HDR Activities:

- HDR will prepare and submit plan sheets representing approximately 60% of the final design. Anticipated plan sheets will be identified in the sheet index. The Design Development (DD) submittal will give the State and CMAR a clear understanding of proposed construction activities.
- HDR will prepare and submit a table-of-contents level of specifications. Specific details for specifications will not be completed at this time. The primary elements of the hatchery renovation project such as the raceways, pumps, generator, etc. will be established within this DD submittal.
- HDR will host a teleconference to review the 60% Navisworks model.
- HDR will host a separate teleconference to review State and CMAR comments.
- HDR will incorporate State and CMAR comments as required.
- HDR to review CMAR 60% Cost Estimate.

Task Deliverables:

- 60% plan sheets and Specifications TOC.

Key Understandings:

- See Task 5.
- Developed drawings shall be 22-inch x 34-inch.
- HDR's Master Specifications will be used to develop required specifications.
- HDR will use Revit to design facilities not associated with existing infrastructure. Navisworks files will be provided as part of the deliverable package.
- HDR's AutoCAD Standards will be used to develop drawings determined to be developed in a 2D environment.
- Any significant changes required as a result of client requests after Task 6 completion is subject to a contract amendment.

Planned Meetings:

- See Task 1.
  - Teleconference to review the 60% Navisworks model.
  - Teleconference to review State and CMAR comments.

Client Responsibilities:

- See Task 5.
- Convey all significant change requests prior to the completion of this task.

Task 7 – Construction Documents

Objective: Once the DD submittal has been approved, HDR will begin the final design submittal: Construction Documents (CDs). Task 7 is budgetary and subject to the design developed in Task 5.

HDR Activities:

- Prepare and submit plan sheets representing 100% of the final design and incorporating changes requested by the State during the DD review conference.
- Prepare and submit design specifications representing 100% of the final design.
- The State will review both the plans and specifications to verify that the design was completed as discussed and approved at the SD and DD review meetings.
- HDR will host a teleconference to review the 100% Navisworks model.
- HDR will host a separate teleconference to review the State and CMAR comments.
- HDR will incorporate State and CMAR comments as required.
- HDR to review CMAR 100% Cost Estimate.
- Provide affidavit confirming that construction documents have been reviewed in accordance with HDR's QA/QC program.

Task Deliverables:

- Construction drawings and specifications for final review. To be provided in hard copy and digital formats.
- Affidavit of accordance with HDR's QA/QC program.

Key Understandings:

- See Task 5.
- Developed drawings shall be 22-inch x 34-inch.
- Any significant changes required as a result of client requests after Task 6 completion is subject to a contract amendment.

Planned Meetings:

- See Task 1.
  - Teleconference to review the 100% Navisworks model.

- Teleconference to review the State comments.

Client Responsibilities:

- See Task 5.

Task 8 – Opinion of Probable Cost

Objective: HDR will develop an opinion of probable construction cost (OPCC) estimate to develop the construction costs at the SD (30%), DD (60%), and CD (100%) design levels. Task 8 is budgetary and subject to the design developed in Task 5.

HDR Activities:

- HDR will develop an OPCC estimate to develop the construction costs at the SD (30%) design level. This will be a Class 3 estimate as defined by American Association Cost Engineering International (AACEI). This cost estimate will be a built-up of cost elements with productivity adjustments for the work's complexity. This will include major equipment quotations on process equipment, gates, and large valves. The OPCC consists of a written basis of estimate, which provides major assumptions, estimate methodology, cost basis, and excluded items.
- HDR will develop an OPCC to develop the construction costs for the DD (60%) design level. This will be a Class 2 estimate as defined by AACEI. The deliverable will include a written basis of estimate.
- HDR will develop an OPCC to develop the construction costs for the CD (100%) design level. This will be a Class 1 estimate as defined by AACEI. The deliverable will include a written basis of estimate.
- HDR will work with the State to document likely costs for annual operations and maintenance and will assist the State in understanding staffing impacts to operations.

Task Deliverables:

- 30% OPCC, 60% OPCC, 100% OPCC.
- Affidavit of accordance with HDR's QA/QC program.

Key Understandings:

- See Task 5.
- The OPCC will consist of a summary and detailed cost reports.
- Three (3) hard copies will be submitted to the State. Drawings and specifications will also be submitted in pdf format.
- OPCCs will be developed concurrently with each design phase, but may lag design submittals in order to effectively get documents out for review in a timely fashion.

- Any significant changes required as a result of client requests after Task 6 completion is subject to a contract amendment.
- Development of likely costs for annual operations and maintenance as well as staffing impacts will be conducted anytime after 100% DD and Contract Award.

Planned Meetings:

- See Task 1.

Client Responsibilities:

- Provide timely reviews of deliverables. Ten (10) working day review periods are needed to keep on the required schedule.
- Provide comments of reviews on OPCC in a comment log for HDR to review and respond to.
- Comments developed from all reviews outside of HDR will be provided in one consolidated form for easy review and response.

Phase 2A – Additional Design Services

Phase 2A is budgetary and subject to the design developed in Phase 1A.

Task 1 – Project Management – See Phase 1A, Task 1.

Task 9 – CMAR Selection

Objective: The purpose of this task is to assist the State with CMAR procurement, selection, and contracting.

HDR Activities:

- Conduct a CMAR Procurement Workshop to discuss procurement documents, meetings, contracts, and proposed schedule.
- Assist the State in development of the CMAR Request for Qualifications (RFQ) documents. The RFQ documents will conclude, at a minimum, the Announcement and/or Advertisement of Intent to Request CMAR Qualifications; the RFQ, including selection criteria for shortlisting.
- Conduct a pre-submittal meeting for interested respondents.
    - Submit (1) electronic copy of the meeting minutes summarizing attendees, questions from respondents and answers provided to respondents.
    - Assist the State in response to questions from respondents and publish answers in addenda to RFQ, after review and approval by the State. Report progress to the State.
- Assist the State in evaluation of CMAR qualifications including review of each submitted Statement of Qualifications (SOQ) for conformance with the RFQ and evaluate each respondent's qualifications for the project. Summarize the information contained in the qualification statements and distribute to the State. Assist the State in evaluation of qualifications and in shortlisting up to three (3) CMARs to invite to submit proposals. The State will lead these activities including communications with the shortlisted CMARs.
- Limited assistance to the State in development of the draft CMAR contract documents using the State's general form. The contract documents will include at a minimum:
    - Standard Form of Agreement Between Owner

and Construction Manager for the following phases:
  - Phase I – CMAR Services through development of GMP
  - Phase II – CMAR Construction Services
  - General Conditions of the Construction Contract
- Necessary OWNER Insurance Requirements

- Assist the State in the development of documents to support the CMAR Request for Proposals (RFP) process. HDR's responsibilities would be limited to the design plans and specifications. The remaining RFP information would be developed by the State will include, at a minimum, instructions to proposers, including proposal evaluation and selection criteria; the Proposal Form, the Agreement Form, Bond Forms (if required), and General and Special Conditions of the Design-Builder contract.

- Assist the State in conducting a confidential firm meeting(s) for shortlisted firms (3 (three) assumed). State to lead development of documentation from those meetings.

- Assist the State with the bid review. State will lead scheduling and facilitating formal interviews with the short-listed CMAR contractors. Participate on selection committee as non-voting member including support for the State in evaluation of the CMAR proposals and interviews based on the selection criteria. State will be responsible for final documentation of deliberations and record votes.

- The CMAR Procurement Phase will be considered complete upon the execution of the CMAR contract by the parties or by the cessation of negotiations by the parties.

Task Deliverables:

- Pre-submittal meeting Powerpoint.

- Supporting plans and specifications for the RFQ.

- Supporting plans and specifications for the RFP.

Key Understandings:

- The State's review period of draft deliverables is 2 weeks.

Planned Meetings:

- CMAR Procurement Workshop.
- Pre-submittal meeting.
- CMAR Interviews (three (3) assumed)

Client Responsibilities:

- The State will develop CMAR selection criteria.
- The State will lead development of RFP, RFQ, and Agreement.

Task 10 – CMAR Bid Packages No. 1 – No. 3

Objective: HDR will coordinate with State and CMAR in preparing the necessary bid packages during the bidding period, and shall assist with answering bidders questions for inclusion in CMAR issued addendums.

HDR Activities:

- The HDR project manager, and/or designee, will attend and participate in up to three (3) meetings to review and score bid proposals.
- Coordinate bid package development and production with CMAR. Assumes up to a total of three (3) separate bid packages.
- Coordinate with CMAR and provide answers to applicable bid package questions. Assumes up to three (3) separate question and answer sessions for each bid package. Coordinate with CMAR and State and provide addendum changes to bid package documents. Assumes up to two (2) separate addendums for each bid package.
- Review bid proposals received for technical content as well as cost component. Assumes up to three (3) proposals for each bid package.
- Assist in answering contractor questions for inclusion in addendum(s).
- Prepare a summary of the bidding process and award recommendation.
- Assist with contract negotiation and execution.

Task Deliverables:

- Bid Package No. 1, No. 2, and No. 3.
- Responses to contractor questions.

Key Understandings:

- CMAR will lead the bidding and negotiation phase with support from HDR and the State as required.
- HDR is not providing hard copy plans and specifications for distribution to contractors.

Planned Meetings:

- Up to three (3) meetings to review and bid proposals.

- Up to three (3) separate question and answer sessions for each bid package to be held during bi-weekly progress meetings.

Client Responsibilities:

- State and CMAR will request bidders submit all questions in writing and will track and coordinate the responses to those questions and issue the required addendum.
- State and CMAR will receive bids, open bids, prepare a bid tabulation, evaluate bids, prepare a summary of the bidding process and determine the most responsive, responsible bidder.

Phase 3 – Design Services During Construction

Phase 3 is budgetary and subject to the design developed in Phase 1A, Phase 2, and 2A.

Task 1 – Project Management – See Phase 1A, Task 1.

Task 11 – Design Services During Construction

Objective: HDR will assist State and CMAR during the construction administration phase.

HDR Activities:

- The HDR project manager, or designee, will attend and participate in a pre-construction meeting to be held at the proposed construction site.
- The HDR Project manager, or designee, will make bi-weekly visits to the site.
- Review schedule of values, shop drawings, O&M manuals, construction schedule, test results, and other submittals that the CMAR is required to submit to show conformance with the contract specifications.
- Review and provide a response to RFI questions from the CMAR.
- Consult with the State and act as professional engineering representative in dealing with the CMAR, utilities, cities, and regulatory agencies.
- Respond to Requests for Information (RFI's), issue Field Orders (FO's) or Work Changes Directives (WCD's) to CMAR after consultation/approval by the State. Review Change Orders (CO's) with the State and provide recommendations.
- Attend project meetings with the State and CMAR bi-weekly. Meeting agendas and minutes to be prepared by CMAR and reviewed by HDR.
- Issue Architect's Supplemental Instructions, as required, to clarify and interpret the Contract Documents and submit finish color selections.
- Assist in determining the dates of Substantial Completion.
- Review written guarantees and related documents.

- Assist in the preparation of the Substantial Completion Certificates, compiling punch lists of work in need of correction.
- Review the construction schedule provided by the CMAR and identity concerns which may postpone or delay construction.
- Conduct an initial inspection with the State and CMAR to determine if the project has reached Substantial Completion and submit to the CMAR a list of items requiring completion/correction. Provide the State with value of new buildings, structures, and equipment for risk management purposes.
- Advise the State when the project has reached Final Completion. Conduct an inspection with the State, CMAR and HDR personnel to verify status. Submit a recommendation for final acceptance of the project to the State.

Task Deliverables:

- Review/Approvals of submittals and shop drawings.
- Review/Approvals of RFIs.
- Architect's Supplemental Instructions.
- RFPs and review of Change Orders.
- Review/Approvals of written guarantees.

Key Understandings:

- CMAR and NHDAS will lead the construction administration phase with support from HDR as required.
- It is assumed that construction will last 18 months.
- Site visits will occur bi-weekly on average, resulting in 46 site visits and weekly reports.
- Up to 300 submittals and shop drawings for review. Assumed 8 hours each to review. Up to 150 resubmittals requiring 4 hours each.
- Up to 120 RFIs will be reviewed and responded to. Assumed 12 hours to address each RFI.
- Up to 46 project meetings will be conducted with associated meeting minutes developed and distributed by the CMAR.
- Up to 10 RFPs and Change Orders will be coordinated and reviewed. Assumed 16 hours each to assist NHDAS and CMAR.

- Up to 20 written guarantees will be reviewed.
- During construction, HDR will not supervise, direct or control construction contractors; nor assume responsibility for the detailed planning, sequencing and scheduling of the construction.
- HDR is not responsible for any contractor's failure to execute the owner-accepted schedule.
- HDR is not responsible for the contractor's means or methods for work.
- HDR's site visits during construction will not be exhaustive and is not intended to be sufficient to prevent contractors from failing to perform work in accordance with contract requirements. HDR will act to have defective work corrected by the contractors when HDR is aware defective work exists.
- Only visual examination of completed work will be performed to generate the punch list.
- The State or CMAR will maintain shop drawing log and distribution of shop drawings to Engineer.

Planned Meetings:

- Onsite pre-construction meeting.
- Bi-weekly project meetings with site visits.

Client Responsibilities:

- Distribution of construction documents to successful bidder.
- State will be the direct point of contact for the CMAR and all communication to HDR will be issued through State. HDR will not communicate directly with the CMAR in a formal manner without the presence of a State representative.

Task 12 – Basic Closeout Services

Objective: Once substantial completion has been approved, HDR will begin the contract closeout process.

HDR Activities:

- Verify that the CMAR completes punch list items.
- Verify that warranties and extended warranties have been submitted.
- Verify that final permits and testing reports have been completed and submitted by the CMAR.

Task Deliverables:

- N/A

Key Understandings:

- Continuing operations support will be provided under a separate contract.

Planned Meetings:

- See Task 11.

Client Responsibilities:

- N/A

Phase 3A – Additional Closeout Services

Phase 3A is budgetary and subject to the design developed in Phase 1A, Phase 2, and 2A.

Task 1 – Project Management – See Phase 1A, Task 1.

Task 13 – Additional Closeout Services

Objective: Provide additional closeout services recommended for this type and complexity of project.

HDR Activities:

- Provide on-site startup assistance to supplement manufacturer's field services for each of the major process groups. Startup assistance will consist of assisting CMAR and Equipment Manufacturer in startup of each major unit process. Training will consist of supplementing manufacturers' component specific training with broader focus on system operation. This will be primarily on-site presentation of material covered in the SOP's.
- At least four (4) weeks prior to Substantial Completion, the CMAR will provide notification that the defined components have been completed and are ready for individual unit testing.
- HDR staff will observe Component Startup at this time. This will require HDR Design Engineers (ME and EE) to be on site for five days.
- Once the contractor has corrected all deficiencies, the System Testing will be conducted (see below).
- As soon as Component Startup is completed and deficiencies have been corrected, the System Test will be scheduled and conducted to operate the entire system under various design conditions as a normal fish hatchery will operate.
- HDR will provide our Design Engineers (ME and EE) and our Fisheries Biologist for five days on site.
- Once the system is documented that it can operate within the design parameters, the project can be considered Substantially Complete.
- Develop an Operation and Maintenance Manual to be a reference for staff.

- Prepare as-recorded drawings in accordance with the record as-built drawings submitted by the CMAR.

Task Deliverables:

- Onsite training and instruction
- A specification will be included in the Technical Specifications which outlines the Contractor's responsibilities regarding the Component Startup and System Test.
- O&M Manual
- As-Recorded drawings

Key Understandings:

- CMAR to develop As-Built drawings and submit to the State for review.
- The State to review As-Built drawings developed by the CMAR.
- As-Recorded drawings and O&M manual to be provided in hard copy (3) and digital formats.
- Continuing operations support will be provided under a separate contract.

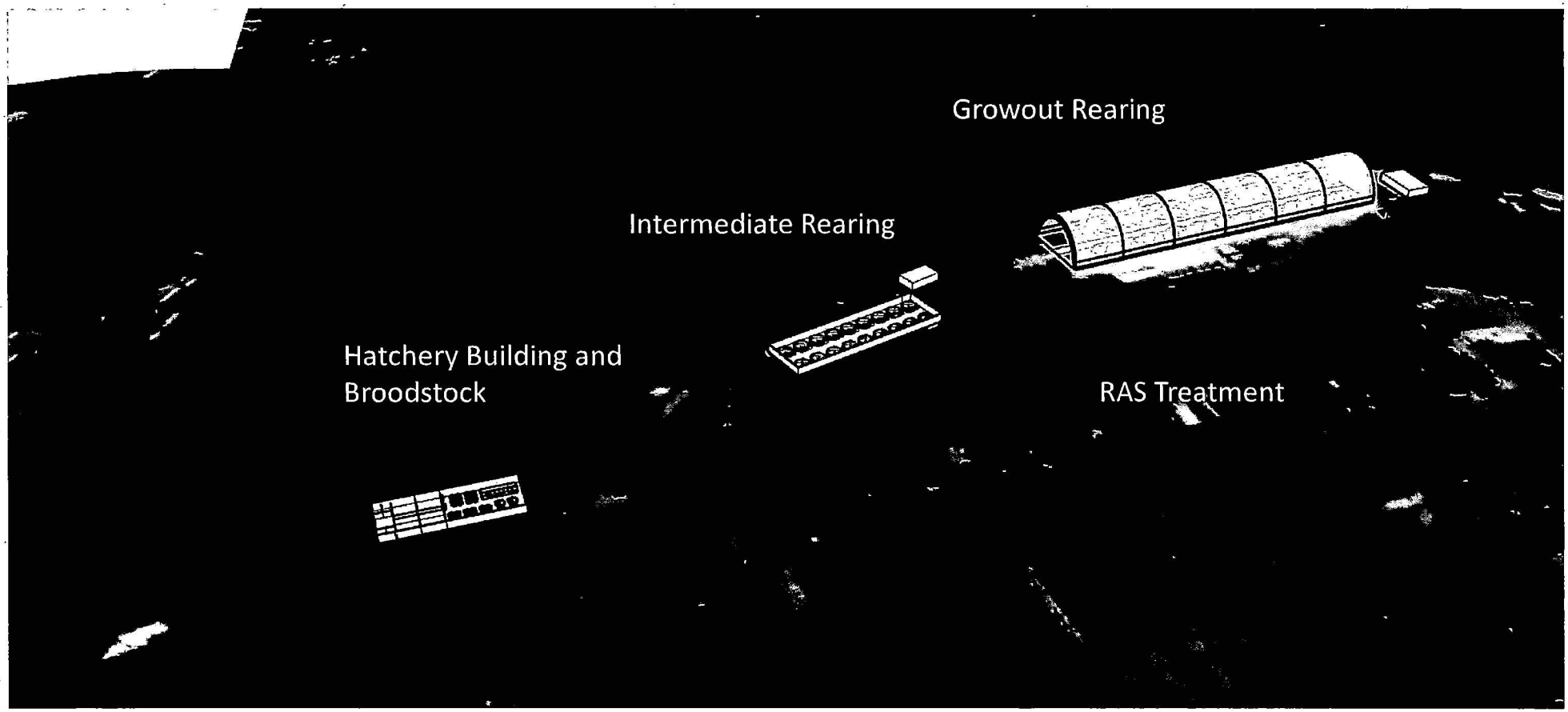
Planned Meetings:

- See Task 11.

Client Responsibilities:

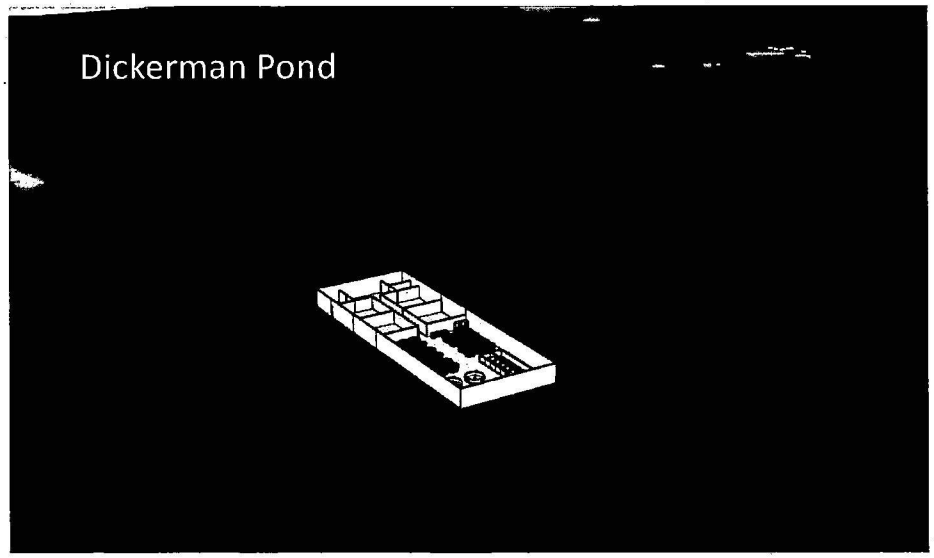
- Provide timely reviews of deliverables. Ten (10) working day review periods are needed to keep on the required schedule.
- Comments developed from all reviews outside of HDR will be provided in one consolidated form for easy review and response.

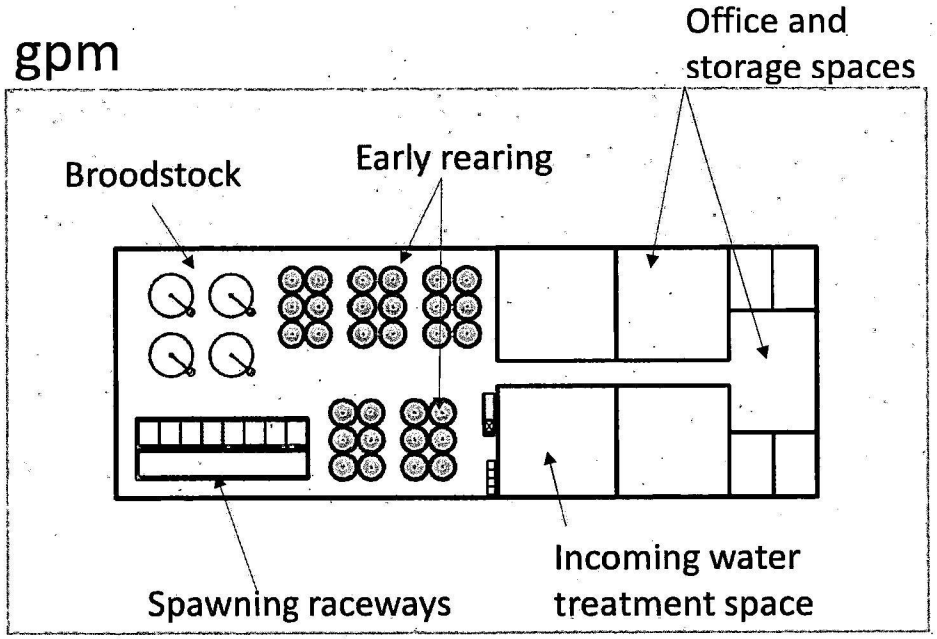
New Hampton 150,000 lb Concept



Hatchery Building Conceptual Layout

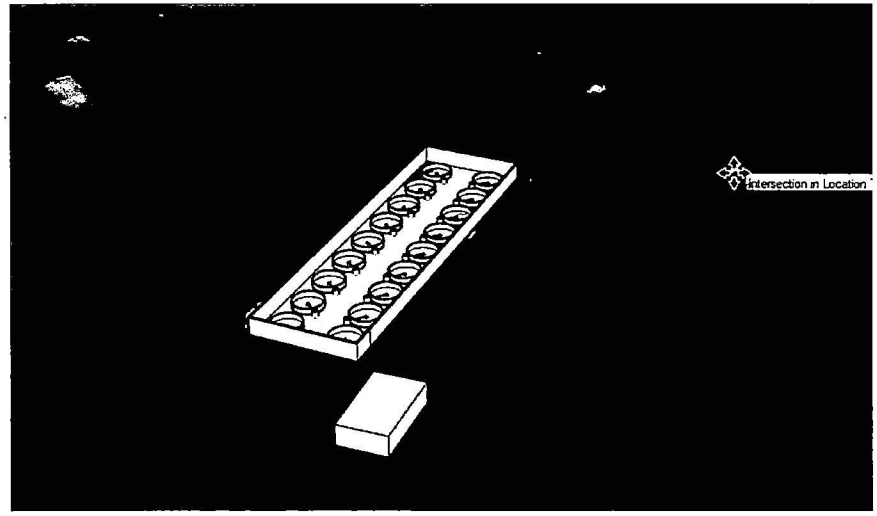
- Building with conditioned office areas, laboratory, heath incubators
- 30 Early Rearing tanks @ 6' dia – allows for fish to 3"
- 6 Broodstock tanks @ 10' dia
- 2 Linear Spawning raceways (intermittent use)
- First use Dickerman Pond water 652 gpm

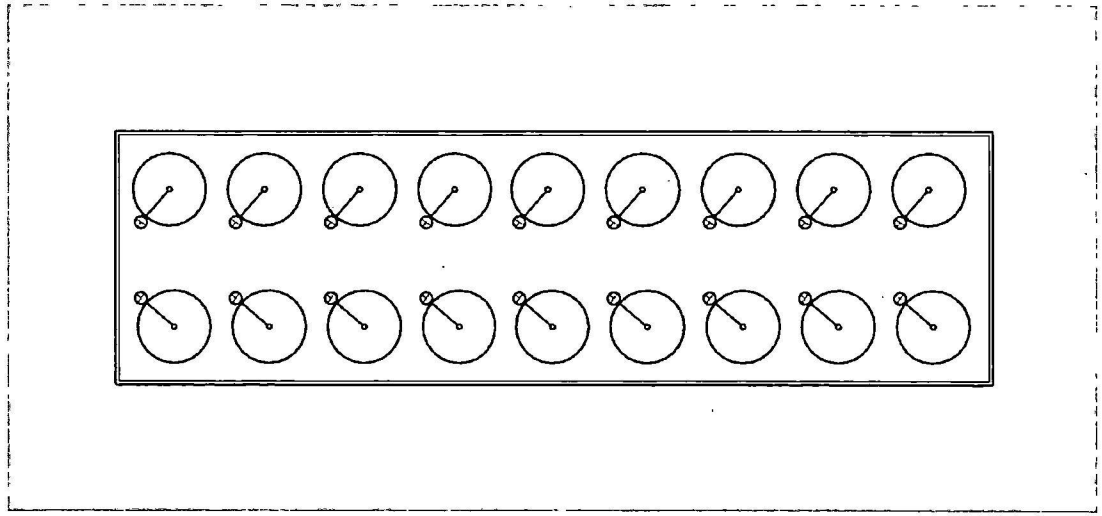




Intermediate Building Conceptual Layout

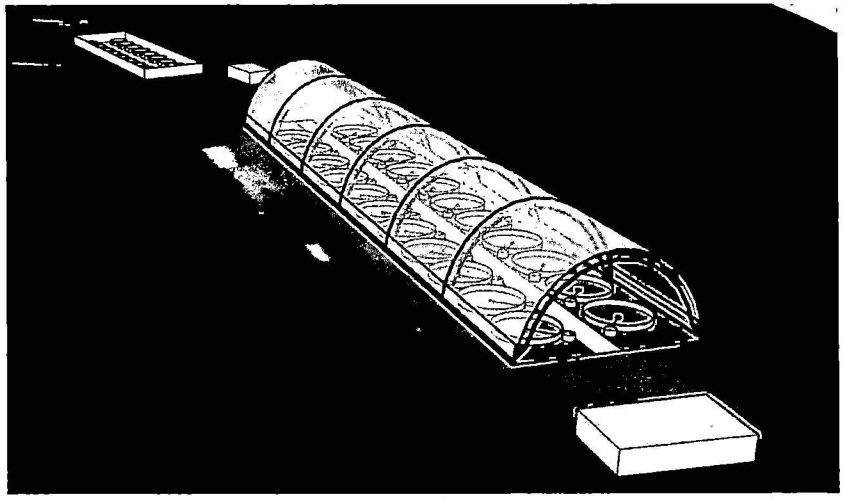
- Pavilion style cover – 16,000 sf building
- 18 Rearing tanks @ 20' dia – 3" to 6" Fish
- Dual drain tanks
- 95% RAS treatment building
- Flow rate 3,172 gpm Total (3,014 gpm RAS with 159 gpm makeup)

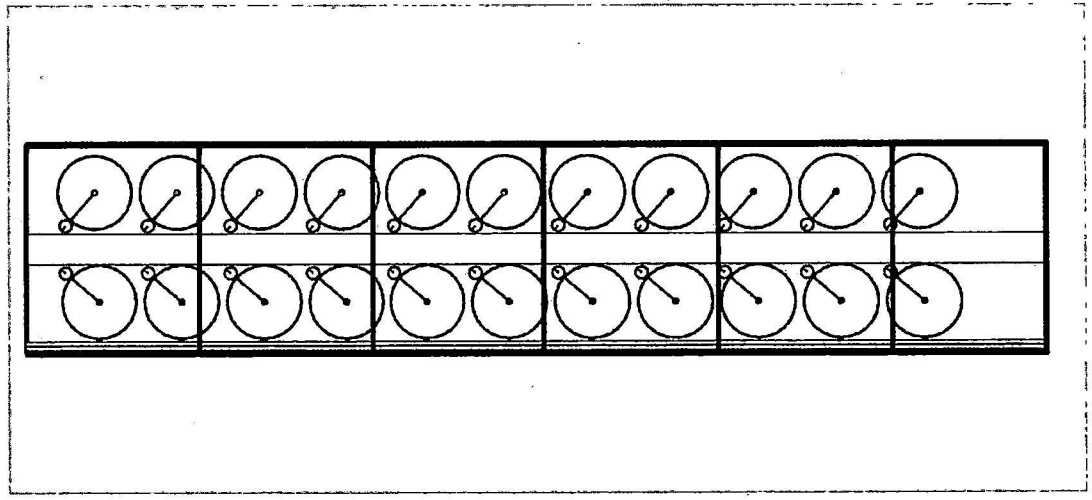




Growout Building Conceptual Layout

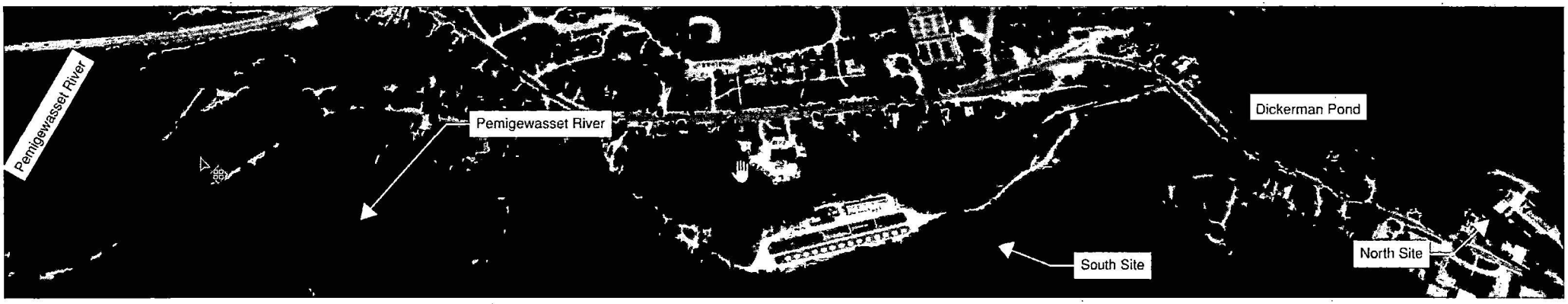
- Tension fabric structure building or pavilion style building (60,000 sf)
- 20 Rearing tanks @ 40' dia – 6" fish to target
- Dual drain tanks
- 95% RAS
- Flow 12,533 gpm (11,906 gpm RAS with 627 gpm makeup)





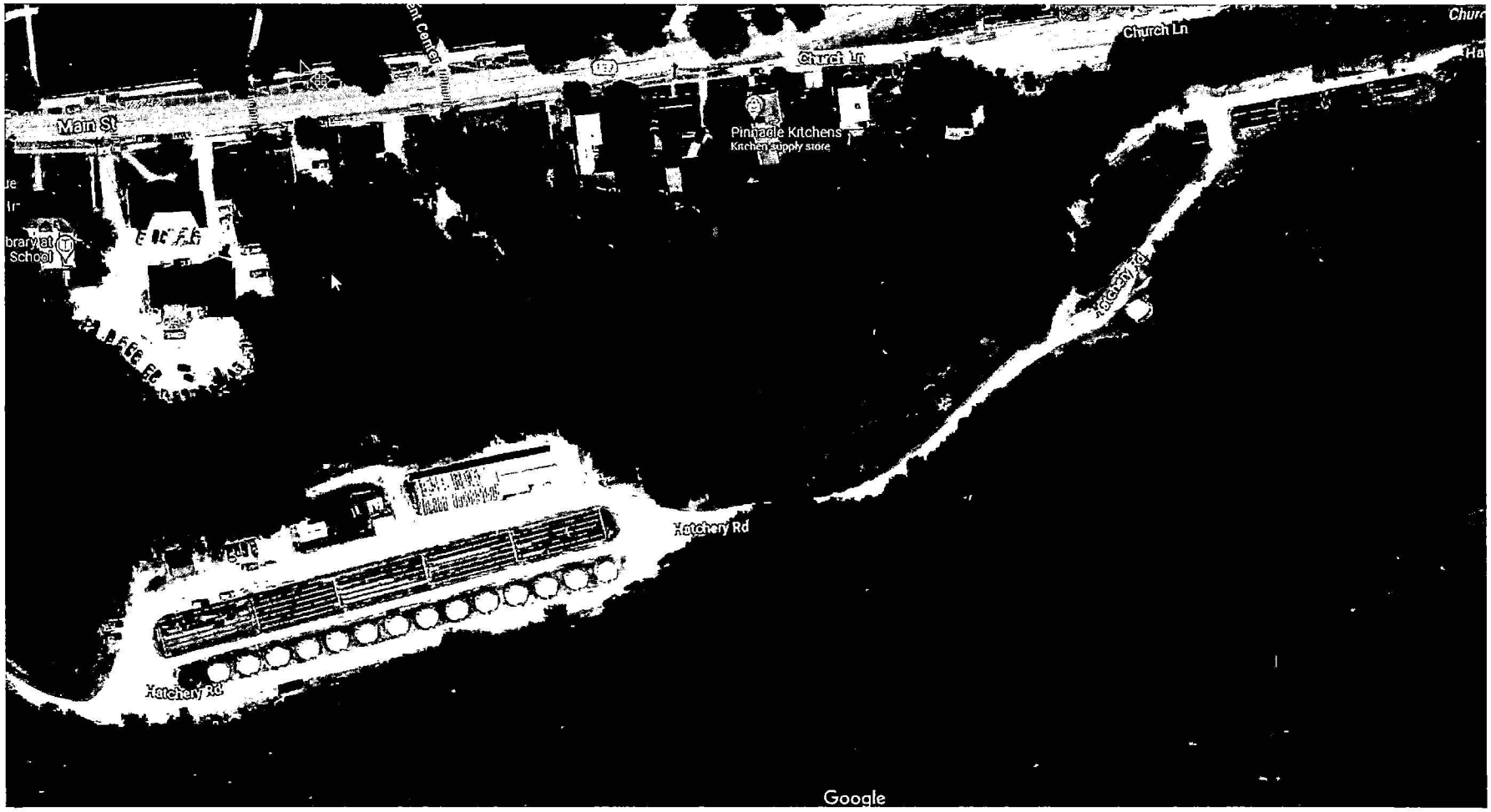
Aerial Site

- Red line: Approximate Site Boundary

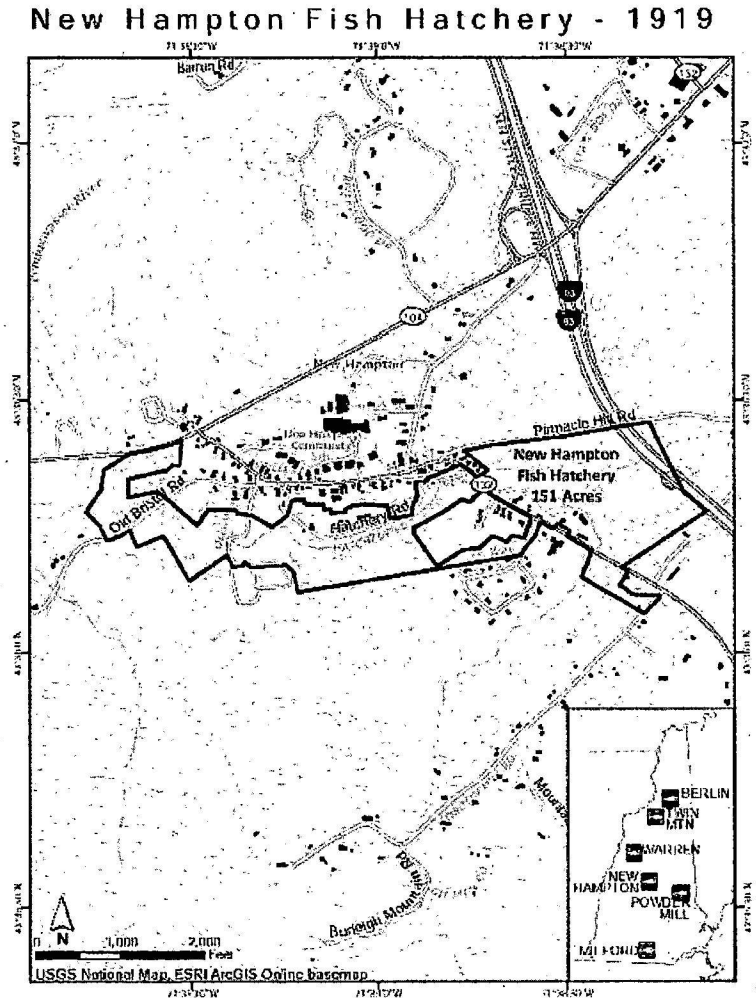


Aerial Site – North Site

Aerial Site – South Site



Property Boundaries



New Hampton Fish Hatchery Modernization

Last Modified: 9/15/2023

Task	HDR Hours	HDR Labor Costs	HDR Expenses	Subconsultants	Total Cost
Phase 1A - Concept Development					
A. Task 1 - Project Management					
1 Bi-Weekly Progress Meeting Agendas and Minutes	195	$ 45,451	$ -	$ -	$ 45,451
2 Project Coordination	89	$ 22,148	$ -	$ -	$ 22,148
3 Budget and Schedule Management	44	$ 10,001	$ -	$ -	$ 10,001
4 Invoicing	25	$ 4,614	$ -	$ -	$ 4,614
Subtotal Hours	**353**				
Subtotal Dollars		**$ 82,214**	**$ -**	**$ -**	**$ 82,214**
B. Task 2 - Pre-Design Field Inspections, Permitting and Due Diligence					
1 Conduct 2-day Site Evaluation	192	$ 44,981	$ 11,775	$ -	$ 56,756
2 Prepare Information Request/Determine Additional Data Needs	46	$ 10,977	$ -	$ -	$ 10,977
3 Coordinate Additional Water Quality Sampling	98	$ 19,774	$ 2,000	$ -	$ 21,774
4 Topographic Survey	165	$ 25,799	$ -	$ 68,153	$ 93,952
5 Geotechnical Investigations	373	$ 65,893	$ 15,245	$ 28,295	$ 109,433
6 Environmental Permitting/Survey	1026	$ 165,855	$ 10,000	$ 5,000	$ 180,855
7 Local Public Hearing Particpation	40	$ 6,859	$ 1,600	$ -	$ 8,459
8 Phase 1 Archaeological Sensitivity Survey	258	$ 43,293	$ 900	$ -	$ 44,193
Subtotal Hours	**2198**				
Subtotal Dollars		**$ 383,433**	**$ 41,520**	**$ 101,448**	**$ 526,401**
C. Task 3 - New Hampton RAS Project Antidegradation Investigation					
1 Obtain/Estimate Flows and Pollutant Loads	19	$ 4,227	$ -	$ -	$ 4,227
2 Baseline Establishment (Last 3 yrs of Flows and Pollutant Loads)	24	$ 3,852	$ -	$ -	$ 3,852
3 Baseline Establishment (Most Recent 3 yrs of Max Production)	24	$ 3,852	$ -	$ -	$ 3,852
4 Review Existing NPDES permit	12	$ 2,753	$ -	$ -	$ 2,753
5 Preliminary Antidegradation Calculations	27	$ 5,854	$ -	$ -	$ 5,854
6 Evaluate Regulatory Alternatives	23	$ 5,040	$ -	$ -	$ 5,040
7 Evaluate Regulatory Approach	21	$ 4,990	$ -	$ -	$ 4,990
8 Finalize New Facility Production and Effluent Treatment Requirements	65	$ 12,891	$ -	$ -	$ 12,891
9 Prepare Technical Memorandum	42	$ 7,761	$ -	$ -	$ 7,761
10 Submit Draft Technical Memorandum	8	$ 1,668	$ -	$ -	$ 1,668
11 Receive Comments, Revise TM, and Submit Final TM	12	$ 2,625	$ -	$ -	$ 2,625
Subtotal Hours	**277**				
Subtotal Dollars		**$ 55,513**	**$ -**	**$ -**	**$ 55,513**
D. Task 4 - New Hampton RAS Project Concept Advancement					
1 Biological Modeling: Allowable Production Without Effluent Treatment	18	$ 3,151	$ -	$ -	$ 3,151
2 Biological Modeling: Pollutant Load - Maximizing Available Source Water	20	$ 3,598	$ -	$ -	$ 3,598
3 Evaluate Achievable Pollutant Load via Conventional Effluent Treatment	134	$ 26,745	$ -	$ -	$ 26,745
4 Piloting Technology (1 week set up, 2 week pilot, 1 week breakdown)	318	$ 62,806	$ 14,500	$ 83,410	$ 160,716
5 Data Evaluation and Technical Memorandum	160	$ 34,282	$ -	$ -	$ 34,282
6 Biological Modeling: Allowable Production With Effluent Treatment per Pilot Re	238	$ 38,981	$ -	$ -	$ 38,981
7 Effluent Evaluations and Agency Coordination	348	$ 73,433	$ -	$ -	$ 73,433
Subtotal Hours	**1236**				
Subtotal Dollars		**$ 242,996**	**$ 14,500**	**$ 83,410**	**$ 340,906**
Total - Phase 1A - Concept Development					**$ 1,005,035**

Task	HDR Hours	HDR Labor Costs	HDR Expenses	Subconsultants	Total Cost
Phase 2 - Schematic, Design, and Construction Document Services					
E. Task 1 - Project Management					
1 Bi-Weekly Progress Meeting Agendas and Minutes	1051	$ 245,436	$ -	$ -	$ 245,436
2 Project Coordination	480	$ 119,599	$ -	$ -	$ 119,599
3 Budget and Schedule Management	240	$ 54,007	$ -	$ -	$ 54,007
4 Invoicing	135	$ 24,914	$ -	$ -	$ 24,914
Subtotal Hours	**1907**				
Subtotal Dollars		**$ 443,956**	**$ -**	**$ -**	**$ 443,956**
F. Task 5 - Basis of Design Report/Schematic Design					
1 Draft Basis of Design Report	1290	$ 252,224	$ -	$ -	$ 252,224
2 Draft Schematic Drawings - Architectural	290	$ 56,780	$ -	$ -	$ 56,780
3 Draft Schematic Drawings - Civil	422	$ 71,128	$ -	$ -	$ 71,128
4 Draft Schematic Drawings - Structural	450	$ 77,463	$ -	$ -	$ 77,463
5 Draft Schematic Drawings - Process Mechanical	426	$ 75,886	$ -	$ -	$ 75,886
6 Draft Schematic Drawings - Electrical/HVAC/Plumbing	358	$ 66,888	$ -	$ -	$ 66,888
7 Design Charette (Preparation and Facilitation)	212	$ 45,728	$ 2,500	$ -	$ 48,228
8 Submit Deliverables	50	$ 8,850	$ 2,000	$ -	$ 10,850
9 Incorporate Client Feedback	290	$ 51,873	$ -	$ -	$ 51,873
Subtotal Hours	**3788**				
Subtotal Dollars		**$ 706,819**	**$ 4,500**	**$ -**	**$ 711,319**
G. Task 6 - Design Development					
1 60% Design Development Drawings - Architectural	672	$ 117,449	$ -	$ -	$ 117,449
2 60% Design Development Drawings - Civil	950	$ 142,786	$ -	$ -	$ 142,786
3 60% Design Development Drawings - Structural	792	$ 119,955	$ -	$ -	$ 119,955
4 60% Design Development Drawings - Process Mechanical	838	$ 137,394	$ -	$ -	$ 137,394
5 60% Design Development Drawings - Electrical/HVAC/Plumbing	876	$ 147,509	$ -	$ -	$ 147,509
6 Prepare Table of Contents for Specifications	266	$ 54,133	$ -	$ -	$ 54,133
7 Update Project Schedule	50	$ 10,599	$ -	$ -	$ 10,599
8 Submit Deliverables	86	$ 17,367	$ 2,000	$ -	$ 19,367
9 Review Meeting to Discuss Client Comments	88	$ 19,642	$ 1,250	$ -	$ 20,892
10 Incorporate Client Feedback	392	$ 64,357	$ -	$ -	$ 64,357
11 Review 60% CMAR Cost Estimate	100	$ 22,548	$ -	$ -	$ 22,548
Subtotal Hours	**5110**				
Subtotal Dollars		**$ 853,738**	**$ 3,250**	**$ -**	**$ 856,988**
H. Task 7 - Construction Documents					
1 Construction Document Development Drawings - Architectural	928	$ 155,819	$ -	$ -	$ 155,819
2 Construction Document Development Drawings - Civil	1308	$ 194,885	$ -	$ -	$ 194,885
3 Construction Document Development Drawings - Structural	1174	$ 177,319	$ -	$ -	$ 177,319
4 Construction Document Development Drawings - Process Mechanical	1254	$ 207,839	$ -	$ -	$ 207,839
5 Construction Document Development Drawings - Electrical/HVAC/Plumbing	1308	$ 217,480	$ -	$ -	$ 217,480
6 Technical Specifications	1438	$ 261,139	$ -	$ -	$ 261,139
7 Submit Deliverables	76	$ 14,813	$ 2,500	$ -	$ 17,313
8 Review Meeting to Discuss Client Comments	92	$ 20,663	$ -	$ -	$ 20,663
9 Revise to Develop Bid Ready Construction Drawings	2764	$ 452,339	$ -	$ -	$ 452,339
10 Revise to Develop Bid Ready Specifications	738	$ 137,032	$ -	$ -	$ 137,032
11 Submit Final Deliverables	86	$ 17,367	$ 2,501	$ -	$ 19,868
12 Review 100% CMAR Cost Estimate	100	$ 22,548	$ -	$ -	$ 22,548
Subtotal Hours	**11266**				
Subtotal Dollars		**$ 1,879,243**	**$ 5,001**	**$ -**	**$ 1,884,244**
I. Task 8 - Opinion of Probable Cost					
1 Prepare OPCC at 30% Design Submittal	152	$ 38,205	$ -	$ -	$ 38,205
2 Prepare OPCC at 60% Design Submittal	102	$ 25,735	$ -	$ -	$ 25,735
3 Prepare OPCC at 100% Design Submittal	102	$ 25,735	$ -	$ -	$ 25,735
4 Submit Final OPCC	32	$ 7,833	$ -	$ -	$ 7,833
Subtotal Hours	**388**				
Subtotal Dollars		**$ 97,508**	**$ -**	**$ -**	**$ 97,508**
Total - Phase 2 - Schematic, Design, and Construction Document Services					**$ 3,994,016**

Task	HDR Hours	HDR Labor Costs	HDR Expenses	Subconsultants	Total Cost
Phase 2A Additional Design Services					
J. Task 1 - Project Management					
1 Bi-Weekly Progress Meeting Agendas and Minutes	52	$ 12,120	$ -	$ -	$ 12,120
2 Project Coordination	24	$ 5,906	$ -	$ -	$ 5,906
3 Budget and Schedule Management	12	$ 2,667	$ -	$ -	$ 2,667
4 Invoicing	7	$ 1,230	$ -	$ -	$ 1,230
Subtotal Hours	**94**				
Subtotal Dollars		**$ 21,924**	**$ -**	**$ -**	**$ 21,924**
K. Task 9 - CMAR Selection					
1 CMR Procurement Workshop	42	$ 8,332	$ 100	$ -	$ 8,432
2 RFQ Development Support	49	$ 9,132	$ -	$ -	$ 9,132
3 Pre-Submittal Meeting	31	$ 6,359	$ 100	$ -	$ 6,459
4 RFP Development Support	49	$ 9,132	$ -	$ -	$ 9,132
5 Contract Documents Support	43	$ 8,352	$ -	$ -	$ 8,352
6 Shortlisted Firm Meetings	36	$ 7,916	$ 100	$ -	$ 8,016
7 CMAR Evaluation and Recommendation	50	$ 9,907	$ -	$ -	$ 9,907
Subtotal Hours	**300**				
Subtotal Dollars		**$ 59,129**	**$ 300**	**$ -**	**$ 59,429**
L. Task 10 - CMAR Bid Packages No. 1 - No. 3					
1 Review Bid Packages (Up to 3 Bid Packages)	328	$ 74,853	$ -	$ -	$ 74,853
2 Conduct Pre-bid Meeting	30	$ 6,600	$ 2,500	$ -	$ 9,100
3 Prepare Pre-bid Meeting Notes	24	$ 4,455	$ -	$ -	$ 4,455
4 Respond to Bidder's Questions	120	$ 23,916	$ -	$ -	$ 23,916
5 Review Proposals (Up to 3 Proposals / Bid Package)	72	$ 16,536	$ -	$ -	$ 16,536
6 Attend Bid Package Review Meetings (Assume 1 Meeting / Bid Package)	28	$ 7,077	$ -	$ -	$ 7,077
Subtotal Hours	**602**				
Subtotal Dollars		**$ 133,436**	**$ 2,500**	**$ -**	**$ 135,936**
Total - Phase 2A Additional Design Services					**$ 217,289**
Phase 3 Design Services During Construction					
M. Task 1 - Project Management					
1 Project Coordination	73	$ 18,495	$ -	$ -	$ 18,495
2 Budget and Schedule Management	119	$ 29,260	$ -	$ -	$ 29,260
3 Invoicing	110	$ 23,893	$ -	$ -	$ 23,893
Subtotal Hours	**302**				
Subtotal Dollars		**$ 71,649**	**$ -**	**$ -**	**$ 71,649**
N. Task 11 - Design Services During Construction					
1 Attendance at Pre-Construction Meeting	36	$ 7,283	$ 496	$ -	$ 7,780
2 Bi-Weekly Site Visits (46)	461	$ 108,378	$ 34,765	$ -	$ 143,143
3 Bi-Weekly Project Meetings (46)	255	$ 60,532	$ -	$ -	$ 60,532
4 Review Construction Schedules Monthly (18)	40	$ 8,323	$ -	$ -	$ 8,323
5 Review and Approval of Shop Drawings (up to 300)	2336	$ 462,664	$ -	$ -	$ 462,664
6 Review and Approval of Re-submitted Shop Drawings (up to 150)	652	$ 137,937	$ -	$ -	$ 137,937
7 Review and Response to RFIs (up to 120)	1315	$ 249,621	$ -	$ -	$ 249,621
8 Issue Architects Supplemental Instructions	46	$ 10,797	$ -	$ -	$ 10,797
9 Assist with Request for Proposals and Change Orders (up to 10)	192	$ 37,977	$ -	$ -	$ 37,977
10 Review Warrantees and Guarantees (up to 20)	23	$ 4,747	$ -	$ -	$ 4,747
11 Assist in Substantial Completion and Punch List Development	82	$ 18,078	$ -	$ -	$ 18,078
Subtotal Hours	**5439**				
Subtotal Dollars		**$ 1,106,336**	**$ 35,261**	**$ -**	**$ 1,141,597**
O. Task 12 - Basic Project Closeout					
1 Verify Completion of Punchlist Items	36	$ 7,784	$ -	$ -	$ 7,784
2 Verify Warranties Have Been Submitted	9	$ 1,668	$ -	$ -	$ 1,668
3 Verify Testing Reports Have Been Submitted	25	$ 4,936	$ -	$ -	$ 4,936
Subtotal Hours	**70**				
Subtotal Dollars		**$ 14,388**	**$ -**	**$ -**	**$ 14,388**
Total - Phase 3 Design Services During Construction					**$ 1,227,634**

Task	HDR Hours	HDR Labor Costs	HDR Expenses	Subconsultants	Total Cost
Phase 3A Additional Close Out Services					
P. Task 1 - Project Management					
1 Project Coordination	18	$ 4,583	$ -	$ -	$ 4,583
2 Budget and Schedule Management	29	$ 7,250	$ -	$ -	$ 7,250
3 Invoicing	27	$ 5,920	$ -	$ -	$ 5,920
Subtotal Hours	**75**				
Subtotal Dollars		**$ 17,753**	**$ -**	**$ -**	**$ 17,753**
Q. Task 13 - Additional Project Closeout					
1 Assist in Commission and Start-Up	161	$ 35,889	$ 7,744	$ -	$ 43,633
2 Component and System Verification	460	$ -	$ -	$ -	$ 90,817
3 As-Recorded Drawings	425	$ -	$ -	$ -	$ 62,205
4 Incorporate Client Comments	11	$ -	$ -	$ -	$ 1,968
5 Submit Final As-Recorded Drawings and O&M Manual	8	$ -	$ -	$ -	$ 1,471
Subtotal Hours	**1365**				
Subtotal Dollars					**$ 271,273**
Total - Phase 3A Additional Close Out Services					**$ 289,026**
TOTAL BASE SCOPE FEE					**$ 5,221,650**
TOTAL ADDITIONAL SERVICES FEE					**$ 1,511,350**
TOTAL FEE					**$ 6,733,000**

DOUCET SURVEY LLC

Serving your Professional Land Surveying & Mapping Needs ®
Licensed throughout New England

Matthew W. Fagginger-Auer, PS, Principal
Jeffrey A. Goldknopf, PS, Principal
John F. Kaiser, PS, Principal
Steven V. Michaud, PS, Principal
William J. Doucet, PS, Chief Operating Officer
Michael J. Carter, PS
Patrick J. Sharkey, PS
Bevan Timm, PS

August 21, 2023

Rebecca Elwood
HDR
250 Commercial Street
Suite 3007
Manchester, NH 03101-1120

Reference: Land Surveying Services
NH Fish & Game Hatchery
New Hampton, NH
DS-LLC Project No. 7533

Dear Rebecca:

Thank you for requesting a proposal from our firm. Based on our preliminary research, Doucet Survey, LLC is pleased to submit the following proposal for professional land surveying services. The following proposed topographic and boundary survey meets or exceeds the current state land survey standards.

SCOPE OF SERVICES:

TASK I: Research of adequate thoroughness to support the determination of the deeded boundaries of the parcel. The client will be responsible to provide a copy of the deed(s) of record of the parcel to be surveyed.

TASK II: Field survey to locate evidence of the deeded boundaries and observable evidence of easements of record. This agreement/letter is based on the assumption that the record monuments are observable and undisturbed.

TASK III: Field survey to locate topographic features including structures, borings (by others), observable utilities, wetland flagging (by others), and 2-foot contours. Some features may not be observed due to conditions beyond our control.

TASK IV: Computations & drafting of the "Existing Conditions Plan". We will provide you with one copy of the plan in digital format. Horizontal datum will be NAD83(2011) New Hampshire State Plane Coordinate Zone (2800) and vertical datum will be approximate NAVD88(GEOID18) (±.2'), both derived from redundant VRS GNSS observations.

TASK V: Monumentation of property lines with #5 Rebar with a surveyors' identification cap or drill holes in rock. Per New Hampshire Code of Administrative Rules Board of Licensure for Land Surveyors, Lan 503.08(a): *Monuments shall be set so that upon completion of the boundary survey, each corner of the property will be physically monumented.* It is unknown at this time what the number of required monuments will be.

TASK VI: Subsurface investigation using an array of single and multi-frequency electromagnetic instruments and/or Ground Penetrating Radar (GPR). The client shall be on-site with the crew to direct them to the specific area(s) of interest.

NOTE: Due to the strict standards that regulate the practice of land surveying, Doucet Survey, LLC has a proprietary interest in its survey control data (traverse & monument coordinate data). Release of this data would require receipt of $500.00 and our Survey Data Indemnification Form signed by a duly authorized representative of the party requesting this data.

This agreement/letter does not include:

1. Resolution of boundary disputes.
2. Assistance with or participation in any litigation or preparation, therefore.
3. Surveyor's report.
4. Confined space entry.
5. Application or presentation for any Municipal, State, or Federal permits or approvals.
6. Preparation of a plan suitable for recording at the Registry of Deeds.
7. Cost for return trip to site due to conditions beyond our control. For example, a vehicle parked over a manhole preventing location.
8. SUE at any Quality Level.
9. High-detail topography around the existing hatchery infrastructure.

SCHEDULE OF WORK:

Work would begin within eight weeks of receipt of a signed agreement/letter.

LUMP SUM FEE FOR SERVICES:

Complete Boundary Survey: **$46,285.00 (Includes Reimbursable Expenses)**

This includes Tax Map U-4 Lot 22 and Tax Map u-1 Lot 9 in their entirety, as outlined in red and purple on the attached sketch.

Client initials:_____

Partial Boundary Survey: **$21,560.00 (Includes Reimbursable Expenses)**

This includes a portion of Tax Map U-4 Lot 22, as shown shaded in green on the attached sketch.

Client initials:_____

Topographic Survey: **$15,840.00 (Includes Reimbursable Expenses)**

This includes a portion of Tax Map U-4 Lot 22, as shown outlined in cyan on the attached sketch.

Client initials:_____

Subsurface Investigation: **$4,500.00 (Includes Reimbursable Expenses)**

This task is limited to one 8-hour day of field work for a 2-person crew.

Client initials:_____

Property Corner Monumentation: **$780.00 for first monument, $187 for subsequent monuments (Includes Reimbursable Expenses)**

This task is limited to a total of 5 re-bar.

Client initials:_____

The schedule and fee outlined herein assume that site conditions (snow, ice, etc.) allow us to efficiently perform the field work in a safe & accurate manner.

You would be billed every two weeks. We require a retainer of $0.00 at the signing of this agreement/letter. Receipt of the signed agreement and retainer will serve as authorization to begin. The retainer will be applied to our final invoice.

As set forth more fully in Paragraph 2.1 of the General Provisions, payment is due within 15 days of your receipt of our invoice. Late fees will be added on past due invoices at a rate of 1.5% per month (18% annually) and any collection fees shall be passed on to the client.

This agreement/letter represents the entire understanding between *Rebecca Elwood, HDR and Doucet Survey, LLC* and may be modified only by a writing signed by both parties. If this agreement/letter, fee schedule and general provisions satisfactorily set forth your understanding of our agreement, please sign and return it to us with the specified retainer. If authorization to proceed is not received within 90 days of this agreement/letter, the fees and scheduling of services described above are subject to change.

Our receipt of this agreement/letter will serve as your acceptance of the terms of the agreement, fee schedule, and general conditions, and as our authorization to proceed. If you have any questions, please feel free to call.

Sincerely,

Steven V. Michaud, PS
Principal
Doucet Survey, LLC

Date

Rebecca Elwood, HDR

Attachments – General Provisions (Pages 4-6), sketch


132
104
Caswell Ln
Academy Dr
Main St
Church Ln
Old Bristol Rd
Old Mill Ln
Hathaway Rd
Hathaway Rd
Birch Way
Lige

AQUA-AEROBIC SYSTEMS, INC.
A Metawater Company

Proposal No. 117434

To: HDR
250 Commercial Street
Suite 3007
Machester, NH 03101-1120
Attn: Rebecca Elwood

(herein after the "Piloting Party")

CC: Rob Trzepacz, TechSales NE

Project: Powder Mill Hatchery Pilot Test

Date: **August 1, 2023**

Aqua-Aerobic Systems, Inc. (Aqua-Aerobic) is pleased to quote to the Piloting Party, for acceptance within 60 days of this date, prices and terms and conditions for the equipment and services relating to the proposed pilot testing, as listed below.

The proposed pilot testing will be conducted at the Powder Mill Hatchery, commencing on or about September, 2023 for a maximum period of four consecutive weeks or 20 operating working days.

Items provided by Aqua-Aerobic:

- One (1) Aqua MiniDisk® cloth media filter pilot unit, Model MD-4, including:
  - Trailer mounted filter system. The trailer and unit shall be 8'-4-1/4" wide, 13'-4-1/2" high, and will require a 53 foot long parking space.
  - Chemical feed and flocculation system including two (2) chemical pumps, two (2) storage tanks, two in-line mixers, and one flocculation tank adjustable from 250 to 1212 gallons.
  - Piping
    - Influent (3"Ø; 100' long), effluent (3"Ø; 100' long), backwash /overflow/drain piping (3"Ø; 100' long)
  - Influent flow meter.
  - One disk with 10.8 ft² of OptiFiber PES-14® cloth filtration media installed in filter basin.
  - Backwash and waste flow meter.
  - Influent and effluent online turbidimeters.
  - Submersible influent feed pump (2.4 hp) to provide 35 to 70 gpm to pilot unit.
  - Control panel with
  - External breaker for power connection
    - Power requirements are 480 volts, 3Ø, 60 Hz, 50 amps.
    - 100' long electrical supply cord.

- SCADA system.

❖ One (1) Aqua MiniDisk® cloth media filter pilot unit, Model MD-14, including:

- Free-standing Aqua MiniDisk primary filtration pilot filter with integral rapid mix tank (35 gallons), and two flocculation tanks (175 gallons each) with mixers.
- Influent flow meter.
- Backwash/waste flow meter
- Influent and effluent online TSS probes.
- Submersible influent feed pump.
- Piping
  - Influent (2"Ø; 100' long), effluent (3"Ø; 100' long), backwash /overflow/drain piping (2"Ø; 100' long), scum (3"Ø; 100' long), drain (3"Ø; 100' long).
- One control panel with main power connection.
  - Power requirements are 480 volts, 3Ø, 60 Hz, 50 amps.
- 100' long electrical supply cord.
- One control panel with instrument display and computer for data acquisition system.
- Chemical feed system with capability to dose coagulant and polymer to the pilot.

❖ A field service technician will be provided for start-up and decommissioning of the pilot unit and conducting the test for a maximum period of 4 trips, 20 operating working days (traveling time included).

- The Aqua-Aerobic field service technician will provide the following services:
  - Installation and equipment startup.
  - Daily pilot unit operation
  - Sampling, per the testing protocol.
  - Recording any pilot related data and activities.
  - Decommissioning the pilot unit.

❖ A pilot testing summary report including:

- Daily operating conditions.
- Influent and effluent turbidity, TSS, and total phosphorus charts.
- Laboratory results from samples per testing protocol.
- Flow rates.
- Backwash volumes.
- The pilot report will be made available for review no later than three weeks after all laboratory results are received by Aqua-Aerobic. The report will be a maximum of 50 pages in length.

- Required safety equipment for Aqua-Aerobic field technician (if necessary).

Items provided by the Piloting Party:

- A complete ship to address, contact name with phone number for carrier advance delivery notification and days and times deliveries can be accepted.
- Pilot site location with:
  - Feed water, electrical power connection, chemicals, and blocking materials to level the Pilot Unit on a stable surface.
- Safety training as required for the plant facility, if necessary.
- Off-loading and placement of pilot equipment (required for non trailer-mounted units).
- Freeze protection of the Pilot Unit, if necessary.
- Personnel to assist in installation of all piping connections, electrical power connection, and the disconnection/cleaning of the pilot unit upon conclusion of the field testing.
- Relocation of the filter unit, if required, for the testing of different feed water sources.
- Additional hose, tote (or day tank) and pump to simulate upset high suspended solids loading conditions, if needed.
- Personnel for day to day operation of the filter system (when AASI is not onsite).
- Sampling per the testing protocol (if required per the protocol)
  - Recording daily pilot related data and operational activities.
  - Performing the necessary laboratory tests and recording the related test results.
  - Delivery of samples, if required, to be sent to an outside certified lab.
- Copies of all on-site test results and operational data collected during the pilot study to Aqua-Aerobic.
- Access rights for Aqua-Aerobic personnel to monitor and operate the pilot equipment, to provide inspections as necessary, and to take photographs/video tape of the Aqua-Aerobic equipment during installation or any time during the piloting period.

Pilot Test Fees:

Equipment and Services:	$ 36,400.00
Freight:	$ 30,324.00
Total Fee (excluding tax, if applicable):	$ 66,724.00

TAXES: State and/or local taxes are not included in the fees but if applicable, will be added to the invoice(s) unless a valid resale/exemption certificate is provided with the executed Agreement.

The Following Notes apply to the Aqua-Aerobic Proposal:

- The Piloting Party shall pay Net 30 days from the date of shipment of the pilot testing equipment, inclusive of fees for the specified term, field service technician and expenses for start-up, operation, and decommissioning consisting of 4 trips and 20 days on-site services and freight charges for delivery and return of the pilot unit.

- Any additional assistance and trips shall be billed at One Thousand Seven Hundred Fifty Dollars ($1,750.00) per day including travel days to and from Loves Park, Illinois, plus air fare and expenses billed at actual cost.

- The Piloting Party agrees that the Pilot Unit shall not be operated with waste containing hazardous wastewater or material, as defined by the United States Environmental Protection Agency (USEPA).

- The Pilot Unit shall at all times remain the property of Aqua-Aerobic, and the Piloting Party shall have no right, title, or interest therein.
- Except as required under Local, State, and Federal laws, the Piloting Party shall not release the Testing Protocol, operational parameters or performance data without written permission from Aqua-Aerobic. The Piloting Party will, using reasonable diligence, safeguard the confidentiality of the information required for and generated by this pilot study and not disclose any part of it to any person or entity other than to those employees, officers, elected and appointed officials, and consultants of its respective companies and/or other related associates who might require access to the information for the purposes set forth in this Agreement unless agreed to by Aqua-Aerobic, which will not be unreasonably withheld.

- Upon acceptance, this proposal shall constitute the Agreement and will embody all of the understandings of the parties and will supersede any prior and contemporaneous agreements, commitments, or understandings or writings of the parties. This Agreement shall be governed by and construed under the laws of the State of Illinois, without regard to conflicts of laws principles, and venue for legal action to enforce the rights of any party under this Agreement may be asserted in Winnebago County, Illinois.

- The following Exhibits are attached and are made a part of this Agreement:

  Exhibit 1: Drawings.

  Exhibit 2: Specification of electrical requirements and plumbing connections.

  Exhibit 3: Cloth Media Filtration Pilot System Information

Proposal and Offer Respectfully Submitted,

By: AQUA-AEROBIC SYSTEMS, INC. (Aqua-Aerobic):

Printed Name: Kristy M. Chycota

Title: Process Engineer - Filtration

Signature: Kristy M Chycota

Date: August 1, 2023

This Proposal and Offer is hereby accepted by the Piloting Party:

By: _____

Printed Name: _____

Title: _____

Signature: _____

Date: _____

- Please provide the following information:

BILL TO ADDRESS (if different from proposal address):

_____

_____

_____

_____ Zip _____

SHIP TO ADDRESS:

_____

_____

_____

_____ Zip _____

Shipping Contact Name: _____

Phone #: _____

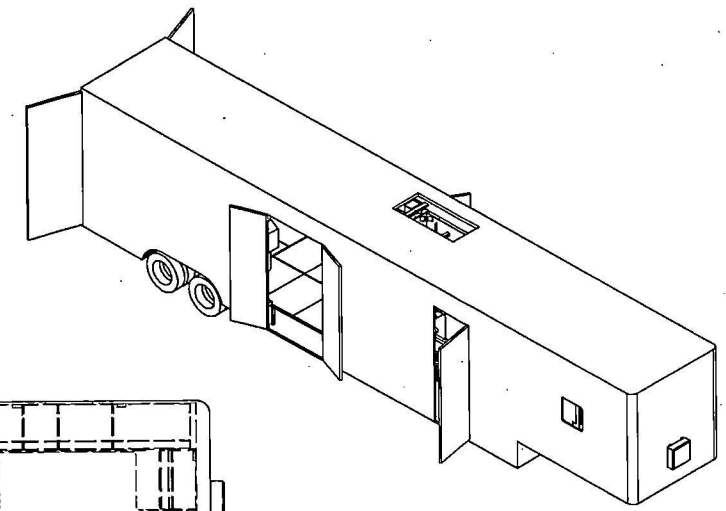
Deliveries are accepted on which days of the week? (circle all that apply)

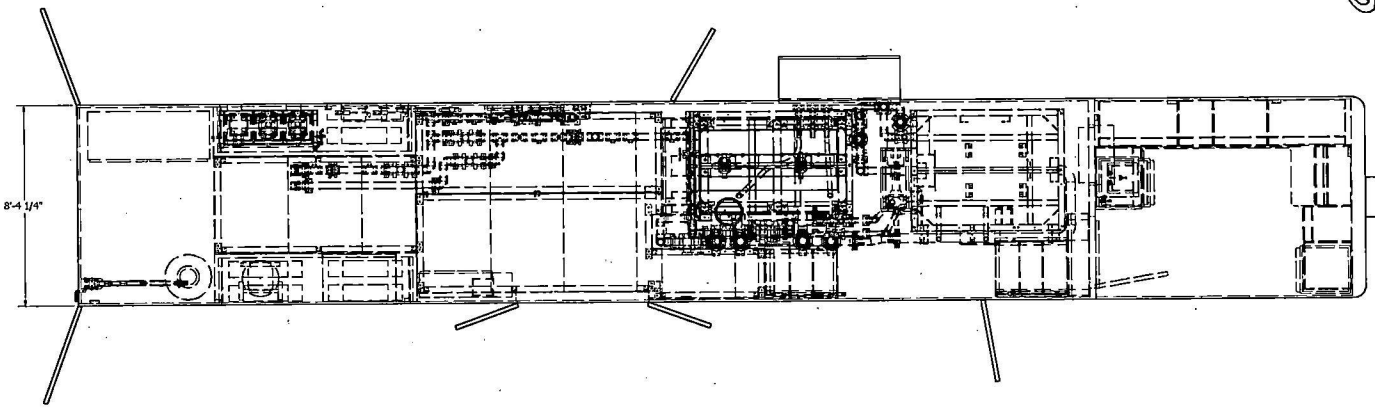
Monday Tuesday Wednesday Thursday Friday Saturday Sunday

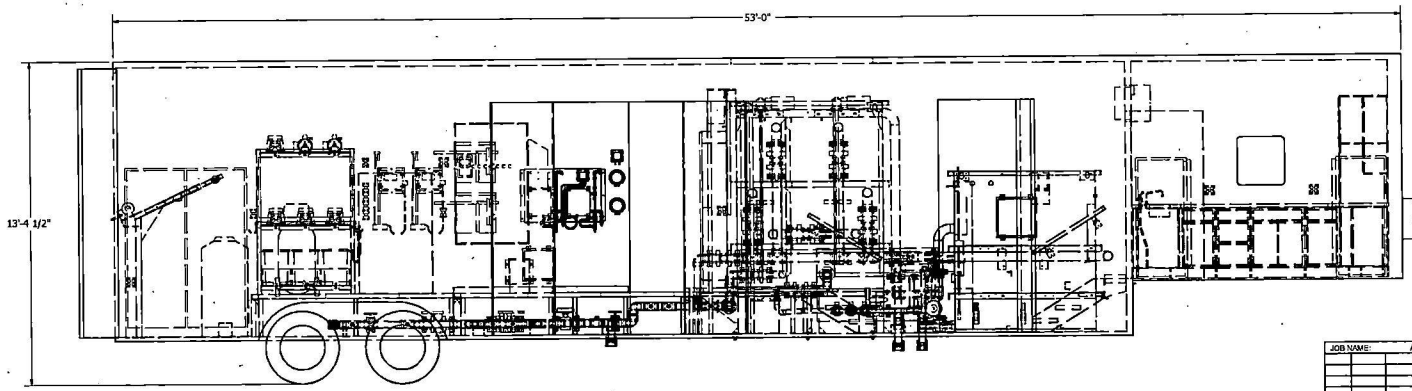
Acceptable Hours of Delivery: ____: _____ AM to ____: _____ PM

Exhibit 1

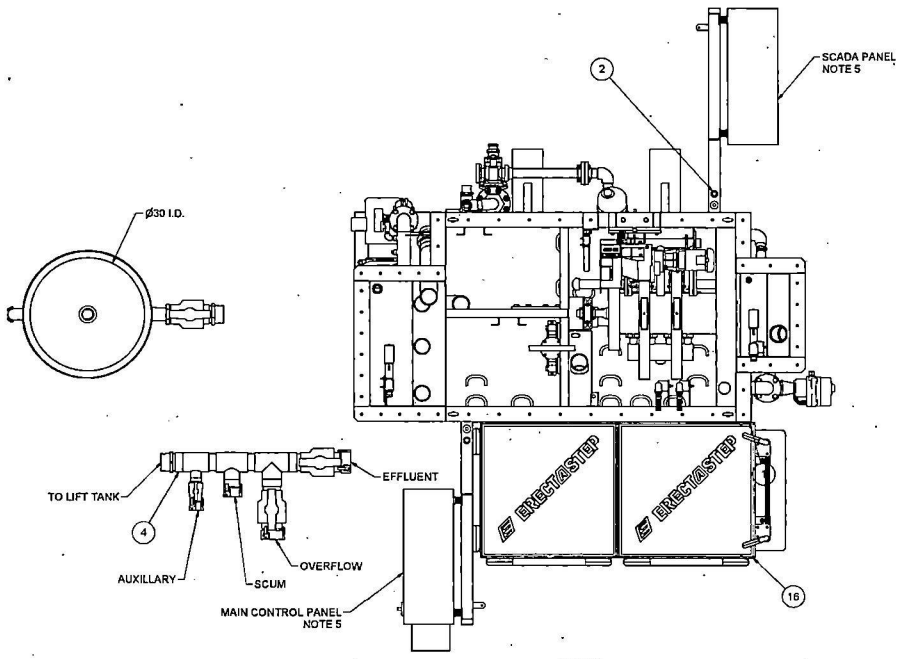
Drawings

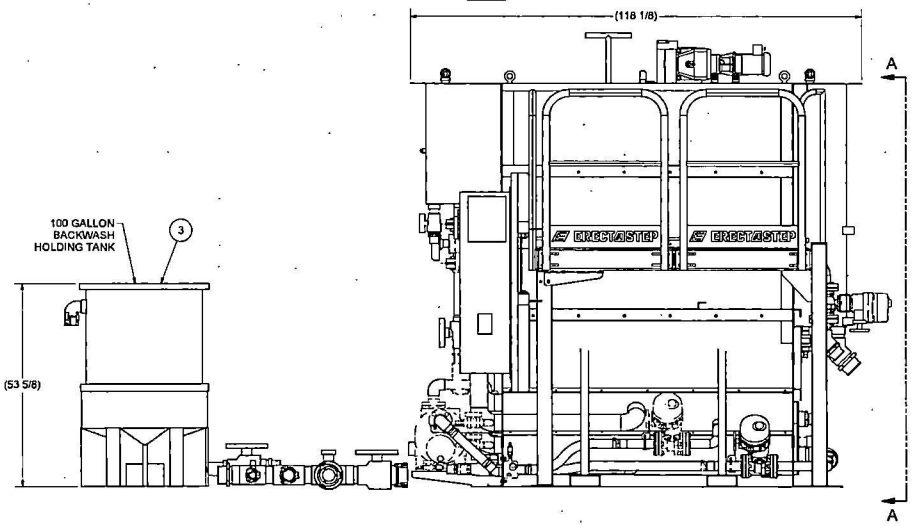


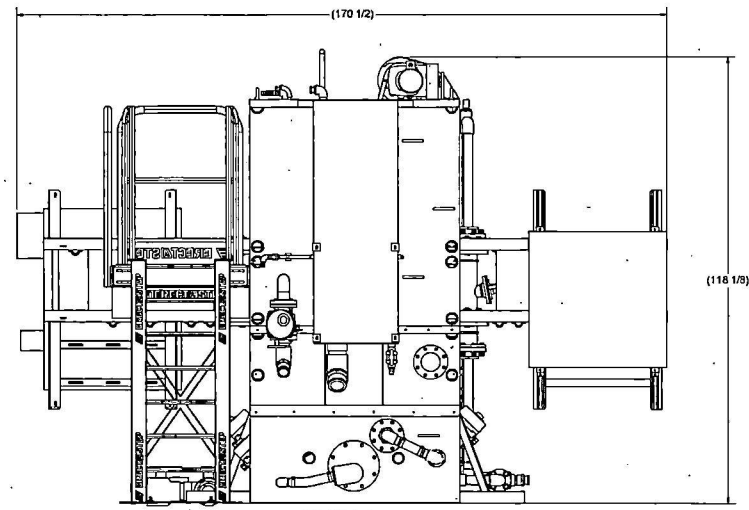




JOB NAME:	AQUA-AEROBIC SYSTEM, INC. "MD-4"	DO NOT SCALE DRAWING	AQUA-AEROBIC SYSTEM, INC.
		DRN BY GSM DATE 08/19/09	NAME MD-4 TRAILER OVERALL DIMENSION
		CHD BY ACT WT	
		SCALE NONE	
		MFR AS	
		REF 9B30866002 & 9B30866012	
		UNLESS OTHERWISE SPECIFIED	HP/SIZE
		FUNCTIONAL DIMENSIONS +/- .1/16	TYPE MD-4
		ALL TWO PLACE DECIMALS +/- .010	SHEET 1 OF 1
		ALL THREE PLACE DECIMALS +/- 0.005	DWG NO 9B30866002-5 D
		ALL ANGLES +/- 1/2°	
REF ECO	DATE BY	REVISION	







VIEW A-A
SCALE 1/16

NOTES

1. AQUA-AEROBIC SYSTEMS, INC. DOES NOT ASSUME THE RESPONSIBILITY OF COORDINATING THE CIVIL, MECHANICAL, OR DESIGN ENGINEERING THAT MAY BE REQUIRED

2. IF FREEZING IS A CONCERN, ANY NECESSARY PROTECTION, INCLUDING BUT NOT LIMITED TO HEAT TRACING AND INSULATION OF PUMPS, VALVES, AND PIPING AS WELL AS PROTECTION AGAINST INTERNAL TANK EQUIPMENT FREEZING SHALL BE SUPPLIED AND INSTALLED BY OTHERS.

3. ANTI-SEIZE LUBRICANT IS REQUIRED ON ALL STAINLESS STEEL FASTENERS.

4. AQUA-AEROBIC SYSTEMS, INC. RECOMMENDS A MINIMUM 3" THICK CONCRETE FILTER PAD. THE FINISHED FLOOR OR PAD MUST BE FLAT TO WITHIN +-1/4" FOR PROPER OPERATION OF PACKAGE FILTER ASSEMBLIES.

5. IN CLASSIFIED INSTALLATIONS, DO NOT CONNECT POWER TO UNIT UNLESS THE CONTROL PANELS ARE AT FULL EXTENSION. FAILURE TO HEED THIS WARNING MAY RESULT IN CONTROL PANEL EXPLOSION.

6. LIFTING WEIGHT: 7,000 LB
OPERATING WEIGHT: 18,000 LB

ITEM	QTY	PART NUMBER	DESCRIPTION	MATERIAL	DWG
16	1	9B377260210	PLATFORM INSTALLATION	-	
15	2	2617782	CAM GROOVE, 4", MALE CAM X FEMALE NPS	NYLON	-
14	2	2600644	SEAL RING, CONDUIT, 0.75"	NEOPRENE	-
13	2	2617079	LOCKNUT, 0.75"	316 SS	-
12	2	2610656	CORDGRIP - 0.750-0.875, 0.75"NPT - STRT	STAINLESS STEEL	-
11	1	2607461-100	COLEMAN CABLE #6-4C X 100' LG	-	-
10	2	2957544	CLOTH & FRAME ASSY, ADFS-11, PF-14	-	Y
9	40	2600286	TY-WRAP/CABLE TIE 4" MAX DIA	NYLON	-
8	10	2615830	HOSE ASSY, 2" X 10' LG W/ CAM LOCK	-	-
7	11	2615818	HOSE ASSY, 3" X 10' LG W/ CAM LOCK	-	-
6	12	2615813	HOSE ASSY, 4" X 10' LG W/ CAM LOCK	-	-
5	2	2616225	PUMP, FLYGT NS-3102, 5 HP, 463I	-	-
4	1	9B35476017	LIFT PIPING ASSEMBLY	-	Y
3	1	9B377260015	BACKWASH HOLDING TANK ASSEMBLY	-	Y
2	1	9B377260014	CONTROL PANEL FIELD INSTL	-	Y
1	1	9B377260001	TANK ASSEMBLY	-	Y

JOB NAME
JOB LOCATION

AQUA-AEROBIC SYSTEMS, INC.

DO NOT SCALE DRAWING

UNLESS OTHERWISE SPECIFIED ALL DIMENSIONS ARE IN INCHES
FRACTIONAL DIMENSIONS ± 1/16
ALL TWO PLACE DECIMALS ± 0.010
ALL THREE PLACE DECIMALS ± 0.005
ALL ANGLES ± 1/2°
ANSI

MATERIAL
SIMILAR TO 9B35476000
TYPE

REV	ERWICO	DATE	BY	REVISION DESCRIPTION
A	R18285	2018-12-21	CJC	RELEASE TO PRODUCTION

DRAWN BY: CJC DATE: 2018-12-21
WEIGHT SHEET 1 OF 1
DRAWING NAME: PLANT LAYOUT AND GENERAL LIST
DRAWING NUMBER: 9B377260000
SCALE: 1/16 SIZE: D

Exhibit 2

Specifications for electrical requirements and plumbing connections

1. Electrical Requirements:

   Voltage: 480 VAC, 3 Phase, 60 hertz, 50 amp supply required for MD-4
   Voltage: 480 VAC, 3 Phase, 60 hertz, 50 amp supply required for MD-14

   The above power supply and service connection shall be by the Piloting Party.

   Connection of power to the Pilot Unit shall be by plant staff

2. Source water and related discharge connections (MD-4):

   a) Influent - 3" Ø flexible hose fitted with Camlock® connectors
   b) Effluent - 3" Ø flexible hose fitted with Camlock® connectors
   c) Backwash/overflow/drain - 3" Ø flexible hose fitted with Camlock® connectors
   d) Hydraulic conditions of the pilot unit:
      - Influent to the pilot unit will be pumped
      - Filtered effluent from the pilot unit will be via gravity
      - Backwash water will be via gravity

3. Source water and related discharge connections (MD-14):

   a) Influent - 2" Ø flexible hose fitted with Camlock® connectors
   b) Effluent - 3" Ø flexible hose fitted with Camlock® connectors
   c) Backwash/overflow/drain - 2" Ø flexible hose fitted with Camlock® connectors
   d) Scum - 3" Ø flexible hose fitted with Camlock® connectors
   e) Drain - 2" Ø flexible hose fitted with Camlock® connectors
   f) Hydraulic conditions of the pilot unit:
      - Influent to the pilot unit will be pumped
      - Filtered effluent from the pilot unit will be via gravity
      - Backwash water will be via gravity

All pumps, hoses and appropriate fittings are included and connection to the pilot unit shall be by an Aqua-Aerobic field service technician

July 11, 2022
Theodore Kupper, PE
Division of Public Works Design and Construction
7 Hazen Drive, Room 250
Concord, NH 03302-0483

RE: Letter of Interest and Qualifications for Hatchery Modernization

Dear Mr. Kupper,

We understand that New Hampshire Fish and Game Department (NHFGD) plans to modernize their fish hatchery system to enhance fish production efficiency, improve staff conditions, and to meet stricter NPDES requirements specifically for phosphorous. To do this, it is desired to construct new facilities at the state's Berlin, New Durham and/or New Hampton sites. HDR would like to express not just our interest, but our desire to continue to work with NHFGD toward modernizing your facilities. Selecting the HDR team to assist the New Hampshire Division of Public Works (NHDPW) and NHFGD in this mission brings the following benefits:

- **Local Expertise and National Talent.** Our team has completed fish hatchery projects throughout North America including many trout rearing facilities in the eastern United States. Our team's highly-regarded local talent, backed by the resources of our 1,000 employees in northeast area offices as well as our national experts from HDR's Fisheries Design Center will allow us to meet your goals. ***We will deliver innovative solutions to your most challenging issues by leveraging our local talent to provide you the services that you need, backed by the depth of our national technical experts.***

- **Experienced Fisheries Design Center.** Our team offers highly-specialized fisheries services through our 40+ years of experience working on a portfolio of more than 750 relevant projects throughout North America. Through this key experience, we bring the necessary in-depth knowledge gained through working on similar state, federal and private facilities to the NHFGD. Our proposed team includes those same fisheries and wastewater industry leaders such as Mario Benisch, PE and Matt Cochran, MS who will bring key experience from lessons learned to this project to provide oversight and guidance to our local engineering and architecture team. ***Our Fisheries Design Center (FDC) staff will provide oversight and guidance to our local engineering and architecture team, while bringing experience from lessons learned to your project.***

- **Leveraging our First-Hand Knowledge of Your Key Issues for Efficient Design Delivery.** Through our work with NHFGD on the Powder Mill Fish Hatchery Feasibility Study project our team has already been at each hatchery to evaluate its condition, interview your staff, and perform pilot testing. Through this experience, we have developed strong relationships with NHFGD and hatchery staff. Currently, our FDC and discipline engineers are identifying the deficiencies at each of the state hatcheries and developing concept plans for improvements to meet your production and stocking goals. ***HDR will leverage this experience with NHFGD to deliver an efficient and top-notch design that meets your budget, timeline, and operational needs, while also incorporating your future goals.***

We appreciate the opportunity to submit this Letter of Interest and Qualifications and look forward to continuing to work with the NHDPW and NHFGD. Should you require additional information or have any questions, please feel free to contact Rebecca Elwood, PE at 603.391.0903 or Rebecca.Elwood@hdrinc.com, or Matt Cochran, MS at 217.331.5868 or Matt.Cochran@hdrinc.com.

Sincerely,
HDR Engineering, Inc.

Rebecca Elwood, PE
Project Manager

Matt Cochran, MS
Fisheries Business Class Director

hdrinc.com
250 Commercial Street, Suite 3007, Manchester, New Hampshire 03101-1120
T 603.391.0900 F 603.391.0902

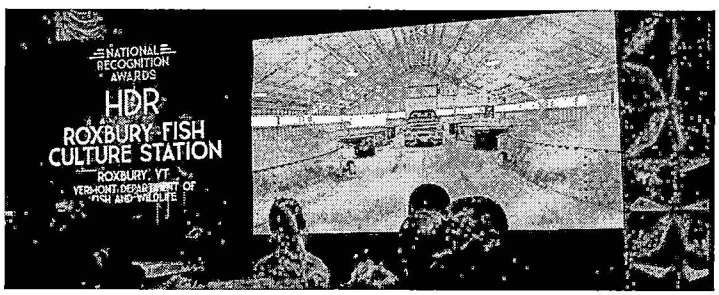
About HDR

We are an engineering, architecture, and consulting firm founded in 1917 with more than 10,000 professionals in over 215 locations worldwide, committed to helping clients manage complex projects and make sound decisions.

We are consistently ranked among the top architecture and engineering firms by leading industry publications including *Engineering News-Record, Modern Healthcare, Environmental Business Journal, Interiors,* and *Building Design and Construction.* For example, ENR has ranked HDR among the top 50 design firms since 1967.

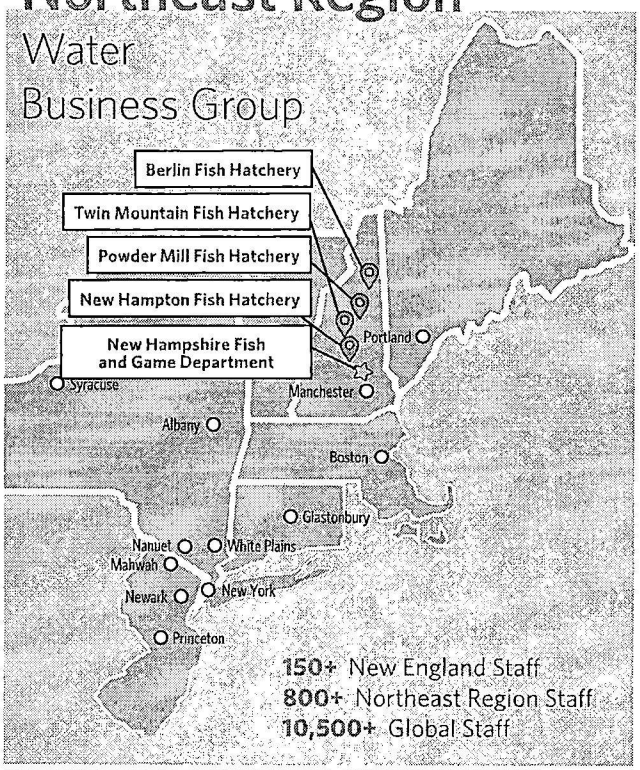
HDR Rankings

No. 5	No. 3	No. 5	No. 6
Top 500 Design Firms	Top 300 Architecture Firms	Top 20 Water	Top 20 Sewer & Waste



HDR was the recipient for the **2022 ACEC National Recognition Award** for the Roxbury Fish Culture Station in Ruxbury, VT.

Northeast Region Water Business Group



150+ New England Staff
800+ Northeast Region Staff
10,500+ Global Staff

TECHNICAL RESOURCES

- Fisheries Biology
- Water & Wastewater Treatment
- Architectural
- Process Mechanical
- Permitting/Section 106
- HVAC/Plumbing
- Electrical
- Civil
- Environmental
- Structural
- Geotechnical
- Fire/Live Safety
- Building Code/ Code Compliace
- Accessibility
- Sustainability
- Resiliency/Climate Change
- Atmospheric Sciences

SUBCONSULTANTS

- Geotechnical Boring (*New England Boring Contractors*)
- Survey (*Duocet*)

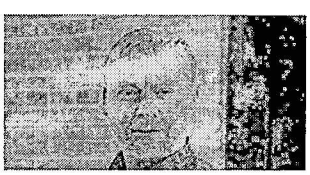
Key Personnel

Rebecca Elwood, PE
Project Manager

- Established relationships with NHFGD and NHDES
- Project Manager with 18 years experience leading multi-disciplinary teams
- Familiar with all 6 NHFGD Hatcheries
- Project Manager on *Powder Mill Fish Hatchery Feasibility Study*
- 18 years experience in water & wastewater treatment design

Christopher Smee, RA
Deputy PM/*Architectural Lead*

- Architectural Lead for *Powder Mill Fish Hatchery Feasibility Study*
- Familiar with all 6 NHFGD Hatcheries
- Project Architect with 16+ years experience on various multidisciplinary projects, including new facilities and facilities renovations
- Experienced in building codes and ADA compliance



Matt Chochran, MS
Fisheries Business Class Director

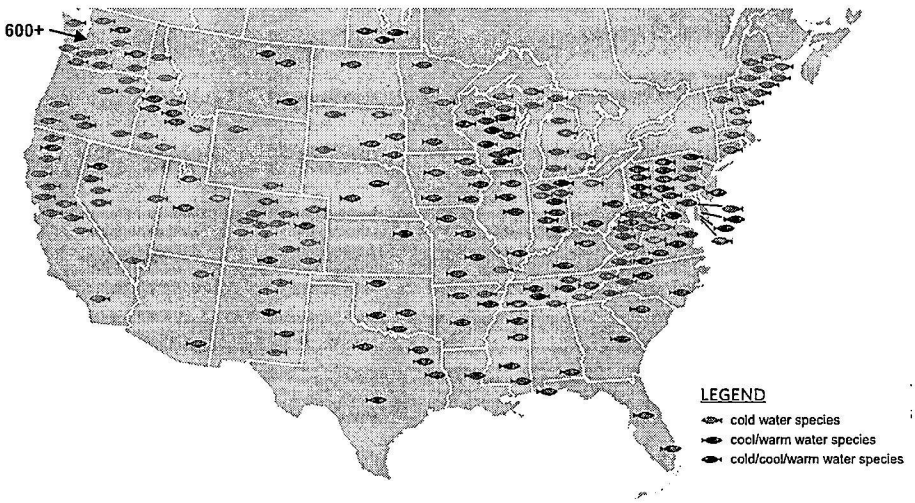
- Experience on fisheries projects in 41 states and 3 Canadian Provinces
- Familiar with all 6 NHFGD Hatcheries
- Established relationships with NHFGD and NHDES
- Brings experience working on over 150 hatcheries
- Working on hatchery related issues in North America

Mario Benisch, PE
Effluent Treatment Lead

- Brings his experience on over 70 wastewater treatment plants
- Well-versed in nutrient removal reliability, optimization, and limit of treatment
- Lead for Powder Mill Pilot Studies for Phosphorus Removal
- Familiar with Powder Mill and Berlin State Fish Hatcheries

Fish Hatchery Experience

Members of our New England team in conjunction with our industry-leading Fishery Design Center comprise of a focused group that provides services ranging from design and construction administration including tailored best management practices, sustainability, energy conservation, and water reuse services. Our Fisheries Design Center (FDC) has developed studies and designs for renovation or new construction at more than 750 fish facilities located across 47 U.S. states and 3 Canadian provinces including specifically for phosphorus removal.



We have unmatched national fisheries experience.

FISH HATCHERY DESIGN

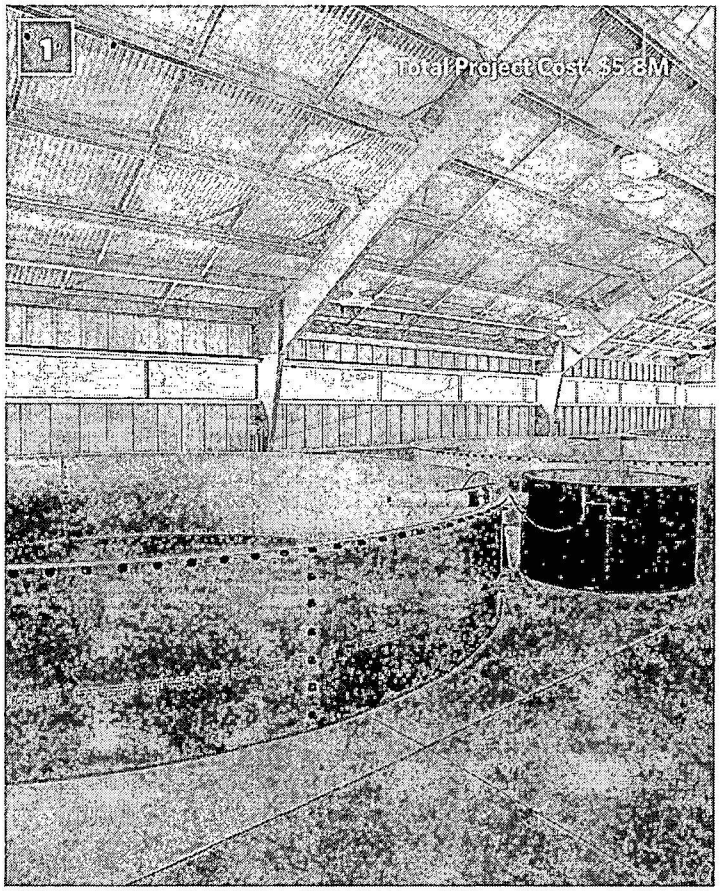
Hatchery facility planning, design, and construction is a complex process that merges the biological science of fish culture with the technological sciences of engineering. Our team includes a full complement of professionals to tackle this project from every aspect. Our experience ranges from cost-effective small buildings with limited features to very large production rooms with full recirculation process systems. Our team's experience specific to hatcheries includes:

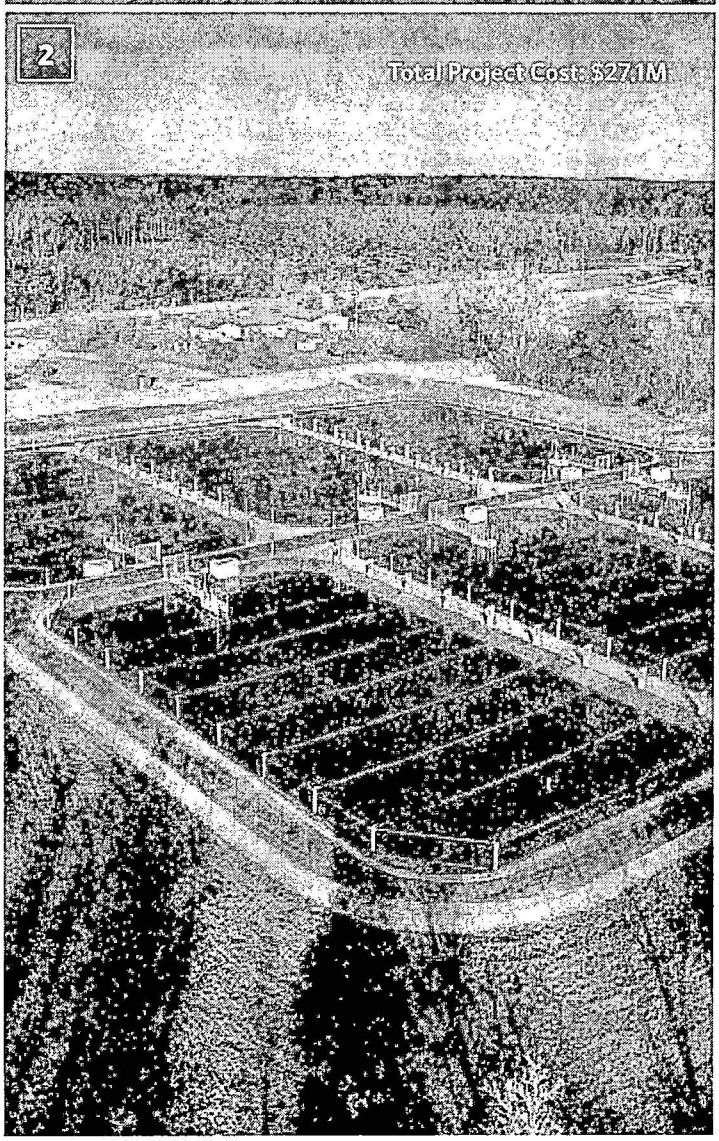
- Architectural and Site Layout
- Constructibility
- Site Access Roads
- Egg Incubation Systems
- Constructibility Issues
- Brood Stock Units
- Rearing and Spawning Tanks
- Water Supply Piping and Drains
- Variable Speed Pumping
- NPDES Requirements and Treatment
- Maintaining Operation During Construction
- Full/Partial Recirculation Aquaculture Systems
- Low-Pressure Aeration Systems
- Oxygenation and Degassing System
- Regulated Lighting
- Instrumentation and Alarming
- Water Temperature Control
- Predator Security
- Waste Treatment

HDR's FDC experience in the design and construction of fishery facilities is based on the hands-on experience of working with and operating fishery facilities. HDR has designed over 30 new hatcheries as well as numerous rehabilitations, which brings tremendous experience to NHPWD/NHFGD. This experience is further enhanced by the startup assistance and operational support to facilities we have designed for federal, state, and tribal clients. We have expert knowledge and experience relative to life stage requirements (incubation, rearing, and spawning) and fish culture facility components, techniques, and strategies. We have a solid understanding of coldwater fish hatchery operations and the design features that make them successful.

HDR's FDC team will work with NHFGD staff to turn our current facility planning's concept level improvement efforts into a solid basis of design, including: confirmation of current and future production goals so that the proposed spaces meet future requirements, a bioprogramming and gap analysis for hatchery expansion, and additional items such as production timing, anticipated rearing unit usage dates, growth rates, required flows, and drain times. The bioprogramming efforts will project the needs or shortfalls in addition to confirming the program requirements.

We understand the challenges each of your facilities face in the day-to-day delivery of the state's stocking program. We know that Powder Mill Fish Hatchery is a critical component of your program with valuable resources that would be detrimental to abandon. Our water treatment engineers have decades of experience in phosphorus removal and the limit of treatability. Their expertise has been invaluable over the course of the current source and effluent characterization as well as the preparation and execution of the upcoming pilot study. We are hopeful that with quicker solids collection and removal, partial recirculation, and a cost effective treatment process, Powder Mill will be able to continue production well into the future.





1. Roxbury Fish Culture Station

Vermont Department of Fish and Wildlife

Roxbury, VT

Built in 1891, the Roxbury Fish Culture Station is one of five Vermont facilities producing sport fish for stocking in waters throughout the state. During Hurricane Irene, a failed retaining wall on Flint Brook resulted in the subsequent flooding of the fish culture station. This was the third flood since 1998 to impact the station resulting in damage to many of the critical outdoor structures. Traditionally, an outdoor pond focused trout facility, the storm left the outdoor rearing ponds filled with sediment and debris rendering them unusable.

In response to the multiple floods and subsequent damage to critical structures, HDR was hired to provide the engineering and fish culture design services to rehabilitate the damaged portions of the facility. The engineering services included design, preparing construction plans and specifications, obtaining required permits, assisting in the bid process, providing construction review, inspection and preparing and submitting as-built drawings and O&M manuals. In addition, HDR outlined biological parameters to aid in the sizing of circular tanks and flow rates required to produce 25,000 pounds of trout annually. The 25,000 pounds included 85,000 catchable size rainbow and brook trout and 300,000 juvenile salmon (fry) annually for stocking Vermont's lakes, rivers and streams.

Project Relevance: Waste Treatment & Solids Handling Technical Review, Wastewater, Recirculation Capabilities, Water Treatment & Effluent Treatment

2. Wild Rose State Fish Hatchery

Wisconsin Department of Natural Resources

Wild Rose, WI

HDR designed the expansion and renovation of the Wild Rose State Fish Hatchery. The coldwater facility construction included new covered intensive rearing systems, a 14,000 SF hatchery building, four 5,000 SF covered raceway buildings, a 8,000 SF broodstock building, modern effluent treatment system, and a visitor center. The coolwater/warmwater facility construction included a modern lined pond complex and a 30,000 SF intensive recirculation (RAS-based) indoor rearing building. This project also includes 14 lined production ponds and effluent treatment system.

The facility uses independent fully enclosed biosecure fish production buildings that are hydraulically configured on the site to allow one-time water pumping from four automatically operated high-capacity wells pumping water to a central aeration/degassing head tank. Water is pumped to meet exact fish culture program requirements to maximize energy use and to conserve groundwater resources. From the main aeration/degassing liquid oxygen operated headtank, water flows by gravity to the main coldwater production building, trout broodstock building and stair stepped series of four enclosed high density fish rearing raceway buildings all by gravity flow. Water is treated, conditioned and reused four times in the complex before being microscreened and ultra-violet (UV) disinfected for a fifth use in the coolwater/warmwater facility located across Highway 12. Flowing by gravity (not with costly pumps), the recovered water is used to operate the production building, fill six ½-acre fish rearing ponds and to provide a water source for a solar pond filling. Eight 1-acre fish rearing ponds can also be supplied either from the well system or from a lower pump station that is tied into the solar reservoir allowing for a mixing of water to various temperatures, eliminating pond water heating requirements within the facility.

Project Relevance: Hatchery Modernization, Wastewater Treatment Preliminary Engineering Report, New Facility Design and Construction & Cold Water Fish Bioprogramming

STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PUBLIC WORKS DESIGN AND CONSTRUCTION
TOTAL HOURLY RATE FORM - DESIGN

Employee	Employee Classification	Design Direct Labor $/Hr.	Overhead & Burden %	Fixed Fee $/Hr.	Total Hourly Wage
Dave Davis	Project Principal, Sr.	$ 80.00	$ 148.00	$ 27.36	$ 255.36
Chad Davis	Quality Control	$ 80.00	$ 148.00	$ 27.36	$ 255.36
Rebecca Elwood	Project Manager, Sr.	$ 80.00	$ 148.00	$ 27.36	$ 255.36
Michael Baskin	Architectural Sr.	$ 80.00	$ 148.00	$ 27.36	$ 255.36
Ian Denholm	Electrical Engineer Sr.	$ 80.00	$ 148.00	$ 27.36	$ 255.36
Matt Cochran	Fisheries Director, Sr.	$ 90.40	$ 167.23	$ 30.92	$ 288.55
Christopher Smee	Architectural Lead/Deputy PM, Sr.	$ 70.00	$ 129.50	$ 23.94	$ 223.44
Baylee Thornton	Fisheries Biologist, Jr.	$ 30.39	$ 56.22	$ 10.39	$ 97.00
Larry Pauls	Hatchery Mechanical, Sr.	$ 80.00	$ 148.00	$ 27.36	$ 255.36
Troy Talsma	Hatchery Mechanical, Sr.	$ 75.37	$ 139.43	$ 25.78	$ 240.58
JB Neethling	Sr. Treatment Technical Advisor	$ 80.00	$ 148.00	$ 27.36	$ 255.36
Mario Benisch	Effluent Treatment Engineer, Sr.	$ 80.00	$ 148.00	$ 27.36	$ 255.36
Mahsa Mehrdad	Effluent Treatment Engineer, Sr.	$ 76.66	$ 141.82	$ 26.22	$ 244.70
Andy Thuman	Sr. Water Quality Engineer	$ 80.00	$ 148.00	$ 27.36	$ 255.36
Brian Howland	Architectural, Sr.	$ 80.00	$ 148.00	$ 27.36	$ 255.36
Xin You	Architectural	$ 64.39	$ 119.11	$ 22.02	$ 205.52
Byron Mendez	Architectural	$ 44.79	$ 82.87	$ 15.32	$ 142.98
Joshua Cahill	Architectural	$ 49.00	$ 90.66	$ 16.76	$ 156.42
Dennis Song	Architectural	$ 40.99	$ 75.82	$ 14.02	$ 130.83
Zinnia Alvarez	Architectural	$ 35.19	$ 65.11	$ 12.04	$ 112.34
Jeff Price	Site/Civil Engineer	$ 51.42	$ 95.12	$ 17.58	$ 164.12
Lilia Pettit	Site/Civil EIT	$ 41.01	$ 75.86	$ 14.02	$ 130.89
Michael Shumpert	Fire/Life Safety	$ 63.79	$ 118.02	$ 21.82	$ 203.63
Chris Kowash	Process Mechanical Engineer	$ 41.22	$ 76.25	$ 14.10	$ 131.57
Sam Brown	Process Mechanical Engineer	$ 44.51	$ 82.35	$ 15.22	$ 142.08
Ellie Tavasoli	Process Mechanical Engineer	$ 42.76	$ 79.11	$ 14.62	$ 136.49
Bruce Bradley	Structural Engineer, Sr.	$ 80.00	$ 148.00	$ 27.36	$ 255.36
Stephen Boyington	Structural Engineer, Sr.	$ 70.71	$ 130.81	$ 24.18	$ 225.70
Paul Lefebvre	Structural Engineer	$ 51.99	$ 96.18	$ 17.78	$ 165.95
Joseph Jorgens	Structural Engineer Jr.	$ 36.06	$ 66.71	$ 12.33	$ 115.10
Kevin Vander Kolk	Electrical Engineer, Sr.	$ 80.00	$ 148.00	$ 27.36	$ 255.36
Megan Tatara	Electrical Engineer	$ 59.55	$ 110.17	$ 20.37	$ 190.09
Andrew Kaner	Electrical Engineer	$ 52.85	$ 97.78	$ 18.08	$ 168.71
Larry Travis	Electrical Engineer	$ 45.62	$ 84.41	$ 15.60	$ 145.63
Jacob Porter	Electrical Engineer, Jr.	$ 50.00	$ 92.51	$ 17.10	$ 159.61
Alyson Randall	Electrical Engineer, Jr.	$ 39.01	$ 72.17	$ 13.34	$ 124.52
Andy Hoyt	Electrical Engineer, Jr.	$ 37.81	$ 69.96	$ 12.93	$ 120.70
Chris Work	HVAC/Plumbing Engineer, Sr.	$ 80.00	$ 148.00	$ 27.36	$ 255.36
Nicolas Betancur	Geotechnical Engineer, Sr.	$ 75.58	$ 139.82	$ 25.85	$ 241.25
Ryan Lavorati	Geotechnical Engineer	$ 57.50	$ 106.38	$ 19.67	$ 183.55
Nicholas Dempsey	Geotechnical Engineer	$ 55.03	$ 101.80	$ 18.82	$ 175.65
Robert Manson	Geotechnical Engineer, Jr.	$ 42.18	$ 78.04	$ 14.43	$ 134.65
Cate Russell	Environmental Engineer, Sr.	$ 74.21	$ 137.30	$ 25.38	$ 236.89
Brett Battaglia	Environmental Engineer, Sr.	$ 55.73	$ 103.11	$ 19.06	$ 177.90
Krista Matatt	Environmental Engineer	$ 45.15	$ 83.52	$ 15.44	$ 144.11
Julie Gifford	Environmental Engineer	$ 37.86	$ 70.03	$ 12.95	$ 120.84
Katie Perry	Environmental Engineer, Jr.	$ 37.14	$ 68.71	$ 12.70	$ 118.55
Abagail Megna	Environmental Engineer, Jr.	$ 32.45	$ 60.03	$ 11.10	$ 103.58
Tyler Riendeau	Environmental Engineer, Jr.	$ 29.88	$ 55.28	$ 10.22	$ 95.38
Nate Ossit	Environmental Engineer, Jr.	$ 28.48	$ 52.68	$ 9.74	$ 90.90
Steve Seymour	Wetland Scientist, Sr.	$ 73.70	$ 136.35	$ 25.21	$ 235.26
Scott Jones	Wetland Scientist	$ 54.28	$ 100.41	$ 18.56	$ 173.25
Kimberly Smith	Section 106, Sr.	$ 77.26	$ 142.93	$ 26.42	$ 246.61
Jeanne Barnes	Section 106, Sr.	$ 67.56	$ 124.98	$ 23.10	$ 215.64
Leonard Gitelman	Construction Administration and Inspection, Sr.	$ 60.75	$ 112.38	$ 20.78	$ 193.91

Heather R Foster

October 26, 2023

STATE OF NEW HAMPSHIRE
DEPARTMENT OF ADMINISTRATIVE SERVICES
DIVISION OF PUBLIC WORKS DESIGN AND CONSTRUCTION
TOTAL HOURLY RATE FORM - DESIGN

Employee	Employee Classification	Design Direct Labor $/Hr.	Overhead & Burden %	Fixed Fee $/Hr.	Total Hourly Wage
Paul Fellini	Construction Administration and Inspection, Sr.	$ 51.91	$ 96.03	$ 17.75	$ 165.69
Samantha Anderson	Water Resources Designer	$ 31.94	$ 59.09	$ 10.92	$ 101.95
Courtney Arnold	Project Coordinator	$ 33.28	$ 61.57	$ 11.38	$ 106.23
Lata Bhatia	Project Accountant	$ 46.64	$ 86.29	$ 15.95	$ 148.88
David Carani	Water Quality Regulatory Support	$ 77.94	$ 144.18	$ 26.65	$ 248.77
Richard Isleib	Sr. Water Quality Modeler	$ 80.00	$ 148.00	$ 27.36	$ 255.36
Mikayla Reichard	Water Quality Modeler	$ 43.63	$ 80.71	$ 14.92	$ 139.26
Djibrilla Rapant	Water Quality Modeler	$ 47.38	$ 87.66	$ 16.21	$ 151.25
Jeffrey Chandler	Mechanical Process Engineer	$ 66.75	$ 123.48	$ 22.83	$ 213.06
Peta Fifield	Water Resources EIT	$ 33.72	$ 62.38	$ 11.53	$ 107.63
Hannah Hedinger	Environmental Scientist I	$ 29.08	$ 53.80	$ 9.95	$ 92.83
Alexandra Lem	HVAC/Plumbing Engineer	$ 53.58	$ 99.12	$ 18.32	$ 171.02
Donald Pereira	Senior Fisheries Biologist	$ 66.61	$ 123.23	$ 22.78	$ 212.62
Wayne Malachin	Senior CADD/BIM Designer	$ 49.92	$ 92.35	$ 17.07	$ 159.34
Christopher Stratton	CADD/BIM Designer	$ 36.43	$ 67.40	$ 12.46	$ 116.29

Heather R. Foster

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Employee	Employee Classification	Construction Direct Labor $/Hr.	Overhead & Burden %	Fixed Fee $/Hr.	Total Hourly Wage
Dave Davis	Project Principal, Sr.	$ 80.00	$ 148.00	$ 27.36	$ 255.36
Chad Davis	Quality Control	$ 80.00	$ 148.00	$ 27.36	$ 255.36
Rebecca Elwood	Project Manager, Sr.	$ 80.00	$ 148.00	$ 27.36	$ 255.36
Michael Baskin	Architectural Sr.	$ 80.00	$ 148.00	$ 27.36	$ 255.36
Ian Denholm	Electrical Engineer Sr.	$ 80.00	$ 148.00	$ 27.36	$ 255.36
Matt Cochran	Fisheries Director, Sr.	$ 95.61	$ 176.88	$ 32.70	$ 305.19
Christopher Smee	Architectural Lead/Deputy PM, Sr.	$ 74.04	$ 136.98	$ 25.32	$ 236.34
Baylee Thornton	Fisheries Biologist, Jr.	$ 32.14	$ 59.46	$ 10.99	$ 102.59
Larry Pauls	Hatchery Mechanical, Sr.	$ 80.00	$ 148.00	$ 27.36	$ 255.36
Troy Talsma	Hatchery Mechanical, Sr.	$ 79.72	$ 147.48	$ 27.26	$ 254.46
JB Neethling	Sr. Treatment Technical Advisor	$ 80.00	$ 148.00	$ 27.36	$ 255.36
Mario Benisch	Effluent Treatment Engineer, Sr.	$ 80.00	$ 148.00	$ 27.36	$ 255.36
Mahsa Mehrdad	Effluent Treatment Engineer, Sr.	$ 80.00	$ 148.00	$ 27.36	$ 255.36
Andy Thuman	Sr. Water Quality Engineer	$ 80.00	$ 148.00	$ 27.36	$ 255.36
Brian Howland	Architectural, Sr.	$ 80.00	$ 148.00	$ 27.36	$ 255.36
Xin You	Architectural	$ 68.10	$ 125.99	$ 23.29	$ 217.38
Byron Mendez	Architectural	$ 47.38	$ 87.65	$ 16.20	$ 151.23
Joshua Cahill	Architectural	$ 51.83	$ 95.89	$ 17.73	$ 165.45
Dennis Song	Architectural	$ 43.35	$ 80.20	$ 14.83	$ 138.38
Zinnia Alvarez	Architectural	$ 37.22	$ 68.86	$ 12.73	$ 118.81
Jeff Price	Site/Civil Engineer	$ 54.38	$ 100.61	$ 18.60	$ 173.59
Lilia Pettit	Site/Civil EIT	$ 43.37	$ 80.24	$ 14.83	$ 138.44
Michael Shumpert	Fire/Life Safety	$ 67.47	$ 124.83	$ 23.08	$ 215.38
Chris Kowash	Process Mechanical Engineer	$ 43.59	$ 80.65	$ 14.91	$ 139.15
Sam Brown	Process Mechanical Engineer	$ 47.08	$ 87.10	$ 16.10	$ 150.28
Ellie Tavasoli	Process Mechanical Engineer	$ 45.23	$ 83.68	$ 15.47	$ 144.38
Bruce Bradley	Structural Engineer, Sr.	$ 80.00	$ 148.00	$ 27.36	$ 255.36
Stephen Boyington	Structural Engineer, Sr.	$ 74.79	$ 138.36	$ 25.58	$ 238.73
Paul Lefebvre	Structural Engineer	$ 54.99	$ 101.73	$ 18.81	$ 175.53
Joseph Jorgens	Structural Engineer Jr.	$ 38.14	$ 70.55	$ 13.04	$ 121.73
Kevin Vander Kolk	Electrical Engineer, Sr.	$ 80.00	$ 148.00	$ 27.36	$ 255.36
Megan Tatara	Electrical Engineer	$ 62.99	$ 116.52	$ 21.54	$ 201.05
Andrew Kaner	Electrical Engineer	$ 55.90	$ 103.42	$ 19.12	$ 178.44
Larry Travis	Electrical Engineer	$ 48.26	$ 89.28	$ 16.50	$ 154.04
Jacob Porter	Electrical Engineer, Jr.	$ 52.89	$ 97.84	$ 18.09	$ 168.82
Alyson Randall	Electrical Engineer, Jr.	$ 41.26	$ 76.33	$ 14.11	$ 131.70
Andy Hoyt	Electrical Engineer, Jr.	$ 40.00	$ 73.99	$ 13.68	$ 127.67
Chris Work	HVAC/Plumbing Engineer, Sr.	$ 80.00	$ 148.00	$ 27.36	$ 255.36
Nicolas Betancur	Geotechnical Engineer, Sr.	$ 79.94	$ 147.88	$ 27.34	$ 255.16
Ryan Lavorati	Geotechnical Engineer	$ 60.82	$ 112.52	$ 20.80	$ 194.14
Nicholas Dempsey	Geotechnical Engineer	$ 58.20	$ 107.67	$ 19.90	$ 185.77
Robert Manson	Geotechnical Engineer, Jr.	$ 44.62	$ 82.54	$ 15.26	$ 142.42
Cate Russell	Environmental Engineer, Sr.	$ 78.50	$ 145.22	$ 26.85	$ 250.57
Brett Battaglia	Environmental Engineer, Sr.	$ 58.95	$ 109.06	$ 20.16	$ 188.17
Krista Matatt	Environmental Engineer	$ 47.75	$ 88.34	$ 16.33	$ 152.42
Julie Gifford	Environmental Engineer	$ 40.04	$ 74.07	$ 13.69	$ 127.80
Katie Perry	Environmental Engineer, Jr.	$ 39.28	$ 72.67	$ 13.43	$ 125.38
Abagail Megna	Environmental Engineer, Jr.	$ 34.32	$ 63.49	$ 11.74	$ 109.55
Tyler Riendeau	Environmental Engineer, Jr.	$ 31.60	$ 58.47	$ 10.81	$ 100.88
Nate Ossit	Environmental Engineer, Jr.	$ 30.12	$ 55.72	$ 10.30	$ 96.14
Steve Seymour	Wetland Scientist, Sr.	$ 77.96	$ 144.22	$ 26.66	$ 248.84
Scott Jones	Wetland Scientist	$ 57.41	$ 106.21	$ 19.63	$ 183.25
Kimberly Smith	Section 106, Sr.	$ 80.00	$ 148.00	$ 27.36	$ 255.36
Jeanne Barnes	Section 106, Sr.	$ 71.46	$ 132.19	$ 24.44	$ 228.09
Leonard Gitelman	Construction Administration and Inspection, Sr.	$ 64.25	$ 118.86	$ 21.97	$ 205.08

Heather R. Foster

October 26, 2023

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Courtney Arnold	Project Coordinator	$ 35.20	$ 65.12	$ 12.04	$ 112.36
Lata Bhatia	Project Accountant	$ 49.34	$ 91.27	$ 16.87	$ 157.48
David Carani	Water Quality Regulatory Support	$ 80.00	$ 148.00	$ 27.36	$ 255.36
Richard Isleib	Sr. Water Quality Modeler	$ 80.00	$ 148.00	$ 27.36	$ 255.36
Mikayla Reichard	Water Quality Modeler	$ 46.15	$ 85.37	$ 15.78	$ 147.30
Djibrilla Rapant	Water Quality Modeler	$ 50.12	$ 92.71	$ 17.14	$ 159.97
Jeffrey Chandler	Mechanical Process Engineer	$ 70.60	$ 130.61	$ 24.14	$ 225.35
Peta Fifield	Water Resources EIT	$ 35.66	$ 65.97	$ 12.20	$ 113.83
Hannah Hedinger	Environmental Scientist I	$ 30.76	$ 56.90	$ 10.52	$ 98.18
Alexandra Lem	HVAC/Plumbing Engineer	$ 56.67	$ 104.84	$ 19.38	$ 180.89
Donald Pereira	Senior Fisheries Biologist	$ 70.46	$ 130.34	$ 24.10	$ 224.90
Wayne Malachin	Senior CADD/BIM Designer	$ 52.80	$ 97.68	$ 18.06	$ 168.54
Christopher Stratton	CADD/BIM Designer	$ 38.53	$ 71.29	$ 13.18	$ 123.00

Heather R. Foster

October 26, 2023

Required Contract[1] Terms for Programs Funded by ARPA SFRF

Pertaining to Design Professional Services:

Introduction to the Contract Checklist
All contracts for the procurement of goods and services that are funded using American Rescue Plan Act Coronavirus State and Local Fiscal Recovery Fund (ARPA SLFRF) dollars must meet certain requirements prescribed by the federal government. These requirements are detailed in the New Hampshire ARPA SLFRF award agreement and the Uniform Guidance (2 CFR 200). **This is not an exhaustive list of all possible federal contracting requirements that might apply to an ARPA SLFRF program and is not inclusive of State contracting requirements that apply generally**. Further, this list applies only to ARPA SLFRF and is not reliable for any other federally funded program.

This contract checklist is intended to support state agencies procuring contracts with APRA SFRF funds in drafting contract language that is compliant with the applicable rules and regulations for the federal grant award. Not all requirements contained herein are applicable to all projects, however, it is recommended that those requirements that are applicable are called out explicitly in any contract terms.

This checklist is broken up into the sections outlined below. All requirements up to the value of the contract procured will apply to a given contract. For example, if a procured contract value is $110,000, the contract terms for ALL contracts, contracts greater than $10,000, $25,000 and $100,000 are applicable.

Note that the following commonly required federal rules and regulations are explicitly **NOT** applicable to SFRF grant awards and therefore do not need to be included.

(1) Buy America Act (SLFRF Final Rule FAQ 6.18)
(2) National Environmental Policy Act (NEPA) (SLFRF Final Rule FAQ 6.3)

[1] This guidance pertains to contracts as defined by 2 CFR 200.1: "Contract means, for the purposes of federal financial assistance, a legal instrument by which a recipient or subrecipient purchases property or services needed to carry out the project or program under a federal award."

(3) Davis-Bacon Act (SLFRF Final Rule FAQ 6.15) (See below)

The Davis-Bacon Act does not apply to SLFRF in general. However, for:

- **Infrastructure projects (EC 5.1 – 5.21) with adopted budgets over $10,000,000 ($10 Million)**
- **Projects in EC 1.1 though EC 3.5 with capital expenditures over $10,000,000 ($10 Million)**

Recipients must provide additional information regarding wages and labor standards. The specific information required is detailed in **Treasury's *SLFRF Compliance and Reporting Guidance* (3)(k)(1) at page 31:**

a. A recipient may provide a certification that, for the relevant project, all laborers and mechanics employed by contractors and subcontractors in the performance of such project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the contract work in the civil subdivision of the State (or the District of Columbia) in which the work is to be performed, or by the appropriate State entity pursuant to a corollary State prevailing-wage-in-construction law (commonly known as "baby Davis-Bacon Acts"). If such certification is not provided, a recipient must provide a project employment and local impact report detailing:
   - The number of employees of contractors and sub-contractors working on the project;
   - The number of employees on the project hired directly and hired through a third party;
   - The wages and benefits of workers on the project by classification; and
   - Whether those wages are at rates less than those prevailing.

Recipients must maintain sufficient records to substantiate this information upon request.

b. A recipient may provide a certification that a project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the recipient does not provide such certification, the recipient must provide a project workforce continuity plan, detailing:
   - How the recipient will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project, including a description of any required professional certifications and/or in-house training;
   - How the recipient will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project;
   - How the recipient will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities, including descriptions of safety training, certification, and/or licensure requirements for all relevant workers (e.g., OSHA 10, OSHA 30);
   - Whether workers on the project will receive wages and benefits that will secure an appropriately skilled workforce in the context of the local or regional labor market; and
   - Whether the project has completed a project labor agreement.

c. Whether the project prioritizes local hires.

d. Whether the project has a Community Benefit Agreement, with a description of any such agreement.

If you have any questions about whether or not your SFRF-funded contract is compliant, please do not hesitate to contact GOFERR or your agency's Guidehouse point of contact.

I. Contract Provisions for ALL Contracts		
	Required Contract Provision	**Explanation**
☐	**General compliance with all applicable state and federal rules and regulations**	Refer to PART 4 CONSULTANT'S BASIC SERVICES, paragraph C
☐	**Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards** 2 C.F.R. Part 200	The Contractor agrees to comply with all requirements applicable to contracts issued under the federal grant award as set forth by the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR 200, other than such provisions as the federal administrative authority (Treasury) may determine are inapplicable to this award or the extent to which the award may be subject to such exceptions.
☐	**Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms** 2 CFR 200.321	(a) The Contractor must take all necessary affirmative steps to ensure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include: 1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists; 2. Ensuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources; 3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises; 4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business and women's business enterprises. 5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and 6. Requiring subcontractors to take the affirmative steps listed in paragraphs (b)(1) through (5) above.

I. Contract Provisions for ALL Contracts		
	Required Contract Provision	**Explanation**
☐	**Domestic Preference for Procurement** 2 CFR 200.322	The Contractor shall, to the greatest extent practicable and as applicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products) as prescribed by 2 CFR 200.322. For the purposes of this requirement, "produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States, and "manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
☐	**Procurement of Recovered Materials** 2 CFR 200.323	The Contractor agrees to comply with the requirements of Section 6002 of the Solid Waste Disposal Act, as prescribed by 2 CFR 200.323, including procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
☐	**Prohibition on Certain Telecommunications and Video Surveillance Equipment** 2 CFR 200.216	The Contractor shall adhere to the requirements of 2 CFR 200.216 regarding certain telecommunications and video surveillance equipment. The Contractor is prohibited from procuring, obtaining, or extending, renewing, or entering into a contract that involves equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

I. Contract Provisions for ALL Contracts		
	Required Contract Provision	**Explanation**
☐	**Universal Identifier and System for Award Management (SAM)** Project and Expenditure Report User Guide, p.4, April, 2023. *It is the responsibility of the agency administering the contract to ensure that any contractor receiving federal funds is registered in SAM.gov and has a UEI **prior** to entering into an award agreement.*	The Contractor agrees to maintain active registration in the System for Award Management (SAM) throughout the term of this contract, and to provide evidence of active registration and assignment of a Universal Entity Identifier (UEI) to the State as requested.
☐	**Prohibition on Discrimination on the Basis of Race, Color, and National Origin** Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.), 31 C.F.R. Part 22	Per Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.), contractors are prohibited from discrimination on the basis of race, color, and national origin in programs and activities receiving federal financial assistance.
☐	**Prohibition on Discrimination against Persons with Disabilities** Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) and Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.)	Contractors shall not discriminate against individuals with disabilities and shall provide goods and services in a manner that is accessible to and usable by individuals with disabilities, in compliance with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), and its implementing regulations, and Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.)
☐	**Protections for Whistleblowers** 41 U.S.C. § 4712	In accordance with 41 USC 4712, an employee of a contractor, subcontractor, grantee, or subgrantee, or personal services contractor may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or entity listed below information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to

I. Contract Provisions for ALL Contracts		
	Required Contract Provision	**Explanation**
		a federal contract or grant, a substantial or specific danger to public health or safety, or a violation of law, rule, or other regulation related to a federal contract (including the competition or negotiation of a contract) or grant. The list of persons and entities referenced in the paragraph above includes the following: A member of Congress or a representative of a committee of Congress; An Inspector General; The Government Accountability Office; A Treasury employee responsible for contract or grant oversight or management; An authorized official of the US Department of Justice or other law enforcement agency; A court or grand jury; or A management official or employee of the State, subrecipient, contractor, subcontractor who has the responsibility to investigate, discover, or address misconduct. The Contractor and all subcontractors shall inform their employees in writing of the rights and remedies provided in 41 USC 4712 in the predominant native language of the workforce.
☐	**Generally Applicable Environmental Laws and Regulations**	The Contractor must comply with all generally applicable environmental laws and regulations unless explicitly exempt under the U.S. Department of Treasury's SLFRF Final Rule, supplemental guidance, or the terms and conditions of this agreement or the prime agreement between Treasury and the State. The Contractor will include this clause in all subcontracts and will ensure subcontractor compliance with these terms.
☐	**Increasing Seat Belt Use in the United States** Executive Order 13043, 62 FR 19217 (Apr. 18, 1997)	The Contractor is encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

I. Contract Provisions for ALL Contracts		
	Required Contract Provision	**Explanation**
☐	**Reducing Text Messaging While Driving** Executive Order 13513, 74 FR 51225 (Oct. 6, 2009)	The Contractor is encouraged to adopt and enforce policies that ban text messaging while driving and to establish workplace policies to decrease accidents caused by distracted drivers.

II. Contract Provisions for Contracts >$10,000		
	Required Contract Provision	**Explanation**
☐	**Termination For Cause and For Convenience**	*See PART 7 TERMINATION OF AGREEMENT.*

III. Contract Provisions for Contracts >$25,000		
	Required Contract Provision	**Explanation**
☐	**Debarment and Suspension** 2 CFR 180.220, Executive Orders 12549 and 12689 *It is the responsibility of the agency administering the contract to perform a debarment and suspension check on all potential contractors **prior** to the execution of any contract or agreement.*	In accordance with 2 CFR 180.220, to the best of the Contractor's knowledge, the Contractor is not debarred, suspended, excluded, disqualified, or otherwise ineligible from participations in covered transactions as defined by 2 CFR 180. Should the Contractor become debarred, suspended, excluded, disqualified, or otherwise ineligible at any point during their contract term, the Contractor is responsible for notifying the State.

IV. Contract Provisions for Contracts >$100,000		
	Required Contract Provision	**Explanation**
☐	**Byrd Anti-Lobbying Amendment** 31 U.S.C. 1352, 31 CFR Part 21	Contractors that apply or bid for an award exceeding $100,000 must file the required certification (Appendix I.A). Each tier certifies to the tier about that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 USC 1253. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Contractors shall comply with the provisions of 31 C.F.R. Part 21, which governs the lobbying activities of recipients of federal contracts, grants, and loans. Contractors shall disclose all lobbying activities related to the award of the contract and shall ensure that any subcontractors also comply with the regulation's requirements.

V. Contract Provisions for Contracts >$150,000		
	Required Contract Provision	**Explanation**
☐	**Clear Air Act and Federal Water Pollution Control Act** (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended	The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and to take any necessary actions to ensure compliance. The Contractor shall promptly notify the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA) of any violation of these standards, orders, or regulations.

VI. Contract Provisions for Contracts >$250,000		
	Required Contract Provision	**Explanation**
☐	**Administrative, Contractual, or Legal Remedies to Contract Violations** 41 U.S.C. 1908	*[These terms are contained in the general provisions of Form P37. If your agency is NOT using the P37, contact GOFERR for guidance on which specific provisions must be incorporated into your contracts]*

APPENDIX I: Certification Regarding Lobbying

CONTRACT AGREEMENT EXHIBIT ___
Lobbying

The Contractor identified in Section 1.3[2] of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Grantee's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

CERTIFICATION REGARDING LOBBYING

Program: Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") established by the American Rescue Plan Act of 2021 ("ARPA")

Contract Period:

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with:

a. the awarding of any federal contract.
b. the making of any federal grant.
c. the making of any federal loan.
d. the entering into of any cooperative agreement.
e. the extension, continuation, renewal amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-Grantee), the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.

(3) The undersigned shall require that the language of this certification be included in the award document for sub-contracts subcontractors shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or

[2] If not using a standard P37 contract form, substitute the section that identifies the contractor in your contract.

entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Heather H. Ivester	Area Manager, Vice President
Grantee Representative Signature	Grantee's Representative Title
Heather H. Ivester	October 26, 2023
Grantee Name	Date

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that HDR ENGINEERING, INC. is a Nebraska Profit Corporation registered to transact business in New Hampshire on June 17, 1985. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **84977**

Certificate Number: **0006334809**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 17th day of October A.D. 2023.

David M. Scanlan

Secretary of State

Certificate of Authority # 1 *(Corporation, Non-Profit Corporation)*

Corporate Resolution

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

a meeting of the Board of Directors/shareholders, duly called and held on January 1, 20 22
by Consent and Agreement
~~at which a quorum of the Directors/shareholders were present and voting~~.

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

duly authorized to enter into contracts or agreements on behalf of

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

its agencies or departments and further is authorized to execute any documents

which may in his/her judgment be desirable or necessary to effect the purpose of

this vote.

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

DATED: 10.10.2023 **ATTEST:** Elizabeth C Buell
(Name & Title)
Elizabeth C. Buell, Assistant Secretary

HDR ENGINEERING, INC. ★ NEBRASKA CORPORATION ★ CORPORATE SEAL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/31/2023

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

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

PRODUCER
Willis Towers Watson Midwest, Inc.
c/o 26 Century Blvd
P.O. Box 305191
Nashville, TN 372305191 USA

CONTACT NAME: Willis Towers Watson Certificate Center
PHONE (A/C, No, Ext): 1-877-945-7378 **FAX (A/C, No):** 1-888-467-2378
E-MAIL ADDRESS: certificates@willis.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Liberty Mutual Fire Insurance Company	23035
INSURER B: Ohio Casualty Insurance Company	24074
INSURER C: Liberty Insurance Corporation	42404
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
HDR Architecture, Inc.
1917 South 67th Street
Omaha, NE 68106

COVERAGES **CERTIFICATE NUMBER:** W29131722 **REVISION NUMBER:**

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

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

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

CERTIFICATE HOLDER

State of New Hampshire
Attn: Department of Public Works
7 Hazen Dr, Room 250
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

AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

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

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Project: 81196R YDC Replacement Facility.

SR ID: 24212123 BATCH: 2995578 CERT: W29131722

CERTIFICATE OF LIABILITY INSURANCE

6/1/2024

DATE (MM/DD/YYYY) 10/19/2023

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

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

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED 1016040 HDR ENGINEERING, INC. 1917 SOUTH 67TH STREET OMAHA NE 68106	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Lloyd's of London INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES * **CERTIFICATE NUMBER:** 20002303 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:			NOT APPLICABLE			EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX $
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			NOT APPLICABLE			EACH OCCURRENCE AGGREGATE $	$ XXXXXXX $ XXXXXXX $ XXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) Y / N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		NOT APPLICABLE			PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ XXXXXXX $ XXXXXXX $ XXXXXXX
A	ARCH & ENG PROFESSIONAL LIABILITY	N	N	P001412300	6/1/2023	6/1/2024	PER CLAIM: $2,000,000 AGGREGATE: $2,000,000.	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: PROJECT NUMBER 81277R CONTRACT A - ARPA FISH HATCHERY MODERNIZATION.

CERTIFICATE HOLDER

20002303
NEW HAMPSHIRE DEPARTMENT
OF ADMINISTRATIVE SERVICES
25 CAPITOL STREET RM 111
CONCORD NH 03301

CANCELLATION See Attachment

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

AUTHORIZED REPRESENTATIVE

Joseph M Agnello