



The State of New Hampshire
Department of Environmental Services

Robert R. Scott, Commissioner



CSG

56

December 4, 2023

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

REQUESTED ACTION

Authorize the Department of Environmental Services (NHDES) to (1) enter into an agreement with Michels Construction, Inc., Brownsville, WI (VC# 479659- B001) in the amount of \$5,993,190 for construction services for the rehabilitation of Goose Pond Dam in Canaan, NH (NH Dam No. D036001), and (2) further authorize a contingency in the amount of \$500,000 for unanticipated construction expenses, bringing the total to \$6,493,190, effective upon Governor and Council approval through October 31, 2025. Funding is 92.3% American Rescue Plan Act (ARPA) Funds and 7.7% Capital (General) Funds. This is an allowable use of ARP FRF funds under Section 602 (c)(1)(D) to make necessary investments in general government services.

Funding is available in the accounts as follows:

03-44-44-440010-2657-102-500731 FY 2024
\$5,993,190
Dept. of Environmental Services, ARPA DES Loans, Contracts for Program Service
Activity Code: 00FRF602GS4402B

03-44-44-440030-9309-034-500161 \$ 500,000
Dept. of Environmental Services, L21, 107:1:V-2, Dam Repairs & Reconstruction, Capital Projects

EXPLANATION

Approval of this contract will authorize the rehabilitation of the Goose Pond Dam in Canaan, a High Hazard dam with significant documented seepage issues and deterioration of the outlet structure, to meet current dam safety regulations. Planned improvements to the dam include flattening the downstream slope, updating and improving the seepage collection system along the downstream toe of the dam, installing relief wells along the toe of the dam, installing an underdrain system below a new spillway apron, installing a cutoff sheetpile wall, installing a new concrete bridge over the spillway to accommodate vehicular traffic, replacing three non-operational wooden gates with one stainless steel gate, rehabilitating the concrete spillway, repairing existing concrete, and constructing other modifications to improve operating conditions. Failure of the dam would result in extensive flooding through Canaan, Enfield and Lebanon, New Hampshire. There would be a likely loss of life, flooding of potentially 100+ structures

and/or residences, flooding of the access road (Royal Road) to the Mascoma Valley Regional High School, and loss of the Goose Pond impoundment, an important water resource for local towns and the state. The design team for the dam replacement was led by engineering firm of Gannett Fleming. Gannett Fleming was also contracted by NHDES to provide construction oversight services and assisted NHDES during the bidding process.

A Request for Bids was prepared and advertised on the State of New Hampshire Department of Administrative Services Purchase and Property website and distributed to construction contractors with dam experience throughout the region by email. Gannett Fleming and NHDES requested that interested contractors attend a Pre-Bid Meeting at the Goose Pond Dam site on October 4, 2023, at which time further instruction was provided for the bidding process. Bidders were required to provide a Statement of Qualifications including Corporate Qualifications, a List of Prequalification Projects with References, a List of Proposed Subcontractors and Suppliers, and a Proposed Schedule for Project Completion.

NHDES received two bid packages. Bids were delivered to NHDES by October 25, 2023, and opened publicly that afternoon. Gannett Fleming reviewed the bid packages and deemed the two submitting contractors to be qualified to complete the project, and also confirmed that both firms were represented at the Pre-Bid Meeting. Contractor selection was made based upon low bid and contractors were notified of the decision on November 3, 2023.

<u>Firm Name</u>	<u>Basis of Award</u>
Michels Construction, Inc., Brownsville, WI	\$5,993,190
Kingsbury Companies LLC, Middlesex, VT	\$7,111,480

As a result of the low bid and due diligence to confirm the qualifications and capabilities of the respondents, we recommend awarding the contract to Michels Construction, Inc. This firm has satisfactorily completed similar dam related projects that include significant water control, concrete work, earthwork stabilization, and gate installation in New England within the last five years, and has the resources necessary to complete the project design accordance with all regulatory permit conditions. An amount of \$500,000 was added to provide a Reserve Contingency Fund to be used to fund necessary, but unexpected conditions, through NHDES-approved change orders that may be issued under the terms of this agreement and which add to the scope of work.

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

We respectfully request your approval.


Robert R. Scott, Commissioner


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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Environmental Services		1.2 State Agency Address 29 Hazen Drive - PO Box 95 Concord, NH 03302-0095	
1.3 Contractor Name Michels Construction, Inc.		1.4 Contractor Address 817 West Main Street Brownsville, WI 53006	
1.5 Contractor Phone Number (902) 583-3132	1.6 Account Unit and Class 03-44-44-440030-9309-034-500161 03-44-44-440010-2657-102-500731	1.7 Completion Date 10/31/2025	1.8 Price Limitation \$6,493,190.00
1.9 Contracting Officer for State Agency Corey J. Clark, PE, Chief Engineer, Dam Bureau		1.10 State Agency Telephone Number (603) 271-1961	
1.11 Contractor Signature  Date: 11/14/23		1.12 Name and Title of Contractor Signatory Eric Justman President	
1.13 State Agency Signature  Date: 12/15/23		1.14 Name and Title of State Agency Signatory Robert R. Scott Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 12/18/23			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

8. EVENT OF DEFAULT/REMEDIES.

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

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

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

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

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

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

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

9. TERMINATION.

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

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

10. PROPERTY OWNERSHIP/DISCLOSURE.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

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

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

EXHIBIT A

SPECIAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

For purposes of this section:

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

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT:

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

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

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

All Clean Water and Drinking Water infrastructure projects:

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

For water and sewer projects:

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

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

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

EXHIBIT B

SERVICES

Construction for the Goose Pond Dam Improvements Project (NHDES Dam No. D036001) as designed and specified by Gannett Fleming.

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

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

1. Flattening the downstream slope;
2. Updating and improving the seepage collection system along the downstream toe of the dam;
3. Installing relief wells along the toe of the dam;
4. Installing an underdrain system below the new spillway apron and a sheetpile wall;
5. Installing a retaining wall;
6. Installing a wider concrete bridge to accommodate vehicular traffic;
7. Lining the existing spillway with concrete;
8. Repairing existing concrete; and
9. Constructing other modifications to improve operating conditions.

The Project Manual issued in September 2023 and Addendums No. 1 (dated October 16, 2023), No. 2 (dated October 18, 2023) and No. 3 (dated October 19, 2023) are incorporated as part of Exhibit B by reference. The Project Manual cover and table of contents and Addendums 1-3 cover sheets are attached.

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**Goose Pond Dam Improvements Project
Canaan, NH**

ADDENDUM NO. 1

To: All Prospective Bidders
Goose Pond Dam Improvements Project Location: Canaan, NH

From: Charlie Krautmann - NHDES
Nathan Clymer – Gannett Fleming

Re: **Addendum No. 1**

Date: October 16, 2023

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

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

Please note bids are due **Wednesday, October 25, 2023 at 2:00 PM (EST)**. Hard copy bids may be received as stipulated in the Contract Documents.

This Addendum has been issued to address clarifications in the Contract Specifications as well as address Prospective Contractor Questions after the October 4, 2023 Pre-Bid Meeting:

Item #1: October 4, 2023 Pre-Bid Meeting - Attendance List

Refer to **Attachment A** for a list of the Contractor's in attendance at the October 4, 2023 Pre-Bid Meeting.

Item #2: October 4, 2023 Pre-Bid Meeting – Meeting Minutes and Onsite Questions & Responses

Refer to **Attachment B** for the meeting minutes from the October 4, 2023 Pre-Bid Meeting as well as questions that were asked and associated responses.

ATTACHMENT A

October 4, 2023 Pre-Bid
Meeting Contractor's
Attendance List

Contractor Initials ET
Date 11/14

ATTACHMENT B

October 4, 2023 Pre-Bid
Meeting Minutes and
Onsite Questions &
Responses

The concrete core wall is along the upstream face of the dam. Portions of the upstream side of the core wall are exposed, while others are buttressed by riprap at a 2.5H:1V slope along the upstream face. Behind the core wall is a grassed earthen embankment along the downstream face at an approximate 2.3H:1V slope, though it varies somewhat along its length. There are plastic and corrugated metal drain pipes along the right embankment toe, and a vitrified clay drain pipe along the left embankment toe, with four clean-out basins/manholes along its length.

Based on the as-built drawings and a NHDES Operations and Maintenance (O&M) Plan, the dam's spillway is a one-of-a-kind, concrete drop box structure. The outlet of the structure is described as an Ambursen-type rectangular concrete weir, with a 46-foot effective spillway length. Once spilling over the weir, flow is allowed on top of the 10' x 10' concrete box culvert, using it as an apron in a rectangular concrete section, travelling approximately 50 feet to the downstream toe of the dam. Below the spillway weir, the 10' x 10' concrete box culvert is controlled by two (2) 4' x 4' gates at the approximate invert elevation of the culvert. The gate sill is approximately 29.5 feet below the top of the dam. There are also three (3) stanchion bays which contain 3'10"-wide custom gates on the north face of the outlet structure. The invert of these gates are at a slightly higher elevation than the invert of the 4' x 4' gates.

TECHNICAL DESCRIPTION OF THE WORK / SEQUENCE

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

Nathan and Joanna discussed the scope of the project.

Pre-Construction

Reservoir drawdown maintaining throughout construction period prior to beginning of refill in January 2025. Installation of Initial Erosion Control Facilities, Temporary Work and Care of Water

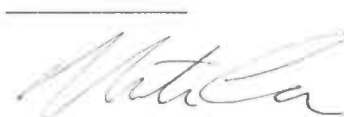
- Erosion and sediment controls, flagging/fencing of protected areas
- Construction access roads, parking areas, and laydown areas (right side)
- Phased diversion of water, including temporary reservoir/stream cofferdams and temporary bypass piping

Spillway Walls / Slabs, Box Culvert Repairs, Outlet Works, and Channel Construction

- Sheet pile cutoff at concrete spillway structure
- Concrete spillway structure training wall buttresses, training wall extensions, concrete struts, and concrete slab
- Existing spillway structure culvert concrete lining installation
- Remove wooden operating platform and installation of FRP grating and gate operator supports
- New sluice gate stem and stem guide replacements
- Stoplog bay concrete closure and new slide gate with appurtenances.
- Flashboard removal with new concrete control weir
- Common excavation, dewatering excavations, foundation preparation and underdrain system for spillway slab
- Slush grouted riprap downstream channel

6. Q: Will seepage modeling related downstream instrumentation monitoring be made available?
A: Information will be made available after written bidder request.
7. Q: Will survey layout be performed by others prior to NTP delineating wetlands?
A: No, although it will be included in the CAD files pending execution of the release form. Control points and benchmarks will be provided by the RPR per Specification 01722.
8. Q: Are any threatened and / or endangered species surveys required?
A: No
9. Q: Will CAD files be released for contractor use?
A: Yes, pending execution of electronic release form.
10. Q: How long will the reservoir pool drawdown take?
A: No more than 6-12-inches per day will be released for achieving reservoir pool drawdown requirement. Drawdown will be performed by NHDES. Assume two months (22-23.5') to achieve temporary construction pool as part of contract drawdown requirement.
11. Q: What is the cutoff date for questions
A: Seven (7) days prior to the bid opening date, October 25, 2023.
12. Q: When will the results of the bid be provided?
A: Bid opening will occur at the NHDES lobby area on October 25, from 2:30 to 3 pm.
13. Q: Could you provide the name of the instrumentation firm that the Department currently uses at the site?
A: NHDES installed and monitors all the current equipment at the site.
14. Q: Would it be possible to push the bid date back a week to allow subcontractors and vendors adequate to provide pricing?
A: At this time NHDES is not inclined to grant an extension, bids are due by October 25th at 2:00pm.

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



NATHAN CLYMER

cc: Attendees

- Item #4: Will an on-site survey for threatened/endangered species be performed by the Owner? What is the Contractor to do if an unknown threatened/endangered species is encountered during the work?**

Response: First part of question: No. Second part of question: Notify NHDES and construction engineer authorized agent.
- Item #5: Will the owner be able to provide a plan holder's list for this project?**

Response: Yes.
- Item #6: For how long will a full drawdown be permitted?**

Response: Based on RPR's tentative schedule, NHDES is hoping to start refilling the pond at the beginning of 2025 (January) but this will be subject to the contractor's proposed schedule. The contractor will be subject to the substantial completion date of May 1, 2025.
- Item #7: Referring to spec section 01200 bid item 8a, stripping and stockpiling of topsoil; please verify that all of the topsoil in this bid item is to be stockpiled and reused.**

Response: Correct, however in-situ topsoil stockpile sampling and analysis to be performed with supplemental treatment would be required depending on lab testing data outcomes.
- Item #8: Referring to spec section 01200 bid item 6, clearing and grubbing; please verify if stripping of existing topsoil will be paid under this item.**

Response: Spec section 12100, bid item 8a, excavation summary.
- Item #9: Referring to Drawing No. S2, the Typical Base Slab/Wall Construction Joint Detail calls out a 6" PVC waterstop; however, in Drawing No. S5 Sections C, D, and E uses the 9" PVC waterstop symbol. Please confirm which waterstop shall be used.**

Response: Drawing No. S2 illustrates a typical base slab / wall construction joint detail, however different types of waterstop vary throughout drawing set as called out. See drawing S2 right hand side 9" ribbed center bulb, 6" ribbed and 6" retrofit waterstop details for any corresponding drawing sheet depiction for waterstop.
- Item #10: Referring to drawing C15, please verify which item the pedestrian ramp and geocell will be paid under.**

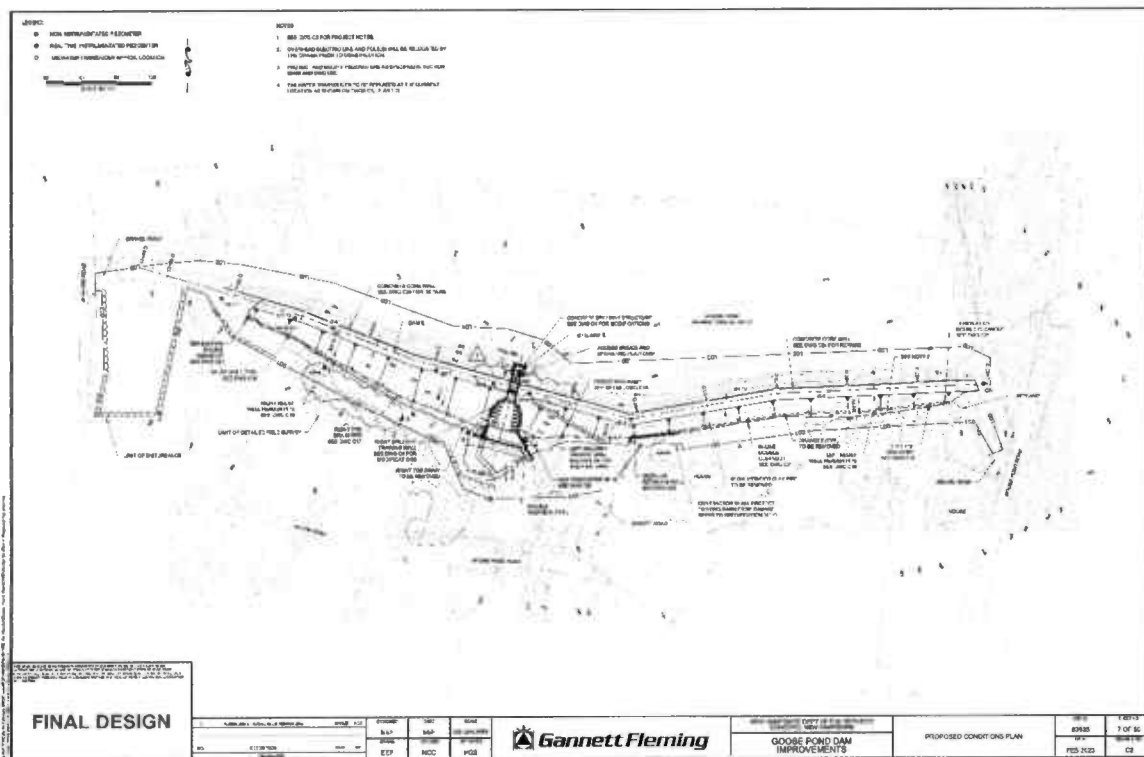
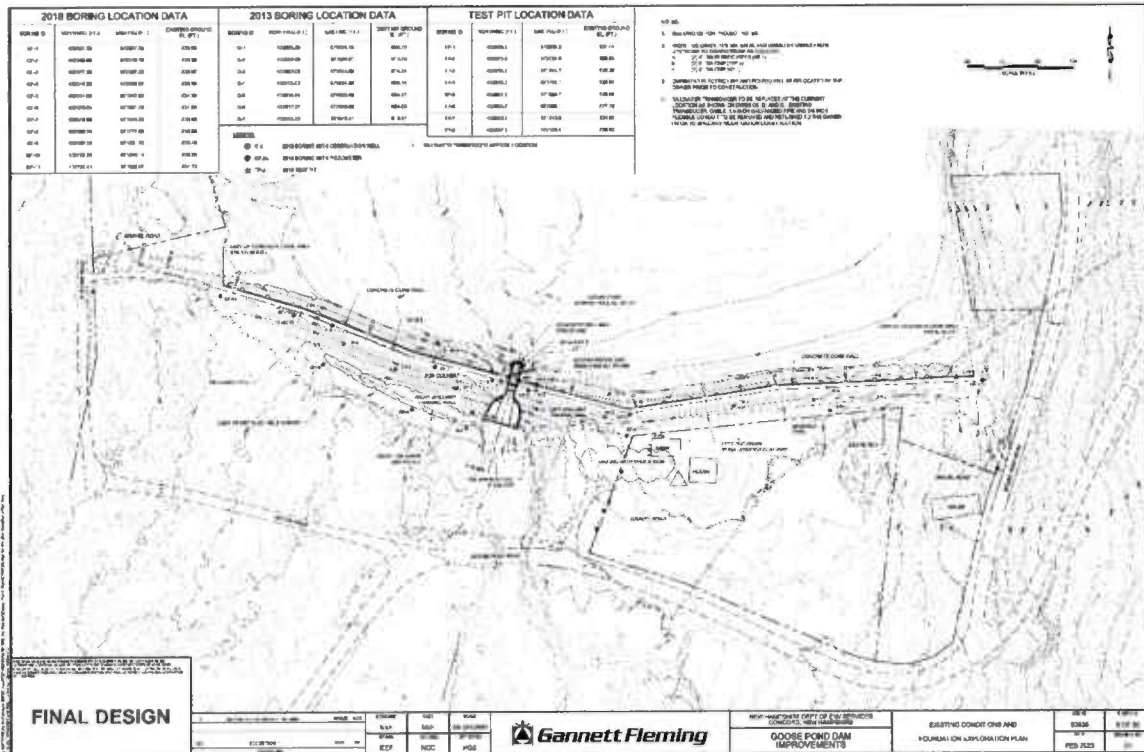
Response: Item 5, Erosion & Sediment Control.
- Item #11: Referring to drawing C15, please verify which item the aggregates for the pedestrian ramp will be paid under.**

Response: Crushed stone (Fine) will be paid under Item 5, Erosion & Sediment Control.
- Item #12: Referring to drawing C15, please clarify if geocells are required for general fill items including topsoil, approved fill, fine drainfill, coarse drainfill etc.**

Response: No. Required only at pedestrian ramps as delineated on drawings.
- Item #13: Referring to Drawing No. C4, please verify which Reinforced Concrete bid item the 14"x14" concrete struts will be paid under.**

Response: See spec Section 012100, bid item 13b summary.
- Item #14: Referring to Drawing No. C23, please verify that the boulder façade will be paid under Bid Item 21, Retaining Wall.**

- **Item #21: Referring to Drawing No. C15, please clarify which Geocell to use for the Pedestrian Ramp.**
Response: No specific manufacturer is required. Contractor shall submit shop drawings showing preferred geocell for owner approval.
- **Item #22: Referring to Drawing ES1, please clarify what detail to use for Temporary Timber Mats**
Response: A timber mat detail has been added to sheet ES4.
- **Item #23: Referring to bid item 01200-9a, please clarify the limits of existing topsoil stripping.**
Response: See sheet C3, Note 5.
- **Item #24: Referring to bid item 01200-9a, is the general contractor required to strip and stockpile 1' of topsoil within the excavation limits only?**
Response: Topsoil shall be stripped to its full depth in all areas where proposed grading is to occur and as indicated on sheet C3, Note 5.
- **Item #25: Can the quantity workups and calculations for the estimated bid quantities be provided?**
Response: See bid package specifications "contractor bid sheet", 2023 price level, goose pond dam improvements.
- **Item #26: Can the CAD files used to determine quantity workups be provided to the bidders?**
Response: No. See bid package specifications "contractor bid sheet", 2023 price level, goose pond dam improvements.
- **Item #27: There is an electrical pole located towards the East end of the Limits of disturbance and seems to be within the excavation limits. Please verify who will be responsible for relocating this pole during the construction phase.**
Response: NHDES is responsible for relocation of the utility pole and is coordinating with NH Electric Co-op.
- **Item #28: Is there lead paint present on any of the existing pedestrian walkway steel or stop log support beam steel to be removed?**
Response: It is unknown if there is lead paint on these items.
- **Item #29: Is the contractor responsible for locating the wetlands and surface water boundaries?**
Response: Those have already been located and will be included in the CAD files upon execution of electronic release form with RPR.
- **Item #30: On the west side of the Barn next to the existing wooden fence, there is a guardrail with a "Goose Pond Dam" Sign. Will the contractor be required to store and reset this guardrail and if so, what item is it paid under?**
Response: This shall be removed. The sign should be salvaged for NH DES use. Drawing C1 has been updated with this information.
- **Item #31: Referring to Drawings No. ES1 and ES4, please specify spacing of Rock Filters near the spillway, or update detail on top left corner of ES4.**
Response: There are only two rock filters as indicated on ES1 and ES4. There is no additional 'spacing' information needed.



SECTION 01330
SUBMITTAL PROCEDURES

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes: General procedures and requirements for submittals.
- B. Related Sections:
 - 1. Construction Progress Documentation: Section 01320
 - 2. Operation and Maintenance Manuals: Section 01730
 - 3. Electronic Communications: Section 01305

1.02 DEFINITIONS

- A. The term shop drawing used throughout this Section and the Contract Documents includes manufacturer's product data, shop drawings, samples, and certificates.
 - 1. Product Data: Manufacturer's descriptive literature, product specifications, performance and capacity rating schedules, published details, and installation instructions.
 - 2. Shop Drawings: Contractor or manufacturer prepared, completely dimensioned and annotated detail drawings of the products presented.
 - a. Shop drawings shall include locations of services connections, internal and external power and control wiring diagrams, systems connections, anchor bolt layout and details of materials and construction.
 - b. Shop drawings shall include mechanical information such as diameter of shafting, rated horsepower of motors, gear and bearing ratings, service factors and weights of principal parts as well as the completely assembled equipment.
 - c. Shop drawings shall include elevation views of control panels identifying face-mounted and internally mounted components.
 - d. Where specified, shop drawings shall include process and instrumentation diagrams employing Instrument Society of America symbols and nomenclature to identify control system function and components.
 - e. Shop drawings shall also include Contractor prepared layout and setting drawings as necessary to illustrate the assembly of various elements of the Work.
 - 3. Samples: Contractor or manufacturer prepared and delivered physical samples as requested in the various Specifications Sections.
 - 4. Certificates: Contractor or manufacturer prepared written instruments certifying product compliance with the Project Manual and Drawings. The written instruments shall include test records or reports, and such other types of certificates as required by the Specifications.

SPECIFICATION SECTION OR DRAWING	ARTICLE OR OTHER REFERENCE	DESCRIPTION	SUBMISSION DUE
01550	1.03.A	Pre-Construction Videotape Survey	Prior to work
01550	1.03.B	Site Management Organization Plan	Prior to work
01550	1.03.C	Roadway Stabilization Material Certifications	Prior to work
01550	1.03.D	Traffic Control Plan	Prior to work
01580	1.02.A	Layout and Design of Project Identification Sign	Prior to work
01660	1.04.A	Comprehensive Maintenance Program and Schedule	Prior to storing material and equipment
01660	1.05.A	Additional Storage Space Request (if required)	Prior to using off-site storage
01722	1.04.A.	Photo documentation of Preconstruction Condition	Prior to work
01730	1.02.A, C. and D.	Operating and Maintenance Manuals Covering all Equipment	6 weeks prior to beginning system performance evaluation
01789	1.02.A	Project Record Documents	At completion and before final payment
01812	1.02.A	Shop Drawings and Product Data	Prior to work
01812	1.02.B	Manufacturer's Installation Certificate	Prior to initial operation and mechanical performance tests
01812	1.03.A	Outline and Sequence of Proposed Testing Procedure	At least 14 days prior to proposed testing
02240	1.03.A	Dewatering Plan	Not less than 30 calendar days prior to planned start of Phase construction activities
02240	1.03.B	Emergency Operations Plan	Prior to work
02240	1.03.C	Drilling Logs and Well Construction Logs	Within 7 days of completion of drilling
02322	1.03.A	Plan of Excavation	Within 14 calendar days after Notice to Proceed
02322	1.04.H	Slope Stability Calculations	Prior to work if in opinion of Contractor steep slopes are required
02323	1.04.A	Plan of Operations	At least 30 calendar days prior to work

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Submittal Procedures
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SPECIFICATION SECTION OR DRAWING	ARTICLE OR OTHER REFERENCE	DESCRIPTION	SUBMISSION DUE
02630	1.03.C	Certificates	Prior to work
02680	1.07.B	Diversion of Water Plan	Initial plan – Prior to work. 45 days prior to the start of work that requires diversion of water activities addressed by each plan update.
02680	1.05.D	Temporary Flow Measurement Plan	At least 21 calendar days prior to start of decommissioning of outlet works
02821	1.04.A	Shop Drawings and Product Data for Chain Link Fence, Fence Barriers, and Gates	Prior to work
02821	1.04.B	Material Conformity Certificates	Prior to work
02821	1.04.C	Samples (if requested)	Prior to work
02921	1.03.A	Soil Analysis Test Reports	Prior to work
02921	1.03.B	Soil Supplement Product Certification	Prior to work
02921	1.03.C	Seed Certification	Prior to work
03100	1.03.A	Form Coating Product Data, Specification and Certification	Prior to work
03100	1.03.B	Form Ties Product Data, Specification and Two Samples	Prior to work
03200	1.04.A	Shop Drawings and Product Data	Prior to work
03200	1.04.B	Test Reports	Prior to work
03300	1.03.A	Product Data for Cast-in-Place Concrete Accessories	Prior to work
03300	1.03.B	Samples of Materials	As requested
03300	1.03.C	Aggregate Testing Reports for AAR	Prior to production of concrete
03300	1.03.D	Design Mix for Concrete	Prior to production of concrete
03300	1.03.E	Test Reports for Concrete	Following testing
03300	1.03.F	Certificates for Concrete	Prior to delivery
03300	1.03.G	Delivery Tickets	Upon request
03300	1.03.H	Schedule for Placing Concrete	A minimum of 10 days prior to placing concrete

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Submittal Procedures
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SPECIFICATION SECTION OR DRAWING	ARTICLE OR OTHER REFERENCE	DESCRIPTION	SUBMISSION DUE
07900	1.03.B	Samples of Each Specified Joint Sealer Material.	Prior to work
07900	1.03.C	Standard and Full Line Color Charts	Prior to work
09900	1.05.B	Product Data	Prior to work
09900	1.05.C	Quality Assurance/Control: Applicator Qualifications	Prior to work
09900	1.05.D.1	Certificates	Prior to work
09900	1.05.D.2	Maintenance Manual	Immediately following work
11282	1.04.A	Shop Drawings	Prior to work
11282	1.04.B	Installation Certificates	Immediately following work
11282	1.04.C	Operation and Maintenance Manuals	Immediately following work

1.04 SCHEDULE OF SUBMITTALS AND MATERIALS LIST

- A. **Schedule of Submittals:** Submit a progress schedule of submittals to the Engineer for approval in accordance with General Conditions Article 2.05 A within 30 calendar days after issuance of Notice to Proceed. Indicate in such schedule the proposed dates of submissions and the quantity for the various types of Work. Arrange submission dates in the proper sequence of the importance of the Work to the progress of construction.

1.05 CONSTRUCTION PROGRESS SCHEDULE

- A. Provide Critical Path Method Construction Schedule in accordance with Section 01320.

1.06 SUBMISSION OF SHOP DRAWINGS

- A. Submittals shall be processed and delivered electronically through the Engineer's web-based collaborative project management system software, as described in Specification Section 01305, Electronic Communications.
1. Samples and color selections shall be delivered by mail or courier to the Engineer for review. Make submissions to the mailing address of the Engineer.
 2. Final hard copies of O&M Manuals shall be delivered by mail or courier to the Engineer in accordance with Section 01730. Review copies shall be submitted electronically.

- d. Product identification.
 - e. Shop Drawing title, product, drawing number, revision number, date of drawing and revision.
 - f. Applicable Contract Drawings and Specification Section numbers.
 - g. Subcontractor's, vendor's, and/or manufacturer's name, address and phone number.
 - h. Contractor's certification statement.
2. Catalog Data: Furnish each separate catalog, brochure, or single page submitted with identification required above.
 - a. Catalogs or brochures submitted containing multiple items for approval need identification only on exterior. In this instance, identification to include page and catalog item numbers.
 3. Space: Provide vacant space approximately 3 inches high by 4 inches wide adjacent to identification data to receive Engineer's status stamp.
- E. Contractor's Responsibility:
1. Affix following signed Certification Statement to each Shop Drawing, working drawing, sample and catalog data submitted:
 - a. Certification Statement: "By this submittal, I hereby represent that I have determined and verified field measurements, field construction criteria, materials, dimensions, catalog numbers and similar data and I have checked and coordinated each item with Contract Drawings, Specifications, other applicable approved Shop Drawings and Contract requirements."
 2. Review and approval of Shop Drawings, Samples, or Catalog Data by Engineer will not relieve responsibility with regard to fulfillment of terms of Contract. Assume risk of error and omission with no responsibility by Engineer.
 3. No portion of work requiring a Shop Drawing, working drawing, sample, or catalog data allowed to be started nor materials be fabricated or installed prior to approval or qualified approval of item. Fabrication performed, materials purchased, or on-site construction accomplished that does not conform to approved Shop Drawings and data is at Contractor's risk. Owner will not be liable for expense or delay due to corrections or remedies required to accomplish conformity.
 4. Project work, materials, fabrication, and installation to conform with approved Shop Drawings, working Drawings, applicable Samples, and Catalog Data.

1.07 OPERATION AND MAINTENANCE MANUALS

- A. Furnish Operation and Maintenance Manuals in accordance with Section 01730 for specified equipment.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

NHDES Goose Pond Dam Rehabilitation 01330-9
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Submittal Procedures
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SHOP DRAWING STAMP FORMAT

ABC Contractors, Inc.
Anytown, PA

Project: Contract No. XXX
NHDES Goose Pond Dam Rehabilitation

Owner: New Hampshire Department of Environmental Services

Submittal No.: _____

Product: _____

Mfg. By: _____

Ref. Dwg/Spec: _____

"Certification Statement: By this submittal, I hereby represent that I have determined and verified all field measurements, field construction criteria, materials, dimensions, catalog numbers and similar data and I have checked and coordinated each item with the Contract Drawings, Specifications, other applicable approved Shop Drawings and all Contract requirements."

Contractors Review

Approved Approved as Noted

By _____ Date _____

NHDES Goose Pond Dam Rehabilitation 01330-11
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Submittal Procedures
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Contractor Initials EJ
Date 11/14

Goose Pond Dam Improvements Project Canaan, NH

ADDENDUM NO. 3

To: All Prospective Bidders
Goose Pond Dam Improvements Project Location: Canaan, NH

From: Charlie Krautmann - NHDES
Nathan Clymer – Gannett Fleming

Re: **Addendum No. 3**

Date: October 19, 2023

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

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

Please note bids are due **Wednesday, October 25, 2023 at 2:00 PM (EST)**. Hard copy bids may be received as stipulated in the Contract Documents.

This Addendum has been issued to address clarifications in the Contract Specifications as well as address Prospective Contractor Questions after the October 4, 2023 Pre-Bid Meeting:

- **Item #1: Would it be possible to provide the CAD files for the construction plans?**
Response: CAD files can be provided upon execution of electronic release form with RPR.
- **Item #2: Could you provide the name of the instrumentation firm that the Department currently uses at the site?**
Response: NHDES owns/maintains its own instrumentation equipment at the site.
- **Item #3: Would it be possible to push the bid date back a week to allow subcontractors and vendors adequate time to provide pricing?**
Response: At this time NHDES is not able to grant an extension, bids are due by October 25th at 2:00pm.

End of Addendum No. 3

EXHIBIT C
COST PROPOSAL AND TERMS OF PAYMENT

The Project Manual issued in September 2023 and Addendums No. 1 (dated October 16, 2023), No. 2 (dated October 18, 2023) and No. 3 (dated October 19, 2023) are incorporated as part of Exhibit B by reference. The Contractor's Bid Form is attached.

Reserve Contingency Fund: \$500,000 - Reserve Contingency Fund to be used exclusively at the discretion of NHDES to fund necessary, unexpected conditions through NHDES-approved Change Orders that may be issued under the terms of this Agreement and which add to the Scope of Work.

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

Total Contract Price Limitation: \$6,493,190.00

Funding is provided as follows:

03-44-44-440010-2657-102-500731 \$5,993,190.00

Dept. of Environmental Services, --GOOSE POND DAM IMPROVEMENTS--, ARPA Projects

03-44-44-440030-9309-034-500161 \$500,000.00

Dept. of Environmental Services, --GOOSE POND DAM IMPROVEMENTS--, Capital Projects

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

Article 4 – **BIDDER'S CERTIFICATION**

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding;

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

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Goose Pond Dam Improvements

BID ITEMS					
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	IN DOLLARS AND CENTS	
				UNIT PRICE	TOTAL PRICE
01200-1	Mobilization and Demobilization Two hundred Ninety-Four thousand nine hundred Sixty-Eight Dollars (Lump Sum Price written in words)	Lump Sum	NA	NA	\$ <u>294,968.00</u>
01200-2	Bonds and Insurances Two hundred Forty-Five thousand five hundred Twenty-Four Dollars (Lump Sum Price written in words)	Lump Sum	NA	NA	\$ <u>245,594.00</u>
01200-3	Care and Diversion of Water Two hundred Five thousand Six hundred Thirty-Three (Lump Sum Price written in words) Dollars	Lump Sum	NA	NA	\$ <u>205,633.00</u>
01200-4	Dewatering Five hundred Forty-Six thousand nine hundred six Dollars (Lump Sum Price written in words)	Lump Sum	NA	NA	\$ <u>546,906.00</u>
01200-5	Erosion and Sediment Control One hundred Sixty thousand Eight hundred seventy-five Dollars (Lump Sum Price written in words)	Lump Sum	NA	NA	\$ <u>160,875.00</u>
01200-6	Clearing and Grubbing One hundred Four thousand Seven hundred Eighty-seven (Unit Price written in words) Dollars	Acre	0.5	\$ <u>104,787.00</u>	\$ <u>52,393.00</u>
01200-7	Select Demolition and Removal Fifty-Two thousand Three hundred Forty-seven (Lump Sum Price written in words) Dollars	Lump Sum	NA	NA	\$ <u>52,347.00</u>
01200-8a	Excavation - Stripping and Stockpiling of Topsoil <u>Twenty Dollars</u> (Unit Price written in words)	Cubic Yard	2,340	\$ <u>20.00</u>	\$ <u>46,800.00</u>

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Goose Pond Dam Improvements

BID ITEMS					
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	IN DOLLARS AND CENTS	
				UNIT PRICE	TOTAL PRICE
01200-10a	Drain Pipe and Fittings - 12-inch HDPE Drain Pipe <u>Forty - One Dollars and Fifty CENTS</u> (Unit Price written in words)	Linear Foot	1,900	<u>\$41.50</u>	<u>\$78,850.00</u>
01200-10b	Drain Pipe and Fittings - 8-inch HDPE Drain Pipe <u>One - hundred Forty - Eight Dollars</u> (Unit Price written in words)	Linear Foot	82	<u>\$148.00</u>	<u>\$12,136.00</u>
01200-10c	Drain Pipe and Fittings - Relief Wells <u>Eight hundred nine Dollars</u> (Unit Price written in words)	Linear Foot	1,100	<u>\$809.00</u>	<u>\$889,900.00</u>
01200-10d	Drain Pipe and Fittings - Toe Drain Cleanouts <u>One Thousand Two hundred Four Dollars</u> (Unit Price written in words)	Each	5	<u>\$1204.00</u>	<u>\$6,020.00</u>
01200-11	Weir Boxes <u>Sixty - seven Thousand One hundred Fifty Four Dollars</u> (Unit Price written in words)	Each	2	<u>\$127,154.00</u>	<u>\$254,308.00</u>
01200-12	Sheet Pile Cutoff <u>One hundred Twenty - Seven Dollars</u> (Unit Price written in words)	Square Foot	685	<u>\$127.00</u>	<u>\$86,995.00</u>
01200-13a	Reinforced Concrete - Concrete Lining <u>One Thousand seven hundred ninety - Eight Dollars</u> (Unit Price written in words)	Cubic Yard	130	<u>\$1,798.00</u>	<u>\$233,740.00</u>
01200-13b	Reinforced Concrete - Wall Concrete <u>Two Thousand Two hundred Twenty - Eight Dollars</u> (Unit Price written in words)	Cubic Yard	200	<u>\$2,228.00</u>	<u>\$445,600.00</u>

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Goose Pond Dam Improvements

BID ITEMS					
ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	IN DOLLARS AND CENTS	
				UNIT PRICE	TOTAL PRICE
01200-14f	Concrete Repairs – Existing Core Wall (Type 6A Repair) <u>Four Hundred Ninety-Two Dollars</u> (Unit Price written in words)	Linear Foot	30	<u>\$492.00</u>	<u>\$14,760.00</u>
01200-14g	Concrete Repairs – Existing Core Wall (Type 6B Repair) <u>One Hundred Eighty Dollars</u> (Unit Price written in words)	Linear Foot	1,050	<u>\$180.00</u>	<u>\$189,000.00</u>
01200-15	Existing Sluice Gate Repairs <u>Eighty-Two Thousand Twenty-Three Dollars</u> (Lump Sum Price written in words)	Lump Sum	NA	NA	<u>\$82,023.00</u>
01200-16	36-inch by 36-inch Slide Gate and Appurtenances <u>Thirty Three Thousand Six Hundred Ninety-Seven Dollars</u> (Lump Sum Price written in words)	Lump Sum	NA	NA	<u>\$33,697.00</u>
01200-17	Trash Rack <u>Forty-Two Thousand Three Hundred Sixty-Eight Dollars</u> (Lump Sum Price written in words)	Lump Sum	NA	NA	<u>\$42,368.00</u>
01200-18	Platform and Supports <u>Seventy-Five Thousand Four Hundred Six Dollars</u> (Lump Sum Price written in words)	Lump Sum	NA	NA	<u>\$75,406.00</u>
01200-19	Handrail <u>Four Hundred Ninety-One Dollars</u> (Unit Price written in words)	Linear Foot	230	<u>\$491.00</u>	<u>\$112,930.00</u>
01200-20	Chain Link Fence <u>Four Thousand Forty-Five Dollars</u> (Unit Price written in words)	Lump Sum	NA	NA	<u>\$4,045.00</u>

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Goose Pond Dam Improvements

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

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

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

Article 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete on or before May 1, 2025 and will be completed and ready for final payment in accordance with 109.06.10 of the General Conditions on or before May 15, 2025.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above, which shall be stated in the Agreement.

Article 7 – ATTACHMENTS TO THIS BID

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

Article 8 – DEFINED TERMS

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

SUBMITTED on October 25, 2023.

7/7/2023

00301 - 12

Goose Pond Dam Improvements

A Joint Venture

Joint Venturer Name: _____ (SEAL)

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

Name (typed or printed): _____

Title: _____

Business address: _____

Phone No.: _____ FAX No.: _____

Joint Venturer Name: _____ (SEAL)

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

Name (typed or printed): _____

Title: _____

Business address: _____

Phone No.: _____ FAX No.: _____

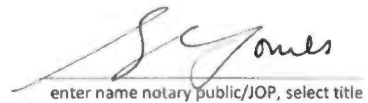
Phone and FAX Number, and Address for receipt of official communications:

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

Notarized Affidavit

On this the 25th day of October, 2023, before the undersigned officer, personally appeared Jim Black (print name), Asst. Secretary (title), who acknowledged himself to be the person who executed the foregoing instrument for the purpose therein contained.

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


enter name notary public/JOP, select title

PAMELA G. GOMES
Notary Public, State of ~~New~~ York
No. 01G06285932
Qualified in Westchester County
Commission Expires July 15, 2025

My Commission Expires:
July 15th 2025 (date)

7/7/2023

00301 - 14

Dated at Brownsville, Wisconsin, as of the date above written.

DIRECTORS:

DocuSigned by:
Alissa DeWar
Alissa DeWar

DocuSigned by:
Dan Gellings
Dan Gellings

DocuSigned by:
Jack Westerman
Jack Westerman

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 MICHELS CONSTRUCTION, INC. is a Delaware Profit Corporation registered to transact business in New Hampshire on July 12, 2021. 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: **876027**

Certificate Number: **0006344322**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 9th day of November A.D. 2023.

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

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

The undersigned hereby certifies that he is the Secretary of MICHELS CONSTRUCTION, INC., a Delaware corporation (the “Company”) and, as such, is duly authorized to execute and deliver this Certificate on behalf of the Company, and further certifies that:

1. He has access to the original books and records of the Company and is authorized to make and deliver this Certificate;
2. The individual named below has been duly appointed to, and currently holds the office of the Company set forth opposite his name:

OFFICER:
Eric Justman

COMPANY OFFICE:
President

3. That Article 4.09 of the Company’s By-Laws provides, in relevant part, that the President of the Company holds the following powers with respect to the execution of contracts on behalf of the Company:


He shall have authority to sign, execute and acknowledge, on behalf of the Corporation, all deeds, mortgages, bonds, stock certificates, contracts, leases, reports and all other documents or instruments necessary or proper to be executed in the course of the Corporation's regular business

4. That, as President of the Company, and in accordance with the above-referenced Article of the Company’s By-Laws, the President has full power and authority to execute, enter into, and bind the Company with respect to the contract for the completion of the Goose Pond Dam – NHDES #D036001 Improvements Project for the New Hampshire Department of Environmental Services - Dam Bureau;

5. The representations set forth herein are furnished to the New Hampshire Department of Environmental Services - Dam Bureau, as the owner of the subject project with the knowledge that the owner for the project will rely upon these representations.

IN WITNESS WHEREOF, I hereunder subscribe my name effective as of the 13th day of November 2023.

MICHELS CONSTRUCTION, INC.,

By: 
Name: Michael Weckman
Title: Secretary

ENDORSEMENT #

This endorsement, effective 12:01 a.m., February 1, 2023, forms a part of Policy No. CGD740955306 issued to M10, INC. by Greenwich Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION NOTIFICATION TO OTHERS ENDORSEMENT

In the event coverage is cancelled for any statutorily permitted reason, other than nonpayment of premium, advanced written notice will be mailed or delivered to person(s) or entity(ies) according to the notification schedule shown below:

Name of Person(s) or Entity(ies)	Mailing Address:	Number of Days Advanced Notice of Cancellation:
As per schedule on file with company		30

All other terms and conditions of the Policy remain unchanged.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that

Michels Construction, Inc.

(Name of Contractor)

817 West Main Street, Brownsville, WI 53006

(Address of Contractor)

a _____ Corporation _____, hereinafter called Principal,
(Corporation, Partnership or Individual)

and Liberty Mutual Insurance Company & Continental Casualty Company
(Name of Surety)

175 Berkeley Street, Boston, MA 02116 & 151 North Franklin Street, Chicago, IL 60606

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

The State of New Hampshire, Department of Environmental Services

(Name of Owner)

29 Hazen Drive, PO Box 95, Concord, NH 03302

(Address of Owner)

hereinafter called **OWNER**, in the total aggregate penal sum of Five Million Nine Hundred

Ninety Three Thousand One Hundred Ninety & 00/100 Dollars, \$ (5,993,190.00)

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

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a

certain contract with the **OWNER**, dated the _____ day of _____ 20____, a

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

RFP DES 2024-05 Goose Pond Dam Improvements Reconstruction Project, NH Dam #D036001

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

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

PROVIDED, FURTHER, that it is expressly agreed that this **BOND** shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to

the Contract not increasing the contract price more than 20 percent, so as to bind the **PRINCIPAL** and the **SURETY** to the full and faithful performance of the Contract as so amended. The term "Amendment", wherever used in this **BOND** and whether referring to this **BOND**, the contract or the loan Documents shall include any alteration, addition, extension or modification of any character whatsoever.

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

IN WITNESS WHEREOF, this instrument is executed in 1 counterparts, each one of (number)

which shall be deemed an original, this 20th day of December, 2023.

ATTEST:

By: [Signature]
(Principal) Secretary
(SEAL)
By: [Signature]
Witness as to Principal
817 West Main Street
(Address)
Brownsville, WI 53006



Michels Construction, Inc.
Principal

BY [Signature]
Assistant Secretary
(Address)
817 West Main Street
Brownsville, WI 53006

ATTEST:

By [Signature]
Witness as to Surety
8400 Normandale Lake Blvd., Suite 1700
Bloomington, MN 55437
(Address)

Liberty Mutual Insurance Company &
Continental Casualty Company
(Surety)
BY [Signature]
Attorney - in - Fact
Heather R. Goedtel
(Address)



8400 Normandale Lake Blvd., Suite 1700
Bloomington, MN 55437



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

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

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

Michels Construction, Inc.

(Name of Contractor)

817 West Main Street, Brownsville, WI 53006

(Address of Contractor)

a _____ Corporation _____, hereinafter called Principal,
(Corporation, Partnership or Individual)

and _____ Liberty Mutual Insurance Company & Continental Casualty Company _____
(Name of Surety)

175 Berkeley Street, Boston, MA 02116 & 151 North Franklin Street, Chicago, IL 60606

(Address of Surety)

hereinafter called Surety, are held and firmly bound unto

The State of New Hampshire, Department of Environmental Services

(Name of Owner)

29 Hazen Drive, PO Box 95, Concord, NH 03302

(Address of Owner)

hereinafter called **OWNER** and unto all persons, firms, and corporations who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns, in the total aggregate penal sum of Five Million Nine Hundred Ninety Three Thousand One Hundred Ninety & 00/100 _____ Dollars, (\$ 5,993,190.00) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

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

RFP DES 2024-05 Goose Pond Dam Improvements Reconstruction Project, NH Dam #D036001

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

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

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

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

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

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

IN WITNESS WHEREOF, this instrument is executed in 1 counterparts, each one of
(number)

which shall be deemed an original, this 20th day of December, 2023.

ATTEST:

By: [Signature]
(Principal) Secretary
(SEAL)
By: [Signature]
Witness as to Principal
817 West Main Street, Brownsville, WI 53006
(Address)



Michels Construction, Inc.
Principal

BY [Signature]
Assistant Secretary
(Address)
817 West Main Street
Brownsville, WI 53006

Liberty Mutual Insurance Company & Continental Casualty Company
(Surety)

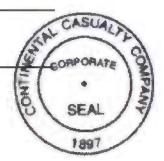
ATTEST:

By [Signature]
Witness as to Surety
8400 Normandale Lake Blvd., Suite 1700
Bloomington, MN 55437
(Address)

BY [Signature]
Attorney - in - Fact
Heather R. Goedel
(Address)



8400 Normandale Lake Blvd., Suite 1700
Bloomington, MN 55437



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

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



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

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8209239-190003

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Blake S. Bohlig; Brian D. Carpenter; Craig Olmstead; Erik T. Gunkel; Haley Pflug; Heather R. Goedel; Jessica Hoff; Kelly Nicole Enghauser; Laurie Pflug; Michelle Halter; Michelle Ward; Nicole Langer

all of the city of Bloomington state of MN each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 12th day of January, 2023.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 12th day of January, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this ___ day of ___



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company (herein called "the CNA Companies"), are duly organized and existing insurance companies having their principal offices in the City of Chicago, and State of Illinois, and that they do by virtue of the signatures and seals herein affixed hereby make, constitute and appoint

Laurie Pflug, Brian D. Carpenter, Nicole Langer, Craig Olmstead, Jessica Hoff, Heather R. Goedtel, Michelle Halter, Kelly Nicole Enghauser, Blake S. Bohlig, Trisha Kasper, Haley Pflug, Individually

of Bloomington, MN, their true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on their behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind them thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of their insurance companies and all the acts of said Attorney, pursuant to the authority hereby given is hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Laws and Resolutions, printed on the reverse hereof, duly adopted, as indicated, by the Boards of Directors of the insurance companies.

In Witness Whereof, the CNA Companies have caused these presents to be signed by their Assistant Vice President and their corporate seals to be hereto affixed on this 11th day of April, 2023.

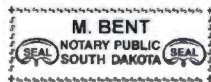


Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

Larry Kasten
Larry Kasten Assistant Vice President

State of South Dakota, County of Minnehaha, ss:

On this 11th day of April, 2023, before me personally came Larry Kasten to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is an Assistant Vice President of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company described in and which executed the above instrument; that he knows the seals of said insurance companies; that the seals affixed to the said instrument are such corporate seals; that they were so affixed pursuant to authority given by the Boards of Directors of said insurance companies and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said insurance companies.



My Commission Expires March 2, 2026

M. Bent
M. Bent Notary Public

CERTIFICATE

I, D. Johnson, Assistant Secretary of Continental Casualty Company, an Illinois insurance company, National Fire Insurance Company of Hartford, an Illinois insurance company, and American Casualty Company of Reading, Pennsylvania, a Pennsylvania insurance company do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the By-Laws and Resolutions of the Board of Directors of the insurance companies printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said insurance companies this day of



Continental Casualty Company
National Fire Insurance Company of Hartford
American Casualty Company of Reading, Pennsylvania

D. Johnson
D. Johnson Assistant Secretary

Form F6853-4-2023

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Authorizing By-Laws and Resolutions

This Power of Attorney is signed by Larry Kasten, Assistant Vice President of each of the CNA Companies (as defined in the Power of Attorney), who has been authorized pursuant to the below Bylaws and Resolutions to execute power of attorneys on behalf of each of the CNA Companies

ADOPTED BY THE BOARD OF DIRECTORS OF CONTINENTAL CASUALTY COMPANY:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company at a meeting held on May 12, 1995:

“RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.”

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”) to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company.”

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

“RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company.”

ADOPTED BY THE BOARD OF DIRECTORS OF NATIONAL FIRE INSURANCE COMPANY OF HARTFORD:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

“RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.”

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”) to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company.”

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

“RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company.”

ADOPTED BY THE BOARD OF DIRECTORS OF AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA:

This Power of Attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the Board of Directors of the Company by unanimous written consent dated May 10, 1995:

“RESOLVED: That any Senior or Group Vice President may authorize an officer to sign specific documents, agreements and instruments on behalf of the Company provided that the name of such authorized officer and a description of the documents, agreements or instruments that such officer may sign will be provided in writing by the Senior or Group Vice President to the Secretary of the Company prior to such execution becoming effective.”

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 25th day of April, 2012:

“Whereas, the bylaws of the Company or specific resolution of the Board of Directors has authorized various officers (the “Authorized Officers”) to execute various policies, bonds, undertakings and other obligatory instruments of like nature; and

Whereas, from time to time, the signature of the Authorized Officers, in addition to being provided in original, hard copy format, may be provided via facsimile or otherwise in an electronic format (collectively, “Electronic Signatures”); Now therefore be it resolved: that the Electronic Signature of any Authorized Officer shall be valid and binding on the Company.”

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

“RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company.”

- 4) Identify person(s) by name and title qualified to take corrective actions on safety and health hazards, conduct on-site inspections, and responsible for employees' safety training.

MCI Superintendent and Foreman will be deemed our competent persons and will have authority to take corrective actions on safety and health hazards. MCI HSE Representatives will conduct on-site inspections / audits to ensure regulatory compliance and provide adequate training based upon the scope of work and potential workplace hazards.

- 5) Indicate your policy to communicate safety and health concerns with the activities of **sub-contractors or outside service providers**, when, or if utilized. (Example: are they in compliance with OSHA Regulations? Do they have workers' compensation coverage?)

It is the responsibility of the Michels employee in charge of the project to inform the subcontractor of the potential hazards that might be present at the work site. These hazards can include flammability, toxicity, high pressures, or other operations that can affect the subcontracted employees. The subcontractor must be informed of emergency response plans, required personal protective equipment (PPE), and safety rules and procedures that apply to the assigned contracted tasks. It is the duty of the subcontractor representative to inform all their subcontractor employees.

- 6) Summarize your disciplinary policy with regard to violations of your safety and health policies.

When an employee commits and act that is unlawful and offensive to the rules of common sence or decency, or an act that violated a published Michels policy or rule, they will face discipline. Depending upon the circumstances involved, discipline issued may be a verbal, written, suspension and/or termination. See attached program for further information regarding our policy.

- 7) Summarize your policy for providing adequate resources dedicated to safety including providing safety training, posting minutes of the JLMC meetings, providing access to your safety and health manual, and when required, providing personal protective equipment.

Training is an essential component of the HSE program at Michels. The training subjects and materials are developed utilizing industry and site-specific criteria relating to: identified and potential hazards and accident and incident data.

Ally Magyar - HSEQ Administrator

Person completing the form

November 16, 2023

Date

**ADDITIONAL NH COMPANY LOCATIONS
(common owner and same industry type)**

NAME	STREET	CITY	FED ID NO.	NO. of EMP.
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Company Name: Michels Construction, Inc.

Project Name: Goose Pond Dam Improvements

Project Number: NHDES #D036001

WORK CERTIFICATE

for all Contractors before beginning work on public projects

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

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

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

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

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

Number of workers	Days	Classification code & description of work
5	197	6217 - Excavation & Drivers
4	16	6229 - Irrigation or Drainage System Const & Drivers
5	183	5222 - Concrete Const - Bridges & Culverts
3	200	5606 - Contractor - Project Manager, Const Supt.

[Attach additional sheets as necessary]