

**SECTION 00300**  
**BID FORM**  
(EJCDC Form C-410, Modified)

**PROJECT IDENTIFICATION:** Mill Pond Removal and Oyster River Restoration

**ARTICLE 1 – BID RECIPIENT**

1.01 This Bid is submitted to:

Town of Durham Public Works  
100 Stone Quarry Drive  
Durham, NH 03824

A. Please note that the Bid Form is to be delivered to the Durham Public Works at 100 Stone Quarry Drive in Durham, NH at the time and location noted in Section 00030 – Advertisement for Bids, Article 1.01 Bid Due Date.

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**ARTICLE 2 – BIDDER'S ACKNOWLEDGEMENTS**

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 75 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

**ARTICLE 3 – BIDDER'S REPRESENTATIONS**

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>#1</u>	<u>June 2, 2025</u>
<u>#2</u>	<u>June 9, 2025</u>
<u>#3</u>	<u>June 16, 2025</u>
<u> </u>	<u> </u>

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all federal, state, and local 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 adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Bidder has considered the information known to Bidder itself; 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 any 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; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price 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 payment items listed herein and in the Form of General Bid are intended to provide full payment for the Work shown on the Contract Drawings and specified herein. Any work called for or inferred in the Contract Documents but not listed as a payment item shall be considered incidental to the overall project, which includes mobilization and demobilization of any equipment and materials, dust control, and any equipment and temporary controls. To the extent that there is no Pay Item for an item that is detailed in the Construction Plans and Specifications, the Bidder shall notify the Engineer, and shall not hold the Owner or Engineer responsible. The Bidder shall include all costs required to perform the full nature of work within the Final Bid Price. Not including an item within the Final Bid Price will not be justification for a change in Contract Price.
- J. It is the intent of these Specifications to provide a finished product as shown on the Construction Documents and specified herein.
- K. The Bidding Documents are sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this bid is submitted.
- L. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.
- M. The Contractor shall not be compensated for costs incurred due to weather conditions.

## **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; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
  - 2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
  - 4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract Basis of Bid.

## **ARTICLE 5 – BASIS OF BID**

Bidder will complete the Work in accordance with the Contract Documents for the prices listed in the Bid Form. It is the intent of these Bid Items to describe a fully complete Project to be constructed in accordance with the Contract Documents. Any labor, documentation, services, materials, or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result must be provided whether or not specifically called for at no additional cost to the Engineer or Owner.

## **ARTICLE 6 – BASIS OF AWARD**

6.01 The Contract will be awarded based on lowest Total Bid Price dependent on available funding for the project. The Contract will be awarded based on the lowest Total Bid Price of one of two scenarios, as outlined below. The two scenarios which will be evaluated are as follows:

- A. Scenario 1: Total of All Base Bid Items + Additive Bid Item (Second Mobilization and Adaptive Management)
- B. Scenario 2: Total of All Base Bid Items (only)

The order of preference of Scenarios for the basis of award is Scenario 1 followed by Scenario 2. The Bid Recipient will award the Contract to the lowest Bidder of the highest preferred scenario that is within the available funding of the project.

## **ARTICLE 7 – TIME OF COMPLETION**

7.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before October 1, 2026 or within the Contract Times.

7.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the work within contract times.

## **ARTICLE 8 – ATTACHMENTS TO THIS BID**

8.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. List of Proposed Subcontractors;
- C. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such licenser within the time for acceptance of Bids
- D. Anticipated project schedule consistent with Section 00030 Advertisement for Bids that indicates the times for starting and completing the various stages of the Work, including any Milestones specified in the Contract. Schedule must include initial mobilization, dam draw down, initial dam breach, dam removal, Mill Pond Road closure, and commencement of river channel restoration, and any critical path items identified by the contractor.

## **ARTICLE 9 – DEFINED TERMS**

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

**ARTICLE 10 – BID SUBMITTAL**

BIDDER: *[Indicate correct name of bidding entity]*

Sargent Corporation

By:

*[Signature]*



*[Printed Name]*

Douglas E. Morrison, VP-Operations/COO/North

*(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest:

*[Signature]*



*[Printed Name]*

Carey L. Sheehan

Title:

Assistant Secretary/VP-Administration & Accounting

Submittal Date:

June 20, 2025

Address for giving notices:

3 Godfrey Drive

Orono, Maine 04473

Telephone Number:

207.827.4435

Fax Number:

207.827.6150

E-mail address:

dmorrison@sargent.us

Bidder's License No.:

N/A

*(where applicable)*

**SECTION 00300**  
**BID FORM**

**BASE BID ITEMS**

The Bidder agrees to perform all the work, including all incidental labor, materials and equipment for the satisfactory completion of the work in full compliance with the content and intent of the specifications and plans of the work, for the following prices. Bid prices listed are based on performance of the Work as specified in these Specifications and shall include all overhead, profit, handling, taxes and all other related charges.

Item No.	Quantity		Description (unit price in words)	Unit Price	Extended Total
202.81	1	Unit	Site Staging - Accessory Items (Including Site Clearing)		
			Eighty Nine Thousand	Dollars Unit	\$89,000.00 \$89,000.00 Unit
202.82	1	Unit	Site Staging - Roadway Restoration		
			Fifty Six Thousand	Dollars Unit	\$56,000.00 \$56,000.00 Unit
202.11	1	Unit	Dam Removal (Including concrete repairs and safety railing)		
			Sixty Five Thousand	Dollars Unit	\$65,000.00 \$65,000.00 Unit
203.35	1	Unit	Sediment Excavation and Handling		
			Four Hundred Forty Four Thousand	Dollars Unit	\$440,000.00 \$440,000.00 Unit
203.351	5300 (estimate - assumed to be 75% of total)	Ton	Off-Site Sediment Disposal (Landfill)		
			One Hundred Fifty Seven	Dollars Per Ton	\$ 157.00 \$832,100.00 Per Ton
203.352	1350 (estimate - assumed to be 25% of total)	Ton	Off-Site Sediment Disposal (unrestricted)		
			Twenty Six	Dollars Per Ton	\$ 26.00 \$35,100.00 Per Ton
203.6	320	CY	Import Common Fill		
			Sixty Five	Dollars Per CY	\$65.00 \$20,800.00 Per CY
211.11	1	Unit	Vibration Monitoring (Pre- and Post-construction surveys)		
			Eight Thousand	Dollars Unit	\$8,000.00 \$8,000.00 Unit

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Item No.	Quantity		Description (unit price in words)	Unit Price	Extended Total
503.101	1	Unit	Cofferdams and Water Diversion (Including Dewatering and Turbidity Monitoring)		
			One Hundred Eighty One Thousand Dollars Unit	\$181,000.00 Unit	\$181,000.00
585.2	110	CY	Stone Fill, Class B		
			Ninety Five Dollars Per CY	\$95.00 Per CY	\$10,450.00
585.25	2900	CY	Streambed Mix		
			One Hundred Seventy Five Dollars Per CY	\$175.00 Per CY	\$507,500.00
587.1	435	CY	Keyed Stone Fill		
			One Hundred Sixty Dollars Per CY	\$160.00 Per CY	\$69,600.00
619	1	Unit	Maintenance of Traffic		
			Forty Nine Thousand Dollars Unit	\$49,000.00 Unit	\$49,000.00
641	310	CY	Loam		
			Eighty Five Dollars Per CY	\$85.00 Per CY	\$26,350.00
645.254	2300	LF	Coir Fiber Rolls		
			Eleven Dollars Per LF	\$11.00 Per LF	\$25,300.00
645.455	1	Unit	Root Wads and Log Vanes		
			Forty Thousand Dollars Unit	\$40,000.00 Unit	\$40,000.00

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Item No.	Quantity	Description (unit price in words)	Unit Price	Extended Total
646.51	1	Unit Turf Establishment		
		Seventy Five Thousand Dollars Unit	\$75,000.00	\$ 75,000.00
650	1	Unit Landscaping Plantings		
		Three Hundred Forty Five Thousand Dollars Unit	\$345,000.00	\$345,000.00
670.0491	1	Unit Temporary Access Road		
		One Hundred Sixty Five Thousand Dollars Unit	\$165,000.00	\$165,000.00
692.1	1	Unit Mobilization and Demobilization		
		Three Hundred Forty Four Thousand Seven Hundred Dollars Unit	\$344,700.00	\$344,700.00
699	1	Unit Construction Erosion and Sediment Control		
		Sixty Five Thousand Dollars Unit	\$65,000.00	\$65,000.00
Total of All Base Bid Items			\$3,449,900.00	
Three Million Four Hundred Forty Nine Thousand Nine Hundred Dollars			\$	\$3,449,900.00

**ADDITIVE BID ITEM**

In order to fit the scope of work to available funds, the Owner may elect to include the Additive Bid Item.  
Bidders are required to fill out Additive Bid Item below which will be considered as part of the basis of award.

692.2	1	Unit Second Mobilization and Adaptive Management		
		Seventy Six Thousand Six Hundred Fifty Dollars Unit	\$76,650.00	\$ 76,650.00

**BID ITEM TOTALS**

Total of Base Bid	Three Million Four Hundred Forty Nine Thousand Nine Hundred Dollars	\$ 3,449,900.00
Total of Base Bid + Additive Bid Items	Three Million Five Hundred Twenty Six Thousand Five Hundred Fifty Dollars	\$ 3,526,550.00



### Contract Affidavit

I/We declare under penalty of perjury under the laws of the United States and the State of New Hampshire that, in accordance with the provisions of Title 23 USC, Section 112(c), have not either directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this Proposal.

Dated: June 20, 2025

*(If a firm or individual)*

Signature of Bidder \_\_\_\_\_


By \_\_\_\_\_

Address of Bidder \_\_\_\_\_

Names and Address of Members of the Firm:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*(If a Corporation)*

Signature of Bidder  \_\_\_\_\_

Title Vice President-Operations/COO/North

By Douglas E. Morrison

Business Address 3 Godfrey Drive, Orono, Maine 04473

Incorporated under the laws of the State of Maine

Names and addresses of Officers: Please see attached for full list of officers.

President Eric G. Ritchie - 3 Godfrey Drive, Orono, Maine 04473

Secretary Tasha A. Gardner - 3 Godfrey Drive, Orono, Maine 04473

Treasurer Tasha A. Gardner - 3 Godfrey Drive, Orono, Maine 04473

**Section 00410**  
**BID Bond**  
(EJCDC Form C-430, modified)

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

BIDDER (Name and Address):

SARGENT CORPORATION  
3 GODFREY DRIVE  
ORONO, ME 04473

SURETY (Name and Address of Principal Place of Business):

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA  
500 SOUTHBOROUGH DRIVE, SUITE 107  
SOUTH PORTLAND, ME 04106

OWNER (Name and Address):

TOWN OF DURHAM, NH  
DEPARTMENT OF PUBLIC WORKS  
8 NEWMARKET ROAD

BID DURHAM, NH 03824

Bid Due Date: JUNE 20, 2025

Description (Project Name and Include Location):

MILL POND REMOVAL AND OYSTER RIVER RESTORATION, DURHAM, NH.  
ENGINEER'S PROJECT NO.: 52633.02

BOND

Bond Number: SARGENT963

Date: JUNE 9, 2025

Penal sum FIVE PERCENT OF ATTACHED BID

\$ \*5%\*

(Words)

(Figures)

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

**BIDDER**

SARGENT CORPORATION (Seal)

Bidder's Name and Corporate Seal

By:

  
Signature

DOUGLAS E. MORRISON

Print Name

VP-OPS/COO/NORTH

Title

Attest:

  
Signature and Title

Note: Above addresses are to be used for giving any required notice.

**SURETY** TRAVELERS CASUALTY AND SURETY  
COMPANY OF AMERICA (Seal)

Surety's Name and Corporate Seal

By:

  
Signature (Attach Power of Attorney)


MELANIE A. BONNEVIE

Print Name

ATTORNEY-IN-FACT

Title

WITNESS:

  
Signature and Title

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
  - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2 All Bids are rejected by Owner, or
  - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from OWNER, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

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

END OF SECTION





**Travelers Casualty and Surety Company of America  
Travelers Casualty and Surety Company  
St. Paul Fire and Marine Insurance Company**

**POWER OF ATTORNEY**

**KNOW ALL MEN BY THESE PRESENTS:** That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Melanie A Bonnevie** of **AUBURN, Maine**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April**, **2021**.



State of Connecticut

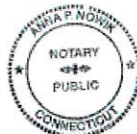
City of Hartford ss.

By:   
Robert L. Raney, Senior Vice President

On this the **21st** day of **April**, **2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

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

My Commission expires the **30th** day of **June**, **2026**



  
Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

**RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

**FURTHER RESOLVED**, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

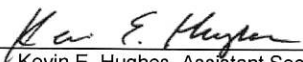
**FURTHER RESOLVED**, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

**FURTHER RESOLVED**, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **9TH** day of **JUNE**, **2025**



  
Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.  
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.**



I, Tasha A. Gardner, of Brewer, Penobscot County, Maine, certify as follows:

1. That I am the duly elected and qualified secretary of SARGENT CORPORATION, a Maine corporation with a principal place of business at Orono, Penobscot County, Maine;
2. That by unanimous action of the Board of Directors of SARGENT CORPORATION (the "Corporation"), dated May 18, 2018, the following resolutions were adopted:

RESOLVED: That, as of May 8, 2025, any one of the officers of the Corporation named below, acting singly, be and hereby is authorized to execute and deliver, on behalf of the Corporation, any and all quotes, bids, and contracts arising in the business operations of the Corporation.

President	Eric G. Ritchie
CEO	Herbert R. Sargent
Vice President-Finance, CFO	Tasha A. Gardner
Vice President-Operations, COO/North	Douglas E. Morrison
Vice President-Operations, COO/South	Justin E. Porter
Vice President-Human Resources	Amanda S. Martin
Vice President-Accounting, Administration	Carey L. Sheehan
Chief Estimator	Patrick H. Dubay
Treasurer	Tasha A. Gardner
Secretary	Tasha A. Gardner
Assistant Secretary	Carey L. Sheehan

3. That the foregoing resolutions are in full force and effect.

Dated: May 8, 2025

Tasha A. Gardner, Secretary

**Main Office**

Telephone: 207-827-4435  
Fax: 207-827-6150  
3 Godfrey Drive  
Orono, ME 04473

**New Hampshire**

Telephone: 603-734-2132  
Fax: 603-734-2197  
25 Spaulding Road  
Unit 19  
Fremont, NH 03044

**Mid-Atlantic**

Telephone: 804-368-7118  
Fax: 804-368-7387  
11139 Air Park Road  
Suite 1  
Ashland, VA 23005

**Piedmont Triad**

Telephone: 743-230-2850  
Fax: 336-808-5258  
8642 W Market Street  
Suite 136  
Greensboro, NC 27409

sargent.us

# 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 SARGENT CORPORATION is a Maine Profit Corporation registered to transact business in New Hampshire on April 08, 2005. 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: **495779**

Certificate Number: **0007084684**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 6th day of March A.D. 2025.

A handwritten signature in black ink, appearing to read "David M. Scanlan", is written over a horizontal line.

David M. Scanlan  
Secretary of State





**THE STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF TRANSPORTATION**



*William Cass, P.E.*  
*Commissioner*

*David Rodrigue, P.E.*  
*Assistant Commissioner*

May 30, 2025

Sargent Corporation  
3 Godfrey Drive  
Orono, ME 04473

Your request for prequalification in order that you may bid on construction projects advertised and let by this Department has been reviewed and analyzed by the Prequalification Committee. The Department assigns ratings in several classifications some of which are listed below:

Road Construction	Bridge Construction
Site	Utilities
Water	Sewer
Traffic Signals	Highway Lighting
Building Construction	Bridge Painting
Mechanical	Electrical
Asbestos Removal	Paving

Your firm has a Maximum Capacity Rating of **\$600,000,000.00** for the following classifications: **Road construction, site work, and utilities.** This prequalification will expire on **March 31, 2026.**

All prequalification information supplied to this office will be held in strict confidence and used for no other purpose than for prequalification for bidding on projects advertised and let by this Department.

Sincerely,

*Michelle Drouin*

Michelle Drouin  
Prequalification Administrator





Town of Durham  
Department of Public Works  
100 Stone Quarry Drive  
Durham, NH 03824  
Phone: (603) 868-5578

Website: [www.ci.durham.nh.us/publicworks](http://www.ci.durham.nh.us/publicworks)

Richard K. Reine  
Director

April 2, 2024

Sargent Corporation  
3 Godfrey Drive  
Orono, Maine 04473

Re: Mill Pond Dam Removal and Oyster River Restoration Pre-Qualification Results

Dear Sargent Corporation:

We are pleased to inform you that your company has been determined to be qualified to bid on the Mill Pond Dam Removal and Oyster River Restoration. We appreciate your interest in this project and the time you invested in submitting your qualifications.

We expect to provide further information about the project, including a bid package to shortlisted contractors, in early summer. Please note, the bidding timeline depends on the status of the regulatory review of the project.

In the meantime, if you have any questions, please do not hesitate to contact us.

Sincerely,

TOWN OF DURHAM

April Talon, PE

Town Engineer

CC: Richard Reine, Director of Public Works

# State of Maine



## Department of the Secretary of State

*I, the Secretary of State of Maine, certify that according to the provisions of the Constitution and Laws of the State of Maine, the Department of the Secretary of State is the legal custodian of the Great Seal of the State of Maine which is hereunto affixed and of the reports of organization, amendment and dissolution of corporations and annual reports filed by the same.*

*I further certify that SARGENT CORPORATION, formerly SARGENT & SARGENT is a duly organized business corporation under the laws of the State of Maine and that the date of incorporation is January 24, 1992.*

*I further certify that on:*

January 24, 1992	ARTICLES OF INCORPORATION were filed.
November 26, 1997	CHANGE OF CLERK AND REGISTERED OFFICE was filed.
July 25, 2005	ASSUMED NAME was filed.
November 10, 2005	CHANGE OF LEGAL NAME was filed.

*No further amendments have been filed to date.*

*I further certify that said business corporation has filed annual reports due to this Department, and that no action is now pending by or on behalf of the State of Maine to forfeit the charter and that according to the records in the Department of the Secretary of State, said corporation is a legally existing business corporation in good standing under the laws of the State of Maine at the present time.*

*In testimony whereof, I have caused the Great Seal of the State of Maine to be hereunto affixed. Given under my hand at Augusta, Maine, this tenth day of May 2007.*





June 20, 2025

Town of Durham, NH  
Dept. of Public Works  
100 Stone Quarry Rd.  
Durham, NH 03824

Subject: Mill Pond Removal & Oyster River Restoration

Re: List of Proposed Subcontractors

<u>Subcontractor</u>	<u>Address</u>	<u>Work Performed</u>
• Cameron's	P.O.Box 536 Farmington, NH	Landscaping & Seed
• Advanced Exc & Paving	P.O.Box 581 Suncook, NH	Milling & Paving
• Moore Concrete Cutting	23 Hall Farm Rd. Atkinson, NH	Concrete Cutting
• KS Inspections, LLC	P.O.Box 562 Derry, NH	Vibration Monitoring

#### Main Office

Telephone: 207-827-4435  
Fax: 207-827-6150  
3 Godfrey Drive  
Orono, ME 04473

#### New Hampshire

Telephone: 603-734-2132  
Fax: 603-734-2197  
25 Spaulding Road  
Unit 19  
Fremont, NH 03044



#### Mid-Atlantic

Telephone: 804-368-7118  
Fax: 804-368-7387  
11139 Air Park Road  
Suite 1  
Ashland, VA 23005




















#### Piedmont Triad

Telephone: 743-230-2850  
Fax: 336-808-5258  
8642 W Market Street  
Suite 136  
Greensboro, NC 27409

sargent.us

ID		Task Mode	Task Name	Duration	Start	Finish	Timeline																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																							
							Aug	Sep	4th Quarter		Nov	Dec	1st Quarter		Jan	Feb	Mar	2nd Quarter		Apr	May	Jun	3rd Quarter		Jul	Aug	Sep	4th Quarter		Oct																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																
31			INSTALL BOULDERS/LOG VANES	2 days	Tue 6/30/26	Wed 7/1/26																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																								

Project: Preliminary Schedule  
Date: Fri 6/6/25

Task		Project Summary		Manual Task		Start-only		Deadline	
Split		Inactive Task		Duration-only		Finish-only		Progress	
Milestone		Inactive Milestone		Manual Summary Rollup		External Tasks		Manual Progress	
Summary		Inactive Summary		Manual Summary		External Milestone			



ID	<div><div></div><div>Task Mode</div></div>	Task Name	Duration	Start	Finish	Aug	Sep	4th Quarter	Oct	Nov	Dec	1st Quarter	Jan	Feb	Mar	2nd Quarter	Apr	May	Jun	3rd Quarter	Jul	Aug	Sep	4th Quarter	Oct
1	<div><div></div><div></div></div>	MOBILIZATION	5 days	Mon 9/15/25	Fri 9/19/25		<div><div></div></div>																		
2	<div><div></div><div></div></div>	PHASE 1	9 days	Tue 9/16/25	Fri 9/26/25		<div><div></div></div>																		
3	<div><div></div><div></div></div>	BEGIN DAM DRAWDOWN	5 days	Tue 9/16/25	Mon 9/22/25		<div><div></div></div>																		
4	<div><div></div><div></div></div>	EROSION CONTROL MEASURES	2 days	Tue 9/16/25	Wed 9/17/25		<div><div></div></div>																		
5	<div><div></div><div></div></div>	DEMOLITION @ STAGE 1 STAGING AREA	4 days	Thu 9/18/25	Tue 9/23/25		<div><div></div></div>																		
6	<div><div></div><div></div></div>	PREP DAM REMOVAL STAGING AREA	2 days	Wed 9/24/25	Thu 9/25/25		<div><div></div></div>																		
7	<div><div></div><div></div></div>	BREACH DAM	1 day	Fri 9/26/25	Fri 9/26/25		<div><div></div></div>																		
8	<div><div></div><div></div></div>	PHASE 2 STAGING AREA PREP	8 days	Mon 9/29/25	Wed 10/8/25		<div><div></div></div>																		
9	<div><div></div><div></div></div>	EROSION CONTROL MEASURES	3 days	Mon 9/29/25	Wed 10/1/25		<div><div></div></div>																		
10	<div><div></div><div></div></div>	MISC. TREE REMOVAL	3 days	Thu 10/2/25	Mon 10/6/25		<div><div></div></div>																		
11	<div><div></div><div></div></div>	INSTALL TEMPORARY CONST. ACCESS	5 days	Thu 10/2/25	Wed 10/8/25		<div><div></div></div>																		
12	<div><div></div><div></div></div>	SET UP STOCKPILE/DECANTING LOCATIONS	2 days	Mon 10/6/25	Tue 10/7/25		<div><div></div></div>																		
13	<div><div></div><div></div></div>	WINTER SHUTDOWN	148 days	Wed 10/8/25	Fri 5/1/26			<div><div></div></div>																	
14	<div><div></div><div></div></div>	MOBILIZE BACK TO SITE	5 days	Mon 5/4/26	Fri 5/8/26												<div><div></div></div>								
15	<div><div></div><div></div></div>	SET UP DETOUR SIGNAGE	2 days	Mon 5/11/26	Tue 5/12/26													<div><div></div></div>							
16	<div><div></div><div></div></div>	INSTALL TEMPORARY FENCE	3 days	Wed 5/13/26	Fri 5/15/26													<div><div></div></div>							
17	<div><div></div><div></div></div>	EROSION CONTROL MAINTENANCE	1 day	Wed 5/13/26	Wed 5/13/26													<div><div></div></div>							
18	<div><div></div><div></div></div>	PHASE 2 BY-PASS FLUME	7 days	Mon 5/18/26	Tue 5/26/26													<div><div></div></div>							
19	<div><div></div><div></div></div>	EXCAVATE BY-PASS CHANNEL	3 days	Mon 5/18/26	Wed 5/20/26													<div><div></div></div>							
20	<div><div></div><div></div></div>	INSTALL PHASE 2 COFFERDAM	2 days	Thu 5/21/26	Fri 5/22/26													<div><div></div></div>							
21	<div><div></div><div></div></div>	INSTALL BOULDER RIFFLE CREST	2 days	Mon 5/25/26	Tue 5/26/26													<div><div></div></div>							
22	<div><div></div><div></div></div>	PHASE 2A	13 days	Wed 5/27/26	Fri 6/12/26													<div><div></div></div>							
23	<div><div></div><div></div></div>	EXCAVATE CHANNEL TO SUBGRADE	6 days	Wed 5/27/26	Wed 6/3/26													<div><div></div></div>							
24	<div><div></div><div></div></div>	PLACE STREAMBED MATERIAL	3 days	Tue 6/2/26	Thu 6/4/26													<div><div></div></div>							
25	<div><div></div><div></div></div>	INSTALL BOULDERS/LOG VANES/ROOT WADS	5 days	Fri 6/5/26	Thu 6/11/26													<div><div></div></div>							
26	<div><div></div><div></div></div>	PLACE LOAM/SEED/EC MAT/COIR LOGS	1 day	Fri 6/12/26	Fri 6/12/26													<div><div></div></div>							
27	<div><div></div><div></div></div>	PHASE 2B	15 days	Mon 6/15/26	Fri 7/3/26													<div><div></div></div>							
28	<div><div></div><div></div></div>	INSTALL PH. 2A-2B COFFERDAM	2 days	Mon 6/15/26	Tue 6/16/26													<div><div></div></div>							
29	<div><div></div><div></div></div>	EXCAVATE CHANNEL TO SUBGRADE	6 days	Wed 6/17/26	Wed 6/24/26													<div><div></div></div>							
30	<div><div></div><div></div></div>	PLACE STREAMBED MATERIAL	3 days	Thu 6/25/26	Mon 6/29/26													<div><div></div></div>							


Project: Preliminary Schedule  
Date: Fri 6/6/25


Task


Split


Milestone

Summary











Project Summary


Inactive Task


Inactive Milestone

Inactive Summary











Manual Task


Duration-only


Manual Summary Rollup

Manual Summary











Start-only


Finish-only


External Tasks

External Milestone









Deadline

Progress

Manual Progress

