New Hampshire DOT
Department of Transportation

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

Bent 88

CHRISTOPHER D. CLEMENT, SR.
COMMISSIONER

JEFF BRILLHART, P.E.
ASSISTANT COMMISSIONER

Bureau of Highway Design
January 4, 2013

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Transportation to enter into an Agreement with Parsons Brinckerhoff, Inc., New York, NY, and Manchester, NH, Vendor #164158, for a total fee not to exceed $9,358,904.06, to complete the final design of the roadway and bridges comprising the northern section of the Salem-Manchester I-93 improvement project beginning in the Town of Windham and ending in the City of Manchester, effective upon Governor and Council approval, through February 28, 2018. 100% Other Funds.

Funding is available as follows:

	FY 2013
04-96-96-963515-1843	
Garvee I-93 Construction Project	
046-500463 Eng Consultants Non-Benefit	$9,358,904.06

EXPLANATION

This project, Salem-Manchester 10418V (Northern Design Section), begins in the vicinity of the existing weigh stations located approximately one mile south of North Lowell Road in the Town of Windham and runs northerly approximately twelve miles to the I-93/I-293 split in the City of Manchester. The above limits exclude a segment in the Town of Londonderry in the vicinity of Exit 5 that is currently under construction. Funding for this design effort is currently included in the State's Ten-Year Transportation Improvement Plan.

The Department requires professional engineering design and environmental consultant services to complete the final design for the five (5) individual construction projects by preparing contract plans, specifications, special provisions, estimates of quantities and costs, right-of-way plans, and supplying construction support services. A previous 2005 final design services Agreement that was completed in 2011 brought the final design to an approximately 50% complete stage. At the time, given the funding uncertainties for constructing the remaining capacity improvements associated with this northern section, it was deemed prudent to delay pursuing the remaining design effort until needed. In addition to the typical final design tasks, this Agreement also includes Right-of-Way Acquisition services. More specifically, the Agreement includes: project management and coordination; public involvement and support; Right-of-Way procurement; calculation and documentation of environmental impacts; Phase III Archaeological Evaluations; sound wall evaluations; traffic capacity analysis and traffic demand management; drainage design, including pollutant loading and construction stormwater assessments; geotechnical services; river hydraulics with LOMR; utility relocation and coordination; traffic control for construction; constructability evaluations; CPM scheduling; in-depth cost estimating; and ITS accommodations. The intermediate completion date for the design services is October 31, 2015. The final completion date for the R.O.W. acquisition and construction support services is February 28, 2018.

The consultant selection process employed by the Department for this qualifications-based contract is in accordance with RSAs 21-I:22, 21-I:22-c and 21-I:22-d, all applicable Federal laws and the Department's "Consultant Selection and Service Agreement Procedures" dated December 1999. The Department's Consultant Selection Committee is a standing committee that meets regularly to administer the process and make determinations. The Committee is comprised of the Assistant Director of Project Development (chair), the Chief

JOHN O. MORTON BUILDING • 7 HAZEN DRIVE • P.O. BOX 483 • CONCORD, NEW HAMPSHIRE 03302-0483
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Project Manager, the Administrators of the Bureaus of Highway Design, Bridge Design, Environment, and Materials and Research, and the Municipal Highways Engineer.

The consultant selection process for this qualifications-based contract was initiated by a solicitation for consultant services for preliminary engineering design and associated environmental services for the Salem-Manchester 10418C I-93 Improvements – North project. The assignment was listed as a "Project Soliciting for Interest" on the Department's website on December 9, 2011, asking for letters of interest from qualified firms. From the list of firms that submitted letters of interest, the Committee prepared a long and then short list of Consultants on December 28, 2011 for consideration and approval by the Assistant Commissioner. Upon receipt of that approval, three shortlisted firms were notified on December 29, 2011 through a technical "Request For Proposal" (RFP). Committee members individually rated the firms on February 3, 2012 using a written ballot to score each firm on the basis of comprehension of the assignment, clarity of the proposal, capacity to perform in a timely manner, quality and experience of the project manager and the team, previous performance, and overall suitability for the assignment. (A compilation of the completed individual rating ballots and the ranking summary form is attached.) The individual rankings were then totaled to provide an overall ranking of the three firms, and the Committee's ranking was submitted to the Assistant Commissioner for consideration and approval. Upon receipt of that approval, the short listed firms were notified of the results and the highest-ranking firm was asked to submit a fee proposal for negotiations.

The long list of six (6) consultant firms that were considered for this assignment, with the three short-listed firms shown in bold, is as follows:

Consultant Firm	***Office Location***
The Louis Berger Group	Manchester, NH
Fay, Spofford & Thorndike, LLC	Bedford, NH
Maguire Group, Inc.	Portsmouth, NH
McFarland-Johnson, Inc.	**Concord, NH**
Parsons Brinckerhoff, Inc.	**Manchester, NH**
Vanasse Hangen Brustlin, Inc.	**Bedford, NH**

The firm of Parsons Brinckerhoff, Inc. has been recommended for this contract. This firm has an excellent reputation and has demonstrated their capability to perform the necessary engineering and technical services for this assignment. Background information on this firm is attached.

Parsons Brinckerhoff, Inc. has agreed to furnish the required services for a total fee not to exceed $9,358,904.06. This is a reasonable fee and is commensurate with the complexity of the project and the scope of engineering and technical services to be furnished.

Preliminary Engineering and Right-of -Way costs will be funded with 2012 Garvee Bond proceeds. Debt Service will be paid with 100% Federal funds at 80% reimbursement rate and 20% match using Turnpike Toll Credits.

This Agreement has been approved by the Attorney General as to form and execution. The Department has verified that the necessary funds are available. Copies of the fully-executed Agreement are on file at the Secretary of State's Office and the Department of Administrative Services, and subsequent to Governor and Council approval will be on file at the Department of Transportation.

It is respectfully requested that authority be given to enter into an Agreement for consulting services as outlined above.

Sincerely,

Christopher D. Clement, Sr.
Commissioner

February 3, 2012

PROJECT: Salem-Manchester 10418C I-93 - Improvements - North

DESCRIPTION: Complete the final design of the roadway and bridges comprising the northern section of the I-93 improvement project beginning at the weigh stations in Windham and ending approximately 5000 feet north of Bodwell Road at the I-293 split in Manchester, including all associated ROW acquisitions and related services. The project involves the reconstruction and widening of approximately 12 miles of I-93 from two lanes of travel in each direction to four lanes of travel in each direction. and also includes interchange reconstruction. This effort will utilize, as a starting point, existing design work and plans that have been advanced to approximately the slope and drain phase for the mainline roadway design. and through preliminary design for the majority of the bridges. Existing contract breakouts will be advanced to final contract drawing stage and prepared for advertisement.

Services Required: RDWY, BRDG, ROW, HYD, ENV, TRAF, UTIL, ITS, ARCY, NOIS, GEOT, Project Management

SUMMARY

McFarland-Johnson, Inc.	3	3	3	3	3	3	3		21
Parsons Brinckerhoff, Inc.	2	1	1	2	1	1	2		10
Vanasse Hangen Brustlin, Inc.	1	2	2	1	2	2	1		11

EVALUATION OF TECHNICAL PROPOSALS

Rating Considerations	Scoring of Firms			
	WEIGHT	McFarland-Johnson, Inc.	Parsons Brinckerhoff, Inc.	Vanasse Hangen Brustlin, Inc.
Comprehension of the Assignment	20%	16	20	18
Clarity of the Proposal	20%	16	17	18
Capacity to Perform in a Timely Manner	20%	16	16	18
Quality & Experience of Project Manager/Team	20%	17	18	20
Previous Performance	10%	8	7	9
Overall Suitability for the Assignment*	10%	6	7	9
Total	100%	79	85	92

*Includes: Proximity to project; usage, quality and experience of subconsult municipalities or other third party.

Ranking of Firms:
1. VHB
2. PB
3. MJ

Rating Considerations	Scoring of Firms			
	WEIGHT	McFarland-Johnson, Inc.	Parsons Brinckerhoff, Inc.	Vanasse Hangen Brustlin, Inc.
Comprehension of the Assignment	20%	19	20	19
Clarity of the Proposal	20%	17	19	18
Capacity to Perform in a Timely Manner	20%	16	20	17
Quality & Experience of Project Manager/Team	20%	19	20	20
Previous Performance	10%	9	10	9
Overall Suitability for the Assignment*	10%	9	10	9
Total	100%	90	99	92

*Includes: Proximity to project; usage, quality and experience of subconsult municipalities or other third party.

Ranking of Firms:
1. PB
2. VHB
3. MJ

EVALUATION OF TECHNICAL PROPOSALS (continued)

Rating Considerations	WEIGHT	McFarland-Johnson, Inc.	Parsons Brinckerhoff, Inc.	Vanasse Hangen Brustlin, Inc.
Comprehension of the Assignment	20%	16	20	19
Clarity of the Proposal	20%	18	19	19
Capacity to Perform in a Timely Manner	20%	18	18	18
Quality & Experience of Project Manager/Team	20%	18	19	18
Previous Performance	10%	8	9	9
Overall Suitability for the Assignment*	10%	8	9	9
Total	100%	86	94	92

*Includes: Proximity to project; usage, quality and experience of subconsult municipalities or other third party.

Ranking of Firms:
1. PB
2. VHB
3. MT

Rating Considerations	WEIGHT	McFarland-Johnson, Inc	Parsons Brinckerhoff, Inc.	Vanasse Hangen Brustlin, Inc.
Comprehension of the Assignment	20%	13	17	17
Clarity of the Proposal	20%	15	17	17
Capacity to Perform in a Timely Manner	20%	17	18*	18
Quality & Experience of Project Manager/Team	20%	16	18*	18
Previous Performance	10%	10	9*	10
Overall Suitability for the Assignment*	10%	7	8	8
Total	100%	80	85	86

*Includes: Proximity to project; usage, quality and experience of subconsulta municipalities or other third party.

Ranking of Firms:
1. Vanasse Hangen Brustlin Inc
2. Parsons Brinckerhoff, Inc
3. Mc Farland-Johnson, Inc.

Rating Considerations	WEIGHT	McFarland-Johnson, Inc.	Parsons Brinckerhoff, Inc.	Vanasse Hangen Brustlin, Inc.
Comprehension of the Assignment	20%	16	20	18
Clarity of the Proposal	20%	16	18	18
Capacity to Perform in a Timely Manner	20%	18	20	18
Quality & Experience of Project Manager/Team	20%	18	20	18
Previous Performance	10%	10	8	10
Overall Suitability for the Assignment*	10%	8	10	8
Total	100%	88	96	90

*Includes: Proximity to project; usage, quality and experience of subconsult municipalities or other third party.

Ranking of Firms:
1. PB
2. VHB
3. MJ

Rating Considerations	WEIGHT	McFarland-Johnson, Inc.	Parsons Brinckerhoff, Inc.	Vanasse Hangen Brustlin, Inc.
Comprehension of the Assignment	20%	15	20	18
Clarity of the Proposal	20%	18	18	18
Capacity to Perform in a Timely Manner	20%	18	18	18
Quality & Experience of Project Manager/Team	20%	18	20	20
Previous Performance	10%	7	10	7
Overall Suitability for the Assignment*	10%	7	10	7
Total	100%	81	96	88

*Includes: Proximity to project; usage, quality and experience of subconsult municipalities or other third party.

Ranking of Firms:
1. PB
2. VHB
3. MJ

Rating Considerations	WEIGHT	McFarland-Johnson, Inc.	Parsons Brinckerhoff, Inc.	Vanasse Hangen Brustlin, Inc.
Comprehension of the Assignment	20%	17	19	18
Clarity of the Proposal	20%	17	19	19
Capacity to Perform in a Timely Manner	20%	16	18	20
Quality & Experience of Project Manager/Team	20%	16	18	19
Previous Performance	10%	8	8	9
Overall Suitability for the Assignment*	10%	7	9	9
Total	100%	83	91	94

*Includes: Proximity to project; usage, quality and experience of subconsult municipalities or other third party.

Ranking of Firms:
1. VHB
2. PB
3. MJ

ARCHITECT–ENGINEER QUALIFICATIONS

1. SOLICITATION NUMBER *(If any)*: n/a

PART II - GENERAL QUALIFICATIONS

(If a firm has branch offices, complete for each specific branch office seeking work.)

2a. FIRM (OR BRANCH OFFICE) NAME: **Parsons Brinckerhoff, Inc.**

3. YEAR ESTABLISHED: Boston Office - 1966

4. DUNS NUMBER: 07-536-9421

2b. STREET: 75 Arlington Street, 9th Floor
650 Elm Street

5. OWNERSHIP 11-8-12

a. TYPE: Publicly-Held Corporation

2c. CITY	2d. STATE	2e. ZIP CODE
Boston	MA	02116
Manchester	NH	03101

b. SMALL BUSINESS STATUS:

6a. POINT OF CONTACT NAME AND TITLE
Richard F. O'Brien, Vice President, Area Manager -- 617 426 7330
Robert D. Klimm, Manchester Office Manager -- 603 647 2012

6b. TELEPHONE NUMBER: (see 6a above)

6c. EMAIL ADDRESS: Obrien@pbworld.com
Klimm@pbworld.com

7. NAME OF FIRM (If block 2a is a branch office): Parsons Brinckerhoff, Inc.

8a. FORMER FIRM NAME(S) (If any): PB Americas, Inc.
Parsons Brinckerhoff Quade & Douglas, Inc.

8b. YR. ESTABLISHED: 1885

8c. DUNS NUMBER: 07-536-9421

9. EMPLOYEES BY DISCIPLINE

a. Function Code	b. Discipline	c. No. of Employees (1) FIRM	c. No. of Employees (2) BRANCH (B-Boston) (M – Manchester)
01	Acoustical Engineer	24	(B) 2
06	Architect	375	(B) 8
08	CADD Technician	665	(B) 17 (M) 2
12	Civil Engineer	1817	(B) 47 (M) 4
15	Construction Inspector	490	(B) 2
16	Construction Manager	470	(B) 9 (M) 1
21	Electrical Engineer	817	(B) 15
24	Environmental Scientist	430	(B) 2
27	Foundation/Geotech Eng.	229	(B) 3
30	Geologist	38	(B) 1
34	Hydrologist	46	(B) 1
42	Mechanical Engineer	975	(B) 10
47	Planner: Urban / Regional	261	(B) 3
53	Scheduler/Project Controls	89	(B) 8 (M) 1
57	Structural Engineer	726	(B) 20 (M) 4
60	Transportation Engineer	674	(B) 4 (M) 2
62	Water Resources Engineer	195	(B) 2 (M) 1
	Engineering Designers	80	(B) 2
	Econ/Financial Analysts	70	(B) 3
	Estimators	60	(B) 6
	Other Employees	5484	(B) 29 (M) 1
	Total	14,015	(B) 191 (M) 15

10. PROFILE OF FIRM'S EXPERIENCE AND ANNUAL AVERAGE REVENUE FOR LAST 5 YEARS

a. Profile Code	b. Experience	c. Revenue Index Number *(See below)*
A06	Airports; Terminals and Hangars; Freight Handling	5
B02	Bridges	6
D01	Dams (Concrete; Arch)	4
D02	Dams (Earth; Rock); Dikes; Levees	4
E02	Educational Facilities; Classrooms	4
E09	Environmental Impact Studies; Assessments or	4
G01	Garages; Vehicle Maintenance Facilities; Parking	4
H01	Harbors; Jetties; Piers, Ship Terminal Facilities	4
H04	Heating; Ventilating; Air Conditioning	3
H07	Highways; Streets; Airfield Paving; Parking Lots	8
L03	Landscape Architecture	3
P05	Planning (Community, Regional, Area wide and State)	4
P06	Planning (Site, Installation, and Project)	4
P12	Power Generation, Transmission, Distribution	5
R03	Railroad; Rapid Transit	6
S05	Soils & Geologic Studies; Foundations	5
T03	Traffic and Transportation Engineering	4
T06	Tunnels & Subways	6
W03	Water Supply; Treatment and Distribution	4

11. ANNUAL AVERAGE PROFESSIONAL SERVICES REVENUES OF FIRM FOR LAST 3 YEARS

(Insert revenue index number shown at right)

a. Federal Work	4
b. Non-Federal Work	9
c. Total Work	9

PROFESSIONAL SERVICES REVENUE INDEX BY NUMBER

1. Less than $100,000
2. $100,000 to less than $250,000
3. $250,000 to less than $500,000
4. $500,000 to less than $1 million
5. $1 million to less than $2 million
6. $2 million to less than $5 million
7. $5 million to less than $10 million
8. $10 million to less than $25 million
9. $25 million to less than $50 million
10. $50 million or greater

12. AUTHORIZED REPRESENTATIVE

The foregoing is a statement of facts.

a. SIGNATURE: Richard F. O'Brien

b. DATE: November 1, 2012

c. NAME AND TITLE: Richard F. O'Brien, Vice President, Area Manager

ACORD™

CERTIFICATE OF LIABILITY INSURANCE 10/1/2013

DATE (MM/DD/YYYY): 1/8/2013

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

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

PRODUCER: Lockton Companies, LLC-1 Kansas City
444 W. 47th Street, Suite 900
Kansas City MO 64112-1906
(816) 960-9000

CONTACT NAME:
PHONE (A/C, No, Ext): FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Liberty Insurance Corporation	42404
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED: PARSONS BRINCKERHOFF, INC.
1329744 ONE PENN PLAZA
NEW YORK NY 10119

COVERAGES PARBR02 CERTIFICATE NUMBER: 12132355 REVISION NUMBER: XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	Y	N	TB7-621-094060-022	10/1/2012	10/1/2013	EACH OCCURRENCE	$ 2,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$ 5,000
	X CONTRACTUAL LIAB						PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 5,000,000
	POLICY X PRO-JECT LOC							$
A	AUTOMOBILE LIABILITY	N	N	AS7-621-094060-032	10/1/2012	10/1/2013	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$ XXXXXXX
	X ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ XXXXXXX
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
	UMBRELLA LIAB / OCCUR			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$ XXXXXXX
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A		NOT APPLICABLE			WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	$ XXXXXXX
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ XXXXXXX
							E.L. DISEASE - POLICY LIMIT	$ XXXXXXX

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES /(Attach ACORD 101, Additional Remarks Schedule, if more space is required)
(PB #52625); I-93 SALEM0MANCHESTER; SALEM-MANCHESTER IM-IR-0931(174) 10418C (NORTHERN SECTION) (2013 CONTRACT). STATE OF NEW HAMPSHIRE IS ADDITIONALLY INSURED AS RESPECTS TO GENERAL LIABILITY, AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

12132355

NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION
JOHN O. MORTON BUILDING
7 HAZEN DRIVE
P.O. BOX 483
CONCORD NH 03302

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Bonnie J Foster

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CERTIFICATE OF LIABILITY INSURANCE 11/1/2013

DATE (MM/DD/YYYY) 1/9/2013

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

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

PRODUCER
Lockton Companies, LLC-1 Kansas City
444 W. 47th Street, Suite 900
Kansas City MO 64112-1906
(816) 960-9000

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Company	16535
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
1326709
PARSONS BRINCKERHOFF, INC.
ONE PENN PLAZA
NEW YORK NY 10119

COVERAGES PARBR02 CERTIFICATE NUMBER: 12132359 REVISION NUMBER: XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ XXXXXXX
	CLAIMS-MADE OCCUR						MED EXP (Any one person)	$ XXXXXXX
							PERSONAL & ADV INJURY	$ XXXXXXX
							GENERAL AGGREGATE	$ XXXXXXX
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ XXXXXXX
								$
	AUTOMOBILE LIABILITY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident)	$ XXXXXXX
	ANY AUTO						BODILY INJURY (Per person)	$ XXXXXXX
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ XXXXXXX
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$
	UMBRELLA LIAB / OCCUR			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$ XXXXXXX
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			NOT APPLICABLE			WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$ XXXXXXX
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ XXXXXXX
							E.L. DISEASE - POLICY LIMIT	$ XXXXXXX
A	PROFESSIONAL LIABILITY	N	N	EOC587103610	11/1/2012	11/1/2013	$2,000,000 PER CLAIM $2,000,000 AGGREGATE	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES /(Attach ACORD 101, Additional Remarks Schedule, if more space is required)
THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.
(PB #52625); I-93 SALEM0MANCHESTER; SALEM-MANCHESTER IM-IR-0931(174) 10418C (NORTHERN SECTION) (2013 CONTRACT). $75,000 DEDUCTIBLE APPLIES.

CERTIFICATE HOLDER

12132359

NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION
JOHN O. MORTON BUILDING
7 HAZEN DRIVE
P.O. BOX 483
CONCORD NH 03302

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Ronald J Foster

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SALEM-MANCHESTER
IM-IR-0931(174)
10418C
NORTHERN SECTION
(2013 CONTRACT)

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SALEM-MANCHESTER
IM-IR-0931(174)
10418C
NORTHERN SECTION
(2013 CONTRACT)

AGREEMENT
FOR PROFESSIONAL SERVICES

PREAMBLE

THIS AGREEMENT made this 7 day of Jan. in the year 2013 by and between the STATE OF NEW HAMPSHIRE, hereinafter referred to as the STATE, acting by and through its COMMISSIONER OF THE DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the COMMISSIONER, acting under Chapter 228 of the Revised Statutes Annotated, and Parsons Brinckerhoff, Inc., with place of business at 650 Elm Street, in the City of Manchester, State of New Hampshire, and One Penn Plaza, in the City of New York, State of New York, hereinafter referred to as the CONSULTANT, witnesses that

The Department of Transportation, State of New Hampshire, hereinafter referred to as the DEPARTMENT, proposes to reconstruct and widen Interstate Route I-93 from just north of the weigh stations in the Town of Windham, through the Towns of Windham, Derry, Londonderry and City of Manchester to the I-93/I-293 diverge in Manchester (approximately 12 miles).

The DEPARTMENT intends to have prepared for the project final design, contract plans, specifications, special provisions, estimates of quantities and costs, and right-of-way plans. These services are outlined in the CONSULTANT'S technical proposal dated January 23, 2012 and revised fee proposal dated October 31, 2012, which are hereby adopted by reference and considered to be part of this AGREEMENT.

This AGREEMENT becomes effective upon approval by the Governor and Council.

ARTICLE I

ARTICLE I - DESCRIPTION OF PROFESSIONAL SERVICES TO BE RENDERED

NOW THEREFORE, in consideration of the undertakings of the parties hereinafter set forth, the DEPARTMENT hereby engages the CONSULTANT, who agrees to render services to the DEPARTMENT which shall include, but not be restricted to, the following items, in accordance with conditions and terms hereinafter set forth:

A. LOCATION AND DESCRIPTION OF PROJECT

This project involves the reconstruction and widening of I-93 to accommodate four ultimate lanes of travel in each direction. The project begins in the vicinity of the existing weigh stations located approximately one (1) mile south of North Lowell Road in the Town of Windham and runs northerly approximately twelve (12) miles to the I-93/I-293 split in the City of Manchester. The above limits exclude a segment (Contract 14633F) in the Town of Londonderry, in the vicinity of Exit 5 (including the Exit 5 interchange ramps), that begins approximately 2,400 feet north of Stonehenge Road and continues northerly approximately 8,000 feet. The ultimate section will be incrementally implemented through the design and construction of an interim three-lane pavement section for a majority of the improvements. It is anticipated that the ultimate four-lane pavement section will be designed and constructed for a segment between Exit 4 and Exit 5 to accommodate the potential, future Exit 4A improvements.

This AGREEMENT is currently comprised of five (5) construction contracts described as follows:

Contract 14633B

This contract involves the widening/reconstruction of approximately 4.1 miles of Interstate 93 beginning near the Weigh Station in Windham, NH and ending approximately 350 feet south of the Kendall Pond Road underpass in Derry, NH. The work includes the widening of 4 Interstate 93 bridges and construction of a soundwall (Derryfield Road - Location 19). Traffic control is conceptually designed, and is envisioned to include phased construction NB and subsequently borrowing the NB barrel to construct the SB barrel offline.

Contracts 14633C & D

These contracts involve the widening/reconstruction of I-93 at the Exit 4 interchange. The 14633C contract involves the construction of a new 350-foot long bridge over Interstate 93. The 14633D contract involves approximately 2.9 miles of Interstate 93 beginning approximately 2,600 feet south of the Kendall Pond Road underpass in Derry, NH and ending approximately 4,000 feet north of the Ash Street overpass in Londonderry, NH including work at Exit 4 and the Ash Street overpass. The work on the Interstate includes the widening of 4 bridges. The project also includes reconstruction/ realignment of approximately 3,800 feet of NH Route 102 beginning approximately 2,000 feet west of the existing Route 102/ NB ramps intersection in Londonderry, NH and ending approximately 1,800 feet east of the intersection in Derry, NH. Other work at Exit 4 includes a new 1,400-foot long Interstate 93 northbound

off-ramp, a new 1,200-foot long Interstate 93 northbound on ramp and minor improvements, including pavement rehabilitation, to the southbound on ramps and off ramp. Work on the Ash Street overpass involves the reconstruction/realignment of approximately 2,300 feet of roadway including a new 300-foot bridge over Interstate 93. Traffic control is conceptually designed, and is envisioned to include phased construction NB and subsequently borrowing the NB barrel to construct the SB barrel offline.

Contract 14633H

This contract involves the widening/reconstruction of approximately 3.2 miles of Interstate 93 beginning approximately 3,900 feet north of NH Route 28 in Londonderry, NH and ending approximately 5,000 feet north of the Bodwell Road underpass in Manchester, NH. The work includes the widening of 7 Interstate bridges and the construction of 2 soundwalls (Newton's Meadow-Location 27 & Bodwell Road-Location 28). Traffic control is conceptually designed, and is envisioned to include phased construction for the northern section and borrowing the SB barrel, to construct the NB barrel offline, at the southerly end of the contract.

Contract 14633I

This contract involves the widening/reconstruction of approximately 2.0 miles of Interstate 93 beginning approximately 1,400 feet north of the Ash Street overpass in Londonderry; NH and ending approximately 2,400 feet north of the Stonehenge Road underpass in Londonderry, NH. The work includes the widening of 2 Interstate bridges and the construction of 2 soundwalls (Season's Lane-Location 24 and Trolley Car Lane - Location 23). Traffic control is conceptually designed, and is envisioned to include phased construction NB and subsequently borrowing the NB barrel to construct the SB barrel offline.

The above limits include estimated "overlap" lengths between adjacent contracts to account for transitions from the proposed, interim three (3)-lane pavement section to the existing two (2)-lane pavement section based upon the anticipated construction sequencing

Bridges in this project include:

I-93 Northern Segment Bridges	Contract	Type of Work	Bridge ID	Design Stage
I-93 SB over North Lowell Road	14633B	widening	20	Prel Plans
I-93 NB over North Lowell Road	14633B	widening	21	Prel Plans
I-93 NB over Fordway Extension	14633B	widening	25	Prel Plans
I-93 SB over Fordway Extension	14633B	widening	26	Prel Plans
Route 102 over I-93 NB & SB	14633C	replacement	28	Prel Plans
Ash ST / Pillsbury Rd over I-93 NB & SB	14633D	replacement	29	Prel Plans
I-93 NB over Kendall Pond Road	14633D	widening	23	Prel Plans
I-93 SB over Kendall Pond Road	14633D	widening	24	Prel Plans

I-93 NB over Beaver Brook (Culvert)	14633D	extended	22	TS&L
I-93 SB over Beaver Brook (Culvert)	14633D	extended	27	TS&L
I93 NB over Stonehenge Road	14633I	widening	30	Prel Plans
I-93 SB over Stonehenge Road	14633I	widening	31	Prel Plans
I-93 NB over Cohas Brook (Sta 1917+00) (Culvert)	14633H	extended	37	Prel Plans
I-93 NB over Bodwell Road	14633H	widening	39	Prel Plans
I-93 SB over Bodwell Road	14633H	widening	40	Prel Plans
I-93 NB over Cohas Brook (Sta. 1965+00)	14633H	widening	38	Prel Plans
I-93 SB over Cohas Brook (Culvert) (Sta. 1989+00)	14633H	(no work anticipated)	41	N/A
I-93 NB(I-293WB) over Cohas (Culvert) (Sta. 1989+00)	14633H	extended	42	TS&L
I-293 EB Ramp over Cohas Brook (Culvert) (Sta. 1989+00)	14633H	extended	43	TS&L

*Design stage status is what has been reviewed by NHDOT.

Proceeding north from the weigh stations, the I-93 northbound and southbound bridges over North Lowell Road will be widened. Box culverts for Beaver Brook will be extended. Exit 4 will be reconstructed utilizing similar overall existing interchange configuration and I-93 widening will be to the east resulting in the existing southbound on ramps (2) and southbound off-ramp infrastructure being retained. Pavement rehabilitation will be required for the SB ramps. The Exit 4 reconstruction will include approximately 0.7 of a mile of widening along NH 102 beginning at the I-93 southbound on ramp and running easterly to the Londonderry Road intersection. The NH 102 bridge over I-93 will be replaced on new alignment to the south of the existing structure. The Fordway Extension, Kendall Pond Road and Stonehenge Road bridges will be widened. The Ash Street/Pillsbury Road Bridge over I-93 will be replaced on a new alignment and will require approximately 0.4 of a mile roadway approach reconstruction.

The I-93 mainline bridges over Cohas Brook and Bodwell Road will be widened. The box culverts for Cohas Brook immediately north of the I-93 northbound diverge with westbound I-293 will require extensions or raising headwalls.

The expansion of I-93 shall take into account the potential for future mass transit opportunities, space for which will be accommodated within the median from just north of Exit 1 through Exit 5, as conceptualized in preliminary design. A minimum median width of 60 feet (w/closed drainage) and 87 feet (w/ open drainage) will be provided to accommodate future mass transit opportunities. The project

will maintain the Limited Access Right-of-Way layout along I-93 highway, interchanges, and the connecting roadways with modifications, as appropriate, to accommodate the proposed infrastructure improvements.

The project involves work to thirteen (13) bridges and six (6) major culverts. The services consist of two (2) bridge replacements, eleven (11) bridge widenings and six (6) major culvert extensions.

The project will involve design services for a total of two (2) new, signalized intersections. The signalized intersections are associated with interchange reconfigurations and intersecting road corridors as follows: Exit 4 – NH 102 at the SB Ramps and NB Ramps. The coordination of signals between successive intersections along the Route 102 corridor shall be evaluated.

This scope also includes an evaluation of Exit 4A to include:

- The slope and drain design phase submission shall include an evaluation of drainage implications to include Exit 4A in future design submissions. The submission shall include a detailed summary of the potential implications of advancing the Exit 4A design effort into later phases of the I-93 design effort.
- The mainline in the area of Exit 4A shall be designed to accommodate the full 4-lane typical section. The current layout for Exit 4A shall be considered as the final design for I-93 mainline work advances. For instance, final WQ basins shall be located to avoid major roadway features proposed for Exit 4A, whenever practicable. The slope and drain design phase submission shall include an evaluation of the implications of including a 3-lane typical section in future design submissions. The submission shall include a detailed summary of the potential implications of advancing the 3-lane typical design into later phases of the I-93 design effort.
- The evaluation discussed in 1 & 2 above shall include as a minimum two additional sets of General Plans that: 1) include a pavement layout for Exit 4A , and associated conceptual drainage design (including BMPs) to accommodate the interchange; and 2) include the 3-lane typical with associated design modifications.
- Incorporating Exit 4A design efforts and 3-lane typical design changes into design submissions beyond slope and drain phase will be considered extra work.

The scope of work includes design services for sound walls and retaining walls along the northern corridor length. The design of approximately 13,000 linear feet of sound barriers at five locations will be required. The sound barriers will consist of a combination of earth berms and barrier. In addition, approximately 1,400 linear feet of retaining walls at two locations will be designed and constructed. Furthermore, privacy fences are proposed at three (3) locations and several additional fences may be required pending future Right-of-Way involvement.

The work will involve inspection of culverts between 15-inch to 10-feet in diameter for existing

conditions through video and manual inspection. Inspections of culverts will be limited to only culverts to be extended in place for the 14633I contract. A final report shall be submitted for the inspections completed for the 14633 H contract. The work also involves design of detention basins and drainage facilities to minimize impacts to surface water quality and to provide flood storage capabilities. Pollutant loading and Construction Stormwater analyses will be required to further ensure that water quality issues are appropriately addressed. Water quality will remain a particular element of concern in the vicinity of Exit 4 (Wheeler Pond) and along Cohas Brook and Crystal Lake north of Exit 5.

The scope of work shall also include project-wide utility coordination. The CONSULTANT shall perform utility coordination, verification of facilities (as required) and resolution of conflicts in accordance with the DEPARTMENT's "Utility Accommodation Manual."

Multiple construction contracts will be required for this project. Construction sequencing and breakout recommendations will be an important service provided by the CONSULTANT. Preliminary construction contract breakout has been developed and will need further evaluation with respect to traffic control, drainage, earthwork balance, interrelationship with other construction contracts and durations, cost, corridor priorities and design plan development.

Environmental services anticipated to be required of the CONSULTANT under this Agreement include wetland boundary delineation verification, tabulation of the wetland impacts for each construction project in order to compare permitted wetland impacts to actual wetland impacts, invasive species delineation, wildlife crossing design, stream crossing impacts evaluations, sound barrier evaluations, archaeological evaluations, pollutant loading assessment and evaluation of treatment measures, construction stormwater assessments, existing and proposed contour plans with the development of perimeter control for construction (Erosion Control Plans), final design of required flood storage impacts and compensation sites evaluations, and flood mapping revisions. The DEPARTMENT will identify locations for, and perform, all Hazardous Material Investigations required to advance project design and ROW acquisition efforts. The CONSULTANT will incorporate the DEPARTMENTS hazardous material recommendations into the construction drawings and utilize information provided for potentially contaminated properties in support of Right-of-Way appraisals and acquisitions. The CONSULTANT shall provide assistance to the DEPARTMENT in the mitigation commitments for impacts to archaeological and historic resources as required by the FEIS and confirmed in the FSEIS.

Landscaping services shall include development of minor landscape plantings that may be required at the interchanges, sound wall locations, privacy fence locations, water quality treatment basins, other locations resulting in property impacts requiring the replacement of existing buffers and screening.

This project will require a significant coordination effort between and among all involved parties and require the CONSULTANT to work as part of, and in recognition of, the overall project team for the

corridor. Furthermore, the DEPARTMENT might be employing a separate Design Review Consultant firm to assist the DEPARTMENT and act as its agent for the review, management and coordination of the overall final design effort. The Design Review Consultant will function as an extension of the DEPARTMENT's staff. In addition, a separate consultant contract has been employed for the study and implementation of Intelligent Transportation Systems (ITS) technologies along the corridor. The CONSULTANT will be required to incorporate ITS elements (designed by others), in whole or in part, into the contract plans and documents for the project's design. The CONSULTANT will complete a review of the Department's proposed ITS conduit system typical details and layout to ensure accessibility, consistency and continuity along the corridor is maintained and detailed appropriately in the plan set.

The DEPARTMENT anticipates performing the geotechnical investigation for the project. In the event geotechnical assistance and services are required, the CONSULTANT shall identify geotechnical capabilities to be implemented on an as-needed basis. The required services will be addressed through supplemental contract adjustments as needed. The CONSULTANT shall provide plan updates to facilitate development of the final geotechnical reports to be generated by the DEPARTMENT.

Coordination with the individual communities will be required. The CONSULTANT shall provide assistance to the DEPARTMENT as necessary and shall coordinate with I-93 consultants under AGREEMENT, as appropriate, for team meetings to resolve project issues between crossover disciplines and other project responsibilities for the assigned design elements.

Right-of-Way procurement services including title research, appraisal, acquisition, relocation, deed writing and recording of all necessary documents to finalize the procurement of property will be required. There are approximately 79 parcels that are impacted by the project where acquisition of property rights will be required.

B. <u>SCOPE OF WORK (GENERAL)</u>

The scope of the work involves the final design and preparation of contract plans for the layout described above, presented in the FEIS, and partially developed as part of the original I-93 contract – Northern Section. The CONSULTANT shall utilize the DEPARTMENT's base mapping ground model as required to develop the final design and contract plans. The CONSULTANT shall undertake reasonable adjustments to the ground model, such as updates to individual properties due to new developments, individual home improvements, etc., as may be needed with supplemental ground survey to be done by the DEPARTMENT.

The CONSULTANT shall perform weekday AM, PM, and Saturday mid-day peak hour traffic counts at the following intersections: NH 102/I-93 NB Ramps, NH 102/ I-93 SB Ramps, NH 102/ Hampton Drive, NH 102/ Gilcrest Road., NH 102/ Orchard Road., NH 102/ McAllister Road and Winding Pond Road. The DEPARTMENT will evaluate the new counts in conjunction with the Statewide Travel Demand Model

forecast volumes, developed for the I-93 Supplemental EIS. The DEPARTMENT will subsequently provide recommendations to the Consultant for developing traffic assignments for the opening and future design year (2030). The CONSULTANT shall perform traffic analyses at the intersections listed above, and be responsible for the development of signal and signal coordination design plans for the opening-year peak-hour volumes, including, but not limited to, the method and means of interconnects between concurrent signals. The CONSULTANT shall develop AM peak, PM peak, Saturday Mid-day peak, and off peak time of day programs for the signalized intersections listed above.

Designs shall consider temporary and permanent erosion-control measures, traffic control measures, utility coordination, drainage, treatments to minimize environmental impacts, barriers for sight and sound relief, highway signage and pavement markings, lighting, and highway landscaping.

The development of the contract plans shall be structured to allow separate phased construction contracts to be administered by the DEPARTMENT. The CONSULTANT shall be aware of ongoing improvements along the I-93 corridor for major private and public projects and shall provide assistance, as needed, to provide design coordination and compatibility . This includes the proposed Exit 4A improvements (designed by others) that will require close coordination with the design of the mainline segment between Exit 4 and Exit 5. The CONSULTANT shall also incorporate improvements necessitated by development that may take place on properties adjacent to the highways.

Coordination may be required between the DEPARTMENT and the communities along the I-93 corridor with the City of Manchester, and Towns of Windham, Derry and Londonderry. The CONSULTANT shall be prepared to support such efforts as required. Responsibilities of the CONSULTANT team shall include attendance of meetings, as directed, preparing minutes reflecting meeting commitments and preparing illustrative plans and exhibits for the meetings, as directed by the DEPARTMENT.

The DEPARTMENT has processed the project through the layout and NEPA 404 process (EIS) public hearing stage. Each of the five (5) contracts was previously advanced through the Preliminary phase of Final Design, as a minimum, with approved horizontal and vertical alignments that will be used as a basis for developing the final contract plans. .

C. SCOPE OF WORK (GEOTECHNICAL)

The DEPARTMENT will provide the geotechnical investigations for the project. The CONSULTANT shall identify geotechnical capabilities to be implemented on an as-needed basis through supplemental contract adjustments.

The CONSULTANT shall provide plan updates and other information to facilitate development of the final geotechnical reports to be generated by the DEPARTMENT.

- Final geotechnical Reports are available for the following areas:

- Roadway Segments 14633B, 14633C and 14633D
- Bridge Site #37 (14633H contract)
- 14633E & 14633F (for reference purposes if required)

The information provided by the CONSULTANT includes:

- GPS coordinates, and/or station and offset location information, for proposed exploration locations that are deemed necessary to complete the final design when requested by the DEPARTMENT. The DEPARTMENT will determine when and where explorations are needed. 100 explorations are estimated for this purpose. The majority of the drilling has been completed. Explorations may be needed for previously unexplored or revised bridge locations, roadway segments, overhead sign locations, detention basins, soundwalls, retaining walls, rock cut areas, pipe jacking sites, etc.
- Delivery of 11"x17" sized plans with completed exploration locations plotted shall be provided for roadway segments and bridge locations upon request of the DEPARTMENT. Exploration symbols used shall be standard DEPARTMENT symbols for test borings, test pits, hand augers, and groundwater monitoring wells or as directed. The plans should be titled "Subsurface Exploration Plan'. Each individual plan sheet should be numbered and include the total number of pages in the plan set along with match lines for consecutive plan sheets. Location information in GPS coordinates, or station and offset format, will be provided by the DEPARTMENT. The plan sheets should include property and ROW boundaries, elevation contours, the proposed improvements and alignment, and enough existing detail to readily identify the area. The subsurface exploration plans shall be provided for the following locations:
    - 14633C, 14633I & 14633H roadway segments
    - 18 bridge sites (bridges 20 - 31, 37 – 40, 42, and 43)
    - 6 soundwalls
    - 12 Miscellaneous locations (basins, pipe jacking, retaining walls, etc.)
- Take periodic measurements of any newly installed and any previously installed groundwater monitoring wells.
- Provide paper and/or electronic copies of project plans and cross sections as needed to make geotechnical assessments and evaluations of design features.
- Cross sections at intermediate stationing intervals (e.g. 25 foot) shall be developed by the Consultant based on the DEPARTMENT provided rock lines supplied on sections at 50 foot interval stationing.

ARTICLE I

D. SCOPE OF WORK (ENVIRONMENTAL)

Design of the permanent erosion control and water-quality features and any monitoring of the groundwater table prior to and during the design of the project shall be the responsibility of the CONSULTANT. Where additional monitoring wells are required, the DEPARTMENT will be responsible for the drilling of the wells. Temporary erosion control for the project shall be designed by others during construction of the project. However, conceptual construction stormwater assessment and erosion control plans shall be completed during final design of the project (see details below). Permanent erosion and sedimentation control and water-quality features shall be shown at the Slope and Drainage plan submission with design backup calculations complete. The CONSULTANT shall furnish conceptual design calculations with Q2, Q10, Q25, Q50 flows and water quality volumes. Site locations, estimated areas and design elevations shall be proposed in detail sufficient enough to complete geotechnical investigations of each site.

In addition, the CONSULTANT shall be responsible for the following:

- Final estimates of impacts to flood storage and final design of flood storage mitigation to compensate for flood storage impacts, including the incorporation of minimization methods to further reduce impacts.
- Flood mapping revisions including the submission of a Conditional Letter of Map Revision (CLOMR) and a final Letter of Map Revision (LOMR) for the Beaver Brook crossing impacts in Derry and Londonderry.
- Design of two perennial stream crossings for fish passage issues and wildlife crossings.
- Activities associated with investigations related to identify the nature and approximate extent of soil or groundwater contamination that may be present on properties to be acquired.
- Verifying preliminary (as presented in the FEIS and the August 15, 2008 VHB Noise Barriers Northern Segment Memo) noise barrier and privacy fence designs with the latest survey, including the confirmation of the noise barrier length (at end points) and height along the entire length at five proposed wall locations. Sound analysis will be required at 5 separate locations to verify need based on requests for more information from landowners and other interested parties.
- Coordination of final design plan submissions and wetland impact accounting, as well as follow-up coordination on permit conditions. Wetland impacts accounting plans and tallies to be provided at the Slope and Drainage, PPS&E, PS&E and Mylar submissions.
- A pre vs. post-development pollutant loading assessment to be provided at the Slope and Drainage, PPS&E, PS&E and Mylar submissions. The assessment shall follow latest NHDES pollutant loading design guidance.

ARTICLE I

- Incorporation of water quality treatment measures (i.e., treatment basins and swales) into the overall project design according to the guidance provided in the NHDES AoT regulations, and the NH Stormwater Manual. NHDES BMP worksheets shall be completed and submitted as part of the Drainage Report for each construction contract.
- Development of a Construction Stormwater Analysis to address construction stormwater management during construction. This involves identifying "open" areas per construction phase, calculating the associated stormwater runoff volumes and evaluating locations for sediment removal. The evaluation is intended to be largely conceptual in nature, as the actual construction phasing may differ from the phasing anticipated during the design. Related plans shall be prepared in CADD "roll plan" format, and supplemented with Excel spreadsheets detailing the stormwater analysis and recommendations. The information will be included in the project Proposal for the Contractors' use during the bidding period.
- Preparation of Erosion Control Plans substantially conforming to (NHDES) PART Env-Wt 501.02 to include existing contours, finished grade contours and erosion control strategies for the completed project condition. The DEPARTMENT will submit the plans to NHDES for approval to address redundancies in the regulatory SWPPP reviews and monitoring during construction. The plans shall be prepared in "roll plan" and "cut sheet" format. The formal submission package to NHDES shall also include an erosion control strategy legend developed by the DEPARTMENT, drainage note sheets, traffic control phasing notes and a conceptual construction schedule. The DEPARTMENT will assist the CONSULTANT in the design of the perimeter erosion control strategies. The Erosion Control Plans will be included in the project Proposal for the Contractors' use during the bidding period.
- Complete architectural/historical documentation for the Robert Prowse Bridge as required in the Memorandum of Agreement to include:
    - structural analysis of the bridge to determine if it can be dismantled and reassembled without impacting its historical integrity. The results shall be documented in a summary report
    - cost estimate for adaptive re-use as a bridge or partial re-use.
    - Interpretive exhibit
- Complete Phase III archeological investigations, according to the "Archeological Standards and Guidelines" established by the DEPARTMENT in September, 2003 (draft) and May, 2004 (final). The work will include complete investigations for 1 native American site and 1 historical archeological site.
- Delineate invasive plant species located within the along the Northern corridor project limits using GPS technology.
    - Field work shall be appropriately timed to coordinate with growing seasons and contract advertising.

- Type I areas - Map the general areas where the plants are located on the plans.
- Type II areas - Map the specific areas where the individual plant species are located on the plans.
- Quantify, estimate and summarize the invasive control items for each of the construction contracts for the PPS&E, PS&E and Mylar submissions.
- Provide a technical memorandum to BOE listing the invasive species (Type I and Type II) within the contract area

- The CONSULTANT's plans shall include all commitments made in the 2004 FEIS and 2010 FSEIS documents to the extent practicable.

E. <u>SCOPE OF WORK (FINAL DESIGN)</u>

The scope of work proposed by this AGREEMENT includes:

1. The development of base plans by the CONSULTANT using updated ground survey and photogrammetric mapping provided by the DEPARTMENT. The CONSULTANT shall develop plans at the scale of 1" = 50', unless otherwise noted, inclusive of the local-road connections. All signal design plans shall be at a scale of 1" = 20'. Additionally, the CONSULTANT shall be prepared to produce intersection grading plans at a scale of 1" = 20' where necessary or as appropriate. All interchange crossroads shall be developed at a scale of 1" = 50'. The CONSULTANT shall be responsible for the incorporation of environmental resource mapping, and utility information, etc. All of these will be provided by the DEPARTMENT, or as noted elsewhere in this document.
2. The refinement of the alignment, grades and intersection layouts of the proposed roadway(s) as shown on the most recent designs furnished by the DEPARTMENT.
3. The preparation of designs including all plans, specifications for work not included in the current specifications of the DEPARTMENT, computations, estimates and documents for the required submissions to the DEPARTMENT and/or any other STATE agency that may be required.
4. The design and preparation of contract plans for construction of the roadway, structures, traffic control plans, construction phasing plans, layout and design of overhead sign structures (conceptual design of foundations for purposes of developing quantities with final design based on shop drawings provided by the Contractor), drainage facilities (including best management practices for permanent erosion and sedimentation control, water-quality features and stormwater detention), temporary and permanent traffic signals (including phasing, conduit, signal coordination, foundations, and other signalization items), soundwalls, retaining walls, landscaping plans and appurtenances in accordance with the policy and procedures of the DEPARTMENT and the

provisions of this AGREEMENT. The plans shall include all commitments made in the 2004 FEIS and 2010 FSEIS documents to the extent practicable.

5. The design of all permanent guide, warning and regulatory signs into the contract plans including the quantity summary sheets with guidance and assistance from the DEPARTMENT. All signing on the plans shall be closely coordinated with the location of guardrail installations, slopes, utility locations (including street lights and underground utilities) and drainage system locations to avoid conflicts and to determine which support system will be required to install the signs. The CONSULTANT will be responsible to identify all conflicts and to make necessary adjustments to highway signing. The CONSULTANT shall update the existing sign(s) from previous contracts within overlapping sections including providing photographs showing location of existing signage. The CONSULTANT shall be responsible for the design of overhead sign structure foundations, with guidance on foundation loading provided by the DEPARTMENT.
6. The incorporation into the contract plans including the quantity summary sheets of temporary guide and regulatory signs and permanent construction signing required for use with detours or construction staging, including incorporation of business signs. These signs and locations, including identifying the location of overhead sign structures, shall be shown on the Traffic Control Plans.
7. The design of signal coordination for the opening-year peak-hour volumes, as well as, developing plans showing the method and means for interconnect between adjacent signals, or as appropriate.
8. The design and incorporation of all pavement marking layout, item numbers, item description, and quantities for inclusion into each contract and appropriate summary tables within the plan sets.
9. The design of all supporting members for utilities and ITS infrastructure that traverse any bridge structure.
10. The direct coordination of utility issues, the incorporation of utility relocation, as designed by others and the review of constructability and traffic control for the contract plans. Municipal utility relocation (s) (e.g., sewer and/or water), as authorized by the DEPARTMENT, shall be included, as necessary, into the contract plans, summary sheets and estimate. Municipal utility relocation items, as incorporated into the contract plans, shall be kept separate from the highway and/or bridge items in the estimates submitted. The DEPARTMENT shall assist the CONSULTANT in establishing unit item numbers and unit prices to be used for the utility relocation.
11. Construction cost estimates for each major submission (Slope & Drainage, PPS&E, PS&E) shall be completed utilizing the DEPARTMENT'S I-93 estimate spreadsheet. This format provides a consistent basis for developing corridor estimate updates and a historical reference point for each subsequent submission. Estimates shall be submitted with a narrative explaining all major cost

changes. Corridor summaries shall be submitted on an annual basis and should include costs reflected in the most recently prepared estimate and requisite corridor summary narrative.

12. Preparation of presentation (colored) base plans at the Slope and Drainage, PPS&E and PS&E submissions.

The engineering design shall take into consideration factors affecting the cost of the construction, such as foundation problems, earthwork quantities, erosion and sedimentation control, water-quality-treatment issues, construction phasing and complexity, utilities affected, environmental, construction materials, etc. During all phases of design, the CONSULTANT shall make a continuous effort to identify and minimize impacts on existing and proposed utilities.

The CONSULTANT shall, when requested by the DEPARTMENT, render such assistance as required, including the preparation and explanation of sketches and plans for, or at, any meetings or conferences held by the DEPARTMENT. Meeting notes and conference memos shall be the responsibility of the CONSULTANT.

The CONSULTANT shall submit for review, as requested, progress prints (black line) showing grades, cross-sections, special details and general design. Paper prints shall be submitted upon request for soils studies, right-of-way use, evaluation of utility impacts, and other purposes. Preliminary existing Right-of-way abstracting plans completed to date (tax map level) will be furnished to the CONSULTANT in Microstation format. The existing right-of-way abstracting shall be verified by the CONSULTANT.

All horizontal alignment notes, including traverse-line notes furnished by the DEPARTMENT, shall be computed by the CONSULTANT to include coordinates.

Designs shall conform to the current standards, specifications, policies and guidelines enumerated in the Federal-Aid Policy Guide, Subchapter G, Part 625, or to 23 Code of Federal Regulations, Part 625 and the DEPARTMENT'S Design Manual, except as approved.

Data from survey notes shall be transcribed and plotted on base plans, profiles and cross-sections as required, if not furnished by the DEPARTMENT under Article I-G.

Visits to the site shall be made during the design to visually observe changed field conditions and, if required, additional surveys will be performed by the DEPARTMENT upon request. The DEPARTMENT will process additional survey requests to the extent necessary to ensure continuity between new and current detail model files. The CONSULTANT will be given these files and shall be responsible for the incorporation of these files into the current detail base plans and digital terrain models (DTM). The incorporation of additional survey information shall include all drafting, labeling, detailing and field checking of the detail of all survey requests.

The CONSULTANT shall adjust design plans to reflect the new as-built conditions between construction contracts including, but not limited to, horizontal and vertical alignments, typical sections, and

cross-sections. The CONSULTANT shall take into account, but not limited to, traffic control, earthwork utilization, drainage pipes (permanent and temporary) and structures between construction contracts.

The CONSULTANT shall examine which elements of design, such as horizontal and vertical alignments, typical sections, traffic control, earthwork utilization, drainage pipes and structures, as well as soils suitability, might affect aerial and underground utilities. Any conflict between design elements and utilities shall be identified and brought to the attention of the DEPARTMENT. A special effort shall be made by the CONSULTANT to modify drainage features in order to avoid conflicts with underground utilities, as may be required, during all subsequent design phases.

All plotting, drafting and calculations performed by the CONSULTANT shall be independently checked by members of the CONSULTANT'S staff other than those who performed the original work. The work of each stage submission (including quantity estimates) shall have been appropriately checked. The PS&E submission and final mylars shall have had complete final and "three-way" checking.

The CONSULTANT shall verify all computations and design calculations. The CONSULTANT shall furnish two (2) permanent, legible copies of the design calculations, suitably bound, and when directed, all study plans, work plans, alternate studies, and estimates indexed in accordance with DEPARTMENT procedures.

The CONSULTANT'S Licensed Professional Engineer stamp for the State of New Hampshire shall appear on the construction plans, reports and any other documents that will be submitted to the DEPARTMENT. Stamps shall be those of the professional engineers who prepared them or under whose direct supervisory control they were prepared.

F. <u>SCOPE OF WORK (UTILITIES)</u>

The CONSULTANT shall perform utility coordination with utility owners for the final relocation designs by utility owners (stages 3-8 detailed below). All correspondence shall conform to the DEPARTMENT's Utilities Section's format. The DEPARTMENT will provide sample electronic documents.

Description of Duties:

1. Fill out Utility Process Guide as project progresses. Copy the DEPARTMENT's Utilities Section on all correspondence. The DEPARTMENT's Utilities Section will distribute in-house copies.
2. Verification of existing facilities phase: This phase is required to verify whether there are improvements and / or additions to existing utility facilities and additional utilities that have located facilities within the project limits.
   A. Distribute plans (two (2) per utility) to utility companies for verification of existing utilities (list of utilities furnished by the DEPARTMENT) with cover letter.
   B. Review returned verification plans to confirm information requested has been provided.

C. Monitor schedules of submission returns (as outlined in the Utility Process Guide and as listed below):

a) Two weeks prior to due date of verification plans, contact the Utility owner for status report; copy the DEPARTMENT via telecom memo.

b) If needed, one week past due date contact the Utility owner for status; copy the DEPARTMENT via telecom memo.

c) If needed, two weeks past due date contact the Utility owner via written letter for status; copy the DEPARTMENT.

3. Determination of conflicts and relocation designs:

A. The CONSULTANT shall identify conflicts for each utility.

B. The CONSULTANT shall highlight all utility conflicts on two (2) sets of plans to be used as office copies.

C. The CONSULTANT shall review the Report of the Commission and Public Hearing transcript for any commitments impacting utility relocations. Such commitments shall be stated in relocation request letters.

D. The CONSULTANT shall meet with the DEPARTMENT to review the conflicts prior to sending the relocation request to the Utility owners.

E. After the meeting with the DEPARTMENT the CONSULTANT shall submit one (1) set of highlighted plans, showing all utility conflicts to the DEPARTMENT (office copy).

F. The CONSULTANT shall forward, to each Utility owner a relocation request containing a cover letter, two (2) sets of plans and cross sections with all of the conflicts corresponding to that utility highlighted. The cover letter to the Utility owners shall itemize these conflicts. Only conflicts of the appropriate Utility owners shall be highlighted on the relocation requests. In an attempt to reduce the time to obtain relocation plans, the CONSULTANT shall provide the relocation request documents to the utilities at a meeting where the conflicts can be described and conceptual relocations can be discussed. Additionally, the CONSULTANT shall meet with each utility approximately one month following the date of the relocation request to review and comment on the preliminary relocation design.

G. Upon return of the relocation design from the Utility owner the CONSULTANT will verify conflicts have been addressed in accordance to NHDOT 2010 Utility Accommodation Manual.

H. Submissions shall be monitored in accordance with 2-C above.

4. The CONSULTANT shall schedule meetings with the DEPARTMENT to review utility designed relocations as submissions are returned (after verifying that conflicts have been addressed).

5. Upon approval, of the relocation design, the CONSULTANT shall send out approval letters. This letter shall also request schedules and time frames for the construction of the relocations.
6. The CONSULTANT shall prepare the Utilities portion of the Prosecution of Work, containing Utility contacts, relocation schedules and time frames and any project specific issues that may affect the Contractor's operations.
7. The CONSULTANT shall prepare a draft of all Force Account Agreements. The DEPARTMENT will finalize and execute the Agreement.
8. The CONSULTANT shall prepare a utility certificate defining all utility impacts have been identified and the appropriate resolution.

G. <u>SCOPE OF WORK (RIGHT-OF-WAY)</u>

This work involves assisting the State in acquiring property rights and providing relocation services for the project. Final Right-of-Plans depicting project impacts shall be developed by the CONSULTANT. The CONSULTANT'S work consists of providing all Right-of-Way procurement services necessary to complete the Right-of-Way process to accomplish and meet DEPARTMENT goals and project schedules. Said services shall include any engineering, surveying, and information technologies support as may be needed.

Tasks to be included within this scope include:

- Title research and abstracting
- Existing row plan development
- Appraisal
- Acquisition
- Relocation
- Design development to support generating final ROW plans for purposes of acquiring all necessary rights.
- Right-of Way plans shall be recorded by the CONSULTANT in the appropriate County Registry in accordance with RSA 230:32 Required Filing, and 478:1a Plat Law.
- Title updates and plan revisions shall be submitted monthly along with a title abstract summary report.
- Final title abstract report shall be submitted for each parcel upon completion of acquisition.

All work shall be completed in accordance with NH State law, federal regulations and the New Hampshire Department of Transportation Right-of-Way Manual (2011). A detailed requirement of each task is listed below.

Documentation of all tasks and services required for this contract must be retained by the Consultant. . A complete copy of all records will be provided to the DEPARTMENT for each impacted parcel.

ARTICLE I

The CONSULTANT will also be required to provide estimates of project costs and completion schedules of proposed Right-of-Way work to assist the DEPARTMENT with budgeting and scheduling. The CONSULTANT shall update and submit the Department's ROW status spreadsheet on a monthly basis to reflect the current status of all known acquisitions.

1. Title Research – ROW

A Full Title Abstract or update of an existing Title Abstract will be required for each impacted property where property rights will be acquired. The DEPARTMENT will provide a preliminary title abstract report for those parcels currently on file, which shall be verified by the CONSULTANT. All property title work shall be completed in accordance with the following:

- Chapter 230 of the NH Revised Statutes Annotated "State Highways"
- NH Bar Association title Standards dated December 31, 2011
- Chapter 3 of the Department's Right-of-Way Manual
- Plat Law RSA 478:1-a

Title Abstracts shall be updated as needed and/or as requested to ensure that ownership information is accurate and up-to-date. Title updates are typically performed prior to making an offer to purchase and just prior to acquiring title through either amicable agreement or the eminent domain processes.

2. Appraisal - ROW

All appraisers performing and submitting appraisal work under this Contract shall be Certified General Appraisers in the State of New Hampshire. Appraisal work shall be completed in accordance with the following:

- The Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (Uniform Act), as amended
- Chapter 498-A of the NH Revised Statutes Annotated, i.e., "the Eminent Domain Procedure Act"
- Uniform Standards of Professional Appraisal Practice (USPAP)
- Chapter 4 of the Department's Right-of-Way Manual

In order to avoid the appearance of conflict of interest, an Appraiser hired to perform appraisals under this contract shall not be hired to conduct review of appraisals within this contract.

The New Hampshire Department of Transportation typically uses three (3) distinct appraisal reporting formats to determine the effect of the impacts to each property's value. Below is a description of these reporting formats.

a. Summary Appraisal: Valuation of the property prior to the transportation project. Typically used for properties where complete acquisition is required or requested.

b. Land Value Appraisal, LVA: A "Before and After" summary appraisal used when severance damages are not present and when there are no measurable impacts or changes in market value between the before value and after value. The DEPARTMENT relies on a pro rata analysis using the Pro Rata Policy as a guide with minimum compensation established at $500 and maximum compensation established at $20,000 per parcel where no measurable differences are evident.

LVA's can be used for condemnation purposes, however, prior to a hearing before the NH Board of Tax and Land Appeals, (NHBTLA) the appraisal must be upgraded to a full "Narrative Before and After Appraisal". Therefore, it is imperative that an adequate and complete property inspection be performed initially to collect all information required to prepare a Narrative Before and After Appraisal, if it should be needed. Narrative "Before and After" Appraisal: Complete and comprehensive "before and after" appraisal report required for condemnation purposes when a hearing will be scheduled with the NHBTLA. This type of appraisal is used when severance damages are present and/or a comparison of the "Before and After" values of the property show a reduction in value of the project's impacts.

In accordance with the "Uniform Act", all appraisals shall be independently reviewed prior to submission to NHDOT for establishing Just Compensation. Just Compensation must be established prior to an offer being made to the property owner. The appraisal review process will be performed by the CONSULTANT. All completed and reviewed appraisal reports, including "Project Land Value Studies", must be submitted to the NHDOT Right-of Way Bureau for the establishment of Just Compensation and prior to offers being made. Submissions must be made in paper hard copy and electronic PDF formats and shall include a separate copy of plans and cross sections for the parcel area. The completed and reviewed appraisal report will be analyzed by the NHDOT and Just Compensation will be established. The NHDOT will furnish a summary report establishing Just Compensation within 14 days of receipt of the appraisal report. If Just Compensation cannot be established by the NHDOT based on the noted appraisal report, the NHDOT will notify the Consultant and the Consultant shall remedy the identified problems with their appraisers. This remedy will be at no additional cost or expense to the Department.

Appraisals used for condemnation shall be updated by the appraiser to the date of taking prior to the scheduling of a hearing with the NHBTLA. LVA appraisal reports will require a full self-contained appraisal report for litigation. Self-contained appraisal reports will require an appraisal update and new date of value, based on a new inspection and research for new and current comparable data. Appraisers will be required to work with the Attorney General's office during the NHBTLA hearing process as needed. The appraiser shall be required to support the Attorney Generals Office until final settlement.

ARTICLE I

The CONSULTANT shall provide copies of all appraisal reports and reviews to the DEPARTMENT for FHWA and internal auditing requirements.

3. Acquisitions and Relocation Assistance - ROW

The CONSULTANT shall be responsible for all acquisition and relocation assistance services for any parcels assigned. Acquisition services shall include, but not be limited to, the following tasks:

a) Explaining to property owners the project's impacts to their property

b) Presenting the initial offer for acquisition of needed property rights, upon establishment of Just Compensation by NHDOT (see section 2 – Appraisal – ROW)

c) Negotiating for acquisition of needed property rights, with assistance from members of the Layout Commission

d) Preparing written Justification for Administrative Settlements

e) Drafting of Legal Documents

f) Processing and delivery of payments

g) Scheduling and coordinating the Closing and subsequent recording of documents at the appropriate County Registry of Deeds, for the transfer of title.

h) Initiating the Condemnation Process and preparing all draft documents and exhibits, in the event that a negotiated agreement can not be reached.

i) Documenting the Right-of-Way process (meetings, communications, research, etc.) in a diary format in accordance with DEPARTMENT's Right-of-Way Manual.

j) Finalizing Right-of Way plans of all property acquisitions for the entire project.

1) Purchase Plans shall be half scale paper copy, color coded in accordance with the Department's Right-of-Way Manual.

2) Registry Plans shall be recorded by the CONSULTANT at the appropriate NH County Registry of Deeds, in accordance with RSA 478:1a and RSA 230:32.

This work shall be in accordance with the following:

- The Federal Uniform Relocation Assistance And Real Property Acquisition Policies Act of 1970, (Uniform Act), as amended
- Chapter 498-A of the NH Revised Statutes Annotated, i.e., "The Eminent Domain Procedure Act"
- Chapter 124-A of the NH Revised Statutes "Relocation Assistance and Real Property Acquisition
- Chapter 478:1-a of the NH Revised Statutes "Recording of Plats"
- The NH Department of Transportation, Right-of-Way Manual, updated June 20, 2011.

ARTICLE I

When acquiring property rights for the DEPARTMENT, the CONSULTANT shall make a reasonable and "good-faith" effort to reach amicable agreement with as many property owners as possible, so as to avoid condemnation, . A "good-faith effort shall be defined as a maximum of ten (10) contacts (face-to-face meetings, phone calls, faxes, mail and/or emails) with the property owners and/or their duly appointed representative(s) within a 120 day period. In the event that the CONSULANT's good-faith effort to meet with a property owner is unsuccessful, the CONSULTANT shall request the DEPARTMENT's approval of a mailed offer. The CONSULTANT shall perform property acquisition functions in accordance with RSA 230:13 and 14 which establishes the requirement of the Layout Commission. A member of the Layout Commission shall accompany the CONSULTANT's Right-of-Way Agent when meeting with owners whose property is affected by the project. In the event that none of the Appointed Commission Members are available to attend a meeting with a property owner, the CONSULTANT shall make arrangements for a DEPARTMENT Right-of-Way Agent to attend in the Commission Members' stead.

All settlements that exceed the appraised value of the acquired property rights shall be approved by the DEPARTMENT prior to settling any final agreement with the property owner. Negotiated settlements shall be documented by the CONSULTANT's Right-of-Way Agent. Requests to approve a negotiated settlement shall be submitted by the CONSULTANT to the DEPARTMENT, in the form of an Administrative Settlement letter and accompanied by the back-up documentation. In the event that a settlement cannot be reached with a property owner, the CONSULTANT shall be responsible for initiating the condemnation process. The initiation of the condemnation process shall be pre-approved by the DEPARTMENT. The CONSULTANT shall draft the Notice of Offer and the Declaration of Taking, along with the property taking description labeled (Exhibit B) and the condemnation plan labeled (Exhibit A) in accordance with DEPARTMENT policy and formatting and shall be submitted in both electronic and hard copy format. Condemnations may be submitted at any time during the acquisition process. No more than ten condemnations shall be submitted during any 30-day period. No condemnations shall be submitted to the Department later than 100 days prior to the project advertising for construction.

The CONSULTANT shall also provide all relocation assistance service needed for all parties displaced by the projects. This shall include, but not be limited to, the coordination and processing of:

- Rent Supplement payments
- Replacement housing payments
- Moving Costs

- Closing Costs
- Increased interest payments
- Business Reestablishment payments

In addition, the CONSULTANT shall coordinate moving activities and reimbursement for the relocation of personal property items such as: business signs, fences, etc. in order to clear the right-of-way for the proposed construction activities.

All relocation assistance payments shall be approved by the DEPARTMENT prior to presentation to the displacees. Supporting documentation shall be provided to the DEPARTMENT to justify the payment being requested.

Award/payment requests under $5,000.00 take the DEPARTMENT approximately three (3) weeks to process. Awards/payments of $5,000.00 and greater require specific approval from the Governor and Executive Council and will take approximately six (6) to eight (8) weeks to process. Therefore, it is important that completion of the transaction with property owners and displacees occur as soon as possible after a check has been issued.

Upon request, the CONSULTANT will be provided with the DEPARTMENT'S mandatory templates and examples of required documents utilized in the normal day-to-day operations of the Right-of-Way process. These documents and templates will be provided in an electronic format.

4. Engineering Support Services - ROW

The CONSULTANT shall be responsible for all engineering support services as may be required to complete any project or assignment. Engineering support may be necessary at various stages of completion of the project or assignment and for a variety of reasons. These engineering support services shall include, but not be limited to, the following tasks;

- Completing engineering studies, traffic counts, estimates, preliminary designs, etc. that are required to complete appraisal and/or relocation assignments
- Surveying of properties and developing plans, plats, maps, exhibits, etc., that are required for property titles, appraisals, acquisitions, and/or relocation assignments
- Information technology support to ensure that right-of-way data, record plans, documents, valuation results, surplus property, etc., can be incorporated into the DEPARTMENT'S Right-of-Way Management System and associated software applications

DOCUMENTATION – ROW

The CONSULTANT shall document all Right-of-Way Procurement Services. This involves tracking the status of the title research, appraisal, acquisition, and relocation processes, including the development of parcel-specific and displacee-specific diaries that document all meetings, relevant information, and submission of all requests for monetary compensations/awards to be paid to property owners or displacees

affected by the proposed project. In addition, the CONSULTANT shall develop parcel folders in which to file documents and information for each impacted property or displaced party, such as all documentation relevant to the acquisition of property rights and/or relocation of personal property for each individual parcel assigned.

The CONSULTANT shall be responsible for drafting all forms and legal documents used in the acquisition process, including deeds, temporary and permanent easements, and condemnation documents, including the "Notice of Offer to Purchase" and "Declaration of Taking". Sample documents used by the DEPARTMENT will be provided upon request. Documents in draft form shall be forwarded to the DEPARTMENT in "electronic format" (Microsoft Word) for review and processing. Once deeds, easements, or other legal documents are executed by the property owners or displacees and notarized and recorded, as appropriate by the Agent, the "original document" shall be forwarded to the DEPARTMENT. A copy of all original documents shall be retained by the CONSULTANT in the parcel folder.

The CONSULTANT shall also create a final record plan for recording as required by RSA 230:32 and RSA 478:1a that depicts the property rights actually purchased for each parcel. All parcel folders, diaries, and the record plan along with a final Microstation CAD/D file shall be provided to the DEPARTMENT upon completion of the acquisition and relocation assignments and are the property of the DEPARTMENT.

H. MATERIAL FURNISHED BY THE DEPARTMENT OF TRANSPORTATION

The DEPARTMENT will furnish the following data to the CONSULTANT:

1. Electronic files in English units of the following information, in accordance with the current DEPARTMENT CAD/D Procedures and Requirements, for incorporation into the plans by the CONSULTANT.
   a. All existing survey and baseline data on disk or tape, notes and note reductions in the format outlined in the current DEPARTMENT CAD/D Procedures and Requirements. An electronic ground model will be provided, along with all existing information that can be used to create a model (ASCII point file, SDR data files, etc.).
   b. Electronic survey files processed by the DEPARTMENT of all additional surveys requested during the design process as previously described. The CONSULTANT shall be responsible for incorporation of this data into the ground-terrain model and the plans as detailed in Section E, above. This data will be provided in a format as indicated in paragraph 1.a. above.
   c. Electronic horizontal and vertical alignments for the project limits. This data will be in MX format and coordinate (x, y, z) data (ASCII) format, in accordance with the current DEPARTMENT CAD/D Procedures and Requirements.
   d. Any additional surveys of adjacent parcels, mitigation sites, wetland boundaries or other pertinent items deemed necessary and processed by the DEPARTMENT. Incorporation of this

information into the ground-terrain model and plans shall be the responsibility of the CONSULTANT.

e. Electronic drawings in Microstation format, along with reproducible sheets, of roadway typical cross-sections and other detail sheets shall be provided, when available from the DEPARTMENT'S CAD/D library, upon request by the CONSULTANT, in accordance with the current DEPARTMENT CAD/D Procedures and Requirements.

f. Electronic drawings and design files for each of the five (5) contracts, as detailed in Appendix A, reflecting the latest design information for each contract. Additionally, the DEPARTMENT will furnish electronic drawings and design files for the 14633E, 14633F, 13933G, 13933H and 13933I contracts.

g. Electronic drawings and design files for the Contract 14633B, 14633D, 14633E, 14633F and 14633I right-of-way impact plans.

h. Electronic drawings in Microstation format of the existing underground utilities, if provided to the DEPARTMENT by the utility. The CONSULTANT shall be prepared to provide an electronic copy of preliminary base plans to the DEPARTMENT for use by the utilities. The CONSULTANT shall be responsible for the incorporation and manipulation of this information (either in paper or electronic format) into the plans, in accordance with the current DEPARTMENT CAD/D Procedures and Requirements.

i. Prints of any information outlined in Article I.G.1.a. thru g. above, both existing and proposed, when available, for verification by the CONSULTANT.

2. Prints of the following information:

   a. Any additional information (e.g., abstracting, utilities, etc.) for the CONSULTANT to incorporate into the plans, in conformance with the current DEPARTMENT CAD/D Procedures and Requirements.

3. Pertinent information developed as part of the Preliminary Design/EIS and the original I-93 contract – Northern Section.

4. Prints and data-exchange files of existing conditions not previously provided to the CONSULTANT. Reduction and incorporation of this material shall be the responsibility of the CONSULTANT.

5. Electronic drawings in Microstation format of the Right-of-Way data, property lines and parcel owners established by the Department (digitized tax map level) prior to execution of this AGREEMENT, which shall be verified by the CONSULTANT.

6. Necessary geotechnical reports and pavement recommendations.

7. All required permits. The CONSULTANT shall be responsible for plans and computations for impacted areas. These plans shall provide all necessary data, area hatching (according to

DEPARTMENT standards) and detail so that these plans can be forwarded to the respective regulatory agencies as appropriate attachments for the permit applications.

8. Necessary traffic data and counts as established by DEPARTMENT's State Transportation Model.
9. Proposal for bidding and Standard Specifications for Road and Bridge Construction, plus supplemental specifications and special provisions that the DEPARTMENT currently has.
10. Plans of existing utilities obtained through direct contact with the various utility companies prior to execution of AGREEMENT.
11. The DEPARTMENT will serve on the team with the CONSULTANT in developing the detailed Traffic Control Plans. The CONSULTANT shall develop the initial Conceptual Traffic Control Plan and construction phasing. The DEPARTMENT will assist the CONSULTANT in the final design of the Traffic Control Plans as it relates to complications with concurrent work, utilities and closures. The CONSULTANT shall complete the final design and the associated quantity calculations.
12. Conceptual design and layout of highway lighting, temporary and permanent, if deemed necessary. The CONSULTANT shall be responsible for incorporating the design and layout into the project documents and for recommending adjustments required to avoid conflicts.
13. Any updates of the DEPARTMENT-supplied CAD/D information will be released to the CONSULTANT throughout the duration of the AGREEMENT, as appropriate. The DEPARTMENT shall be held harmless from any and all loss, damage, expense or liability whatsoever resulting from the use of these programs and macros or translated information. The DEPARTMENT may supply the documentation for use with these programs and macros but will not be responsible for training in their use.

I. WORK SCHEDULE AND PROGRESS REPORTS

The CONSULTANT shall begin performance of the services designated in the Contract promptly upon receipt from the DEPARTMENT of a Notice to Proceed and the material to be furnished as herein described. The CONSULTANT shall complete these services without delay unless unable to do so for causes not under the CONSULTANT'S control.

The CONSULTANT'S sequence of operation and performance of the work under the terms of this AGREEMENT shall be varied at the direction of the DEPARTMENT to give priority in critical areas so that schedules and other STATE commitments, either present or future, can be met.

The CONSULTANT shall develop an acceptable reporting system capable of indicating project status on at least a monthly basis for all critical activities of the project. Monthly progress reports shall be submitted by the CONSULTANT to the Project Manager, giving the percentage of completion of the work required by this AGREEMENT. Separate progress reports for bridge design(s) shall be required. These monthly progress reports shall be received by the DEPARTMENT by the 10th day of each month.

All correspondence shall include the STATE and Federal project numbers as well as the municipality's name.

J. SUBMISSION OF REPORTS. PLANS AND DOCUMENTS

During the prosecution of this AGREEMENT, the CONSULTANT shall prepare and submit to the DEPARTMENT separate submissions as described hereinafter.

The CONSULTANT, with each submission, shall submit a Design Report describing the "design issues" addressed in that submission. The report shall include design criteria and controls, specific items and issues of interest, design calculations (e.g. superelevation, guardrail, etc.), drainage information (including back-up calculations, pollutant loading data, and a copy of the drainage software model), traffic analyses and a construction cost estimate. In addition, the report shall include anticipated or outstanding issues and the CONSULTANT'S recommendations. All issues shall be noted as to whether the CONSULTANT feels that the issue is within the scope of work described in Article I. Meetings between the CONSULTANT and the DEPARTMENT shall be held prior to submissions to discuss design issues and recommendations.

All plan drawings, including size of sheets, lettering, symbols and scale of said drawings, shall conform to the requirements and standards of the DEPARTMENT. Any and all CAD/D-related work completed during the course of this project shall be performed in conformance with the DEPARTMENT'S CAD/D Procedures and Requirements in effect at the time of execution of this AGREEMENT. Final construction plans, final right-of-way plans, shall be submitted in waterproof ink on permanent, archival-quality, double-matte, polyester-base film (.004 in. thick) or silver-halide emulsion ("wash-off") reproduction on polyester-base film (.004 in. thick). Registry Right-of-way plans shall be submitted as required by the appropriate Registry. Final Right-of-Way Purchase Plans shall be half scale paper copies, color coded in accordance with the Departments Right-of-Way manual. Cross-section sheets shall be submitted on quality paper prints. Construction and right-of-way plans shall be submitted on 22 in. x 34 in. sheets.

In addition to the final reproducible plans being furnished as noted herein, the CONSULTANT shall provide electronic file copies of all highway and bridge project plan sheets with NH State plane coordinates, including, but not limited to, final quantity sheets, typicals and detail sheets, general plans and profiles, traffic-signal sheets, cross-sections and right-of-way plans. In addition to these plan sheets, an electronic file of the entire project's final design, or as segmented due to size, shall be submitted in an "uncut" format showing all design features in a real State plane-coordinate system unrotated. These final electronic files shall be indexed with file name, description of the contents of the file and project sheet number applicable. All files shall be submitted in conformance with the DEPARTMENT'S CAD/D Procedures and Requirements. Any plans (e.g., quantity summary sheets) produced from a spreadsheet

(e.g., Excel, or equivalent) shall be submitted in ASCII file or format suitable for incorporation into Microsoft Office or the current DEPARTMENT software. The final Special Provisions(s) and other documents, as requested, shall be submitted in both electronic format (Microsoft Word-compatible) and hard copy. The CONSULTANT shall also be prepared to submit separate electronic files of all alignments, bound locations and other project features, as requested, in a format acceptable to the DEPARTMENT, throughout the design contract, in conformance with the DEPARTMENT'S CAD/D Procedures and Requirements. The CONSULTANT shall also provide a hard copy of all proposed alignments (25-foot minimum station interval and curve control points) with associated State plane coordinates (s, y, z).

1. Roadway Design Submissions

The plan submissions for roadway design shall follow the procedures outlined below:

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b. intentionally blank

c. Slope and Drainage Plans - Roadway

Slope and Drainage Design Submittals will be required for all Construction Contracts – 14633B, 14633C, 14633D, 14633H and 14633I. A Slope and Drainage Submittal for the 14633C/D Contracts was previously provided to the Department, however this will need to be re-submitted due to changes in the project limits for the 14633C and 14633D contracts.

The submission shall consist of up to five sets of cut sheets showing slope lines, drainage-system details and drainage features, and proposed right-of-way lines, including drainage, slope and/or construction easements. In advance of the formal Slope and Drainage submission, the CONSULTANT shall submit a progress set of General plans and Profiles (roll plans or cut sheets) with horizontal and vertical alignment data for early verification by the DEPARTMENT. The Slope and Drainage plans shall include typical sections, plan views, profiles, guardrail locations, and cross-sections with complete template plotted and appropriate references on the plans relative to drainage design to assist with the review of the drainage design and the backup drainage calculations. The submission shall be supplemented with a list of utility conflicts that could not be avoided during the design. Complete Best Management Practice (BMP) designs for permanent erosion and sedimentation control features and water-quality appurtenances shall be shown accompanied by backup calculations, including a pre vs. post development pollutant loading assessment. The BMPs shall be designed in accordance with the (NHDES) CHAPTER Env-Wq 1500 ALTERATION OF TERRAIN requirements, as well as the guidance in the New Hampshire Stormwater Manual. The backup calculations shall also include a narrative, mapping and computations addressing pre-construction and post-construction (and post-development, if

applicable) drainage conditions and applicable drainage control features. Two bound drainage-computation books shall be submitted with all backup drainage calculations illustrated and referenced to each drainage appurtenance shown based on the drainage design.

At this time, a field inspection shall be held with the DEPARTMENT and indicated design changes or corrections made and incorporated into the plans for the Preliminary PS&E submission. Any indicated revisions to fit actual field conditions, including any horizontal and vertical alignment revisions found necessary during this field inspection and any resulting corrections to the right-of-way requirements, shall be made by the CONSULTANT.

Also with the Slope and Drainage submission, the CONSULTANT shall submit the Traffic Control Plans in near-final form (roll plans, as a minimum) showing temporary slopes, lane uses and widths, overhead sign structures, temporary traffic signals, including emergency pre-empt as may be necessary, temporary guardrail and barrier locations, temporary drainage, temporary easements, profiles, temporary drives, detour cross-sections and superelevations, etc. with backup calculations. Construction phasing shall be shown with narratives for each phase. The CONSULTANT shall also submit a conceptual construction schedule (in Excel format) for each contract, showing the phased construction and utility relocation time frames, for review and comment by DEPARTMENT staff. The construction schedules shall also address the interrelationship between adjacent contracts, as applicable.

The CONSULTANT shall submit a Slope and Drainage plan for each individual contract, noting the construction phasing, traffic control, temporary drainage and water-quality commitments. All temporary drainage features shall have backup calculations submitted with each contract submitted. The CONSULTANT shall show how the design plans will be adjusted to reflect the new as-built conditions between construction contracts for horizontal and vertical alignments, typical sections, and cross-sections.

At this submission, a revised study estimate shall be prepared in the I-93 corridor estimate format and submitted by the CONSULTANT based on the best information and design features shown in this submission relative to the anticipated construction including any detours or temporary widenings.

Following incorporation of the DEPARTMENT'S comments on the Slope and Drainage Submission, the CONSULTANT shall submit Wetland Impact plans showing permanent and temporary impacts for each wetland for each phased construction contract for inclusion with the wetland permit applications. These areas shall be hatched or colored according to the DEPARTMENT'S standards. Accompanying these plans, the CONSULTANT shall provide a tabulated impact summary showing wetland identification numbers, areas of fill or dredged

volumes in the temporary and permanent conditions for each construction contract and the final build-out for this project.

d. Utility Plans

Following submission and review of the Slope and Drainage submission, the CONSULTANT shall incorporate DEPARTMENT comments into the design layout and assemble the plans into a cut sheet format. The CONSULTANT shall then furnish up to five (5) sets of cut sheet plans (paper prints) of front sheet, plans, profiles, and up to five sets of cross-sections for use by the Design Services Section. This submission plan set is intended to facilitate the identification of the scope of work required by various utilities to comply with the planned construction. The plans are intended to reflect the near-final design of drainage systems with all appurtenances, erosion and sedimentation-control features, other structures, right-of-way lines (proposed permanent and temporary, and existing), curbing, pavement layout, traffic signals, slope limits, guardrail, final template plotted on cross-sections, detours and detour cross-sections, traffic control issues with construction phasing, underdrain, drive locations, sidewalks, clearing and grubbing limits, fencing requirements, building demolition and lighting and signal and ITS conduit. Also, the plans shall reflect all existing detail, existing drainage and existing utilities. The intent is to have incorporated all comments from the preliminary right-of-way plan development and the Slope and Drainage submission along with design work that has progressed. All final design notes may not be necessary, but the scope of construction shall be evident to the reviewing utilities. Copies of this plan set will be forwarded to the Design Services Section for review. Comments will be returned to the CONSULTANT to finalize the plans prior to the formal submission for relocations. The plans shall show the status of the design prior to preparation of the Preliminary PS&E submission.

e. Preliminary PS&E - Roadway

The Preliminary PS&E Design Submittal will be required for all Construction Contracts. The Preliminary PS&E submission shall consist of three to five sets of plans (paper prints) of preliminary contract drawings, draft special provisions for items for which current specifications are not available from the DEPARTMENT, and a Preliminary PS&E estimate of quantities and costs in the I-93 corridor estimate format. The plans shall include title sheet, typical sections, all plan sheets, profile sheets, curb and pavement marking layout plans, traffic signal plans, ITS infrastructure, complete traffic control plans (w/ a conceptual construction schedule) including one set of roll plans, cross-section sheets and necessary detail sheets. Also, landscaping, seeding and grading plans shall be included, if required. Quantity Summary sheets shall be submitted. All item summary boxes for drainage, clearing and grubbing, earthwork, surfacing and select materials, curbing, guardrail, sidewalks, traffic signs, construction signs and warning devices, pavement

markings, conduit and pull boxes, traffic signals, ITS components, landscaping and slope protection, bounds, fencing, delineation and witness markers and other items that are nearly complete shall be shown and note line-entries completed. Rounding and totals are not required. Items summary boxes of expected work, not listed above, shall be included and shown without line-entries completed. In developing the plans to the Preliminary PS&E stage, the DEPARTMENT will require an estimate of the quantities, expected unit costs, and total costs prepared in the form and manner prescribed by the DEPARTMENT for the Preliminary PS&E submission for each construction contract. An electronic copy of the spreadsheet shall be submitted for each estimate in a format furnished by the DEPARTMENT. Roadway items shall be kept separate from bridge items. Two bound copies of the quantity calculations shall be furnished with the estimate. The plans shall reflect all comments from the Slope and Drainage plans submission and issues that appear during final design. Two bound copies of the Design Report and two bound copies of the drainage computations book (as revised based on Slope and Drainage comments) including a pollutant loading assessment, as well as temporary drainage computations for each contract shall be submitted with the Preliminary PS&E submission.

f. PS&E - Roadway

Upon approval in writing by the DEPARTMENT of the Preliminary PS&E submission, the CONSULTANT shall proceed to prepare and submit to the DEPARTMENT for approval the PS&E submission for each construction contract, which shall consist of three complete sets of paper prints of construction plans, one bound copy of the revised quantities book, and a PS&E estimate. Special Provisions shall be submitted in electronic format (Microsoft Word-compatible) for all items not in the Standard Specifications for Road and Bridge Construction of the STATE and for which a current special provision is not available.

g. Draft Contract Plans

For each construction contract, upon approval of the foregoing in writing by the DEPARTMENT, the CONSULTANT shall proceed to prepare and submit to the DEPARTMENT for approval the Draft Contract Plan submission, which shall consist of three complete sets of paper prints of the construction plans, one bound copy of the revised quantities book, any final special provisions required and a draft final estimate of costs. These draft contract plans and documents shall reflect all comments resulting from the PS&E review.

h. Contract Plans and Consultant Documents

For each construction contract, upon approval of the foregoing in writing by the DEPARTMENT the CONSULTANT shall make the final submission of contract plans, any final special provisions required and a final estimate of costs. These final contract plans and documents shall reflect all

comments resulting from the Draft Contract Plan review. The CONSULTANT shall be prepared to incorporate all comments, furnish drafting services for omissions found and generally assist the DEPARTMENT in finalizing the contract plans. If changes are requested to be made to the CONSULTANT'S plans by the DEPARTMENT, the CONSULTANT shall be prepared to update the corresponding electronic files and submit them to the DEPARTMENT. Final acceptance of the contract plans will be made in writing for each Contract. The final contract plans submitted shall include one set of paper prints. The DEPARTMENT will perform a final review and "three-way" check . The CONSULTANT shall be prepared to incorporate all review comments into the final submission. The final submission shall include one set of paper prints and a Mylar Front Sheet with applicable Professional Engineers stamp(s). Also, all CONSULTANT backup documents shall be resubmitted to reflect the final contract plan comments and final contract plan conditions. The CONSULTANT shall also submit two bound copies of the final Design Report, Drainage Calculations and the final Quantities Books.

The final contract plans shall include:

(1) Front sheet.

(2) Typical sections of improvement.

(3) Summary-of-quantities sheets.

(4) Plan and profile sheets.

(5) Detail sheets and/or special sheets required.

(6) Cross-section sheets (shall be submitted on paper).

Each of the plan sheets shall be labeled with its corresponding electronic file name.

2. Bridge Design Submissions

The studies, design and development of the contract documents shall be progressed separately for each bridge (separate plans for each unit at site with multiple bridges) to permit construction of each bridge under a separate construction contract or as part of a larger contract including highway and/or other bridges and related works.

The plan submissions for bridge structures shall follow, in general, the "Instructions for Consulting Engineers Concerning Routine Procedures on Bridge Design Projects", prepared by the DEPARTMENT.

The content, completeness and scales for all drawings shall be as approved by the DEPARTMENT and shall be such as to portray the placement and positioning of components and surfaces and the general appearance of the structural units. Large-scale details shall be employed as directed for congested areas or connections between components.

ARTICLE I

The CONSULTANT shall perform a load-rating analysis for each bridge using the AASHTO Load Resistance Factor Rating method (LRFR), to be submitted on a form provided by the DEPARTMENT. The phases for the development of the project are as follows: The majority of the Designs are currently advanced through the Preliminary Plan stage (30% complete). (See table in Section A for more information)

TSL (Type-Span-Location) Study

Boring Layout

Preliminary PS&E Plans (80% complete)

PS&E Plans (95% complete)

Draft Contract Plans

Final Contract Plans ((100% Complete)

Each bridge will be designed using the AASHTO LRFD Design Code. The Consultant will reanalyze each bridge configuration and element (superstructure, substructure, deck, etc.) taking into account the LRFD Code. If the current design does not meet the LRFD code, a memo will be prepared by the Consultant and submitted to the DEPARTMENT with recommendations on how to proceed. Preliminary plans will not need to be resubmitted.

The Consultant will be responsible for detailing the reinforcing steel layout and for producing the reinforcing schedule.

a. <u>TSL (Type-Span-Location) Studies – **This stage is complete for most locations**</u>

As part of the TSL Study, the CONSULTANT shall prepare a conceptual pre-TSL plan sheet for use by the Value Engineering Team. The plan sheet shall depict the plan and elevation of the proposed bridge(s) at each location showing the span lengths, structural material, bridge cross-section and assumed foundation type.

The alignments and profiles developed during the preliminary design of the highway portion of the project may, after approval of the preliminary highway plans by the DEPARTMENT, contribute to determining the types of structures that ultimately will be utilized and the arrangement of the structure and its components with respect to span lengths, clearances, alignments, etc. which may affect the interface between the bridge and the highway or other features at the bridge location. These "other" features may include existing bridges, drainage facilities, buildings, streets, utilities, etc. or new structures and roadways, ramps, etc. that will be part of this project.

TSL study plans shall be prepared for each bridge showing the selected structure and shall include the plan, elevation and typical bridge section. Plans developed for the pre-TSL submission may be used if appropriate. The plan and elevation shall generally be drawn to a scale as approved by the

DEPARTMENT and shall accurately portray the location and size of the structural components, pavement and slope lines, center and grade lines, vertical and horizontal clearances, etc. The typical bridge section shall portray the components of the superstructure, materials of construction, beam spacing and locations, and dimensions of pavement, curbs, etc.

At those locations where an existing bridge is adjacent to or a second bridge is proposed, sufficient detail shall be provided for the second bridge to clearly and accurately show the relationship between the two structures.

b. Boring Layout - **This stage is complete for most locations**

Following the review and acceptance of the TSL Study Plan by the DEPARTMENT, a boring layout plan shall be prepared for each bridge, the layout being based on the approved TSL Plan. This proposed boring layout plan shall be submitted to the DEPARTMENT for approval.

The results of the subsurface explorations shall be plotted, indicating the materials encountered (by description and blow counts), water table, approximate construction elevations, etc. These subsurface data sheets shall be further developed for inclusion in the preliminary and final contract plans.

c. Preliminary Plans – Bridge - **This stage is complete for most locations**

Preliminary plans for each bridge shall be prepared following acceptance of the TSL Study plan and Boring Layout by the DEPARTMENT, the completion of the subsurface explorations and the preparation of the subsurface data sheets.

The preliminary structural designs completed, as part of the TSL phase shall be refined to incorporate the review comments, minor changes in profile and/or alignment and the results of soils investigations. Also included in this phase shall be the development of the survey plan for the bridge location, and this plan shall include the existing surface contours, boring locations, sub- and superstructure layout, slope limits and major topographical items.

The plan and elevation sheets developed in the TSL phase shall be refined as necessary (including addition of plans). Profiles shall be developed for each alignment and shall include the appropriate section of the bridge, including substructure and foundation details.

Additional items to be included are the typical approach sections for the facilities over and under the bridge and masonry elevations of the abutments showing foundation treatment and rock lines, as appropriate. These items shall become part of the final PS&E plans.

Reproducible prints of these Preliminary Plans and estimated quantities and construction costs shall be submitted for approval by the DEPARTMENT prior to progressing to final design of the bridge.

d. Preliminary PS&E - Bridge

Upon receipt of written approval of the Preliminary Plans, final design and preparation of contract plans shall be commenced. This final design shall incorporate revisions, if any, in the Preliminary Plans as approved by the DEPARTMENT.

The plan and elevation, survey plan and profiles, and boring logs as submitted for the Preliminary Plans shall be refined as necessary and become a part of the final contract plans.

Estimates of quantities shall be prepared for all materials of construction and shall be summarized for each bridge. The design shall include complete details, calculations and schedules for all reinforcing steel (i.e. reinforcing steel will be a final pay item and will not be Contractor detailed).

Upon completion of these contract plans, except for quantities and reinforcing-bar lists, copies of the plans shall be submitted to the DEPARTMENT for review and comment, the plans at this stage representing about 80% completion.

e. PS&E - Bridge

Comments resulting from the DEPARTMENT'S review of the Preliminary PS&E submission shall be incorporated into the design and contract plans. The estimate of quantities shall be completed and tabulated.

Upon completion of these contract plans, copies of the plans shall be submitted to the DEPARTMENT for review and comment, the plans at this stage representing about 95% completion.

f. Draft Contract l Plans and Final Contract Plans

Comments resulting from the DEPARTMENT'S review of the PS&E submission shall be incorporated into the design and Draft Contract Plans will be prepared.

Following review of the Draft Contract Plans, Contract Plans will be prepared and submitted to the Department. The plans at this stage representing 100% completion.

3. Right-of-Way Plans

Right-of-way plans shall consist of a separate set of plans for the purpose of negotiating, defining and recording the required right-of-way for that project. Right-of-way plans shall include the contracts that are described in Article I-A. Additionally, the CONSULTANT shall prepare final right-of-way plans and registry plans for the other contracts, as necessary.

In order to expedite right-of-way acquisitions by the CONSULTANT, it may be necessary to complete the right-of-way plans in stages, with work in some areas being accomplished very early in the project schedule. The preparation of the right-of-way plans in stages shall coincide with the limits and scope of the corresponding phased construction contract plans. Right-of-way plans shall be in imperial units.

ARTICLE I

Right-of-way purchase plans shall be submitted after the Consultant has received and incorporated the DEPARTMENT's Slope and Drainage plan comments, or as otherwise approved by the Department. The CONSULTANT shall be prepared to make corrections as required. The CONSULTANT shall be prepared to make revisions to the right-of-way plans based on design changes and the CONSULTANT'S negotiations with property owners. Acquisition and easement areas shall be calculated and summary boxes filled in.

The CONSULTANT shall be prepared to provide working (progress) right-of-way plans (plan sheets) (three sets of paper prints) prior to Slope and Drainage plan submission for each roadway contract, if requested. Where the proposed right-of-way lines have been firmly established, acquisition calculations shall be performed. Acquisition and easement calculations may be submitted in handwritten format. The purpose of this working (progress) submission is to show anticipated areas of acquisition and easements.

In the event that acquisitions are necessary in advance of completing the right-of-way plan process described above, the CONSULTANT shall be prepared to submit a working (progress) print(s) containing the parcel(s) in question. The working (progress) print(s) are intended to be construction plans showing the impacts, easements, etc., with summary boxes illustrating impacts to the parcel(s).

The Final Right-of-Way Purchase Plans and Recordable Registry Plan set shall include:

a. Front sheet
b. Standard Symbol Sheets
c. Property Layout Plan Sheets 1"=200'-scale showing existing detail, complete parcel boundaries, proposed roadway layout, parcel numbers, property owners' names and access points granted.
d. Summary Sheets
e. Geometric Layout Sheets
f. Right-of-Way plan sheets showing all impacts (temporary or permanent)

The final right-of-way purchase plans shall contain all of the sheets noted above, including a front sheet, standard symbol sheets, summary sheets, property layout sheets, geometric layout sheets and plan sheets and shall be submitted after the CONSULTANT has completed negotiations with property owners. The Consultant shall modify the final right-of-way plans to develop a separate set of plans for registry recordation by the CONSULTANT based on the guidance of RSA 478:1-a, RSA 230:32 and DEPARTMENT procedures. The final mylars (as described previously) of the final right-of-way plans and a copy of the registry plans shall be submitted with the mylars of the Contract Plans submission.

ARTICLE I

K SCOPE OF WORK (CONSTRUCTION SUPPORT SERVICES)

The CONSULTANT shall render construction support services to the DEPARTMENT, as follows:

1. Construction

   If and when required by the DEPARTMENT during the construction of the project, the CONSULTANT shall:

   a. At the CONSULTANT'S sole expense, correct and resolve errors and/or omissions, due to the CONSULTANT'S own negligence, within the contract plans and specifications found during construction.

   b. Render interpretations, as necessary, of the contract plans and specifications and submit recommendations for necessary modifications in either or both and, upon approval of recommendations by the DEPARTMENT, revise the contract plans and specifications to cover same and prepare other detailed drawings as may be needed to supplement the contract plans in order to permit the proper completion of the project. This work effort, if required, will be viewed as additional services, subject to an adjustment in the fee.

2. Shop Drawings

   The CONSULTANT shall:

   a. Review, check and approve all working drawings prepared by others including the construction contractors or their subcontractors subject to the provisions of Section 105 for the purpose of checking for conformance with the information given and the design concept expressed in the Contract documents. Only that work designed by the DEPARTMENT will be excluded from this requirement.

   b. Design and prepare drawings for the substructure elements required for overhead sign structures. The Contractor shall submit fabrication plans and design parameters for overhead sign structures, which, in combination with soils information obtained by the DEPARTMENT, shall be used by the CONSULTANT to develop the designs and drawings for substructure elements.

3. Signal Coordination

   The CONSULTANT shall:

   a. Be available to support their design and assist with final timing and phase settings of traffic signal equipment.

L DATE OF COMPLETION

The intermediate date of completion for the final design services rendered under this AGREEMENT is October 31, 2015. The final date of completion for all services rendered under this AGREEMENT, including Construction Support and Right-of-Way Acquisition, is February 28, 2018.

ARTICLE II

ARTICLE II - FIRM FIXED PRICE LINE ITEM COMPENSATION OF CONSULTANT

A. GENERAL FEE

In consideration of the terms and obligations of this AGREEMENT, the STATE, through the DEPARTMENT, hereby agrees to pay and the CONSULTANT agrees to accept as full compensation for all services rendered to the satisfaction of the DEPARTMENT under this AGREEMENT, except as otherwise herein provided, the firm-fixed-price for each element of work upon completion of that element of work as set forth below:

Item	Element of Work Description	Quantity	Unit Price	Total
1	Final Design of Roadways	1	$3,430,028.55	$3,430,028.55
2	Final Design of Bridges	1	$2,458,665.47	$2,458,665.47
3	Right of Way - Base Acquisition Services	85	$15,471.00	$1,315,035.00
4	Right of Way - Business/Residential Relocations	6	$5,433.12	$32,598.72
5	Right of Way - Self-Contained Appraisal Updates	9	$6,000.00	$54,000.00
6	Right of Way - Appraisal Report Updates	8	$2,000.00	$16,000.00
7	Right of Way - Expert Testimony	17	$4,000.00	$ 68,000.00
8	Project-Wide Services	1	$274,110.80	$274,110.80
9	Right of Way Plans (Preliminary, Purchase & Registry)	1	$404,642.14	$404,642.14
10	Right of Way Plans – Exit 5 (E & F contracts)	1	$10,778.48	$10,778.48
11	Wetland Impact Plans	1	$127,051.37	$127,051.37
12	Construction Stormwater Analysis	1	$138,708.36	$138,708.36
13	Erosion Control Plans	1	$129,628.32	$129,628.32
14	Exit 4A Evaluation	1	$94,676.44	$94,676.44
15	Soundwall evaluation by request	2	$5,794.88	$11,589.76
16	Community Coordination meetings	4	$2,259.13	$9,036.52
17	Beaver Brook CLOMR/LOMR	1	$33,032.02	$33,032.02
18	Phase 1B Archaeological Assessment – Dickey Plains	1	$6,046.00	$6,046.00
19	Phase III Archaeological Assessment – Corthell Homestead	1	$140,500.00	$140,500.00
20	Prowse Bridge Historical Documentation/Exhibit	1	$69,265.89	$69,265.89
21	Construction Services - bridge replacement	2	$26,387.55	$52,775.10
22	Construction Services - bridge widening	13	$8,643.41	$112,364.33
23	Construction Services - Culvert	3	$9,061.35	$27,184.05
24	Construction Services - Roadway	1	$149,979.29	$149,979.29
25	Closeout Services by Construction Contract	5	$10,871.49	$54,357.45
26	Direct Expenses - Travel	1	$13,885.00	$13,885.00
27	Direct Expenses - Other	1	$124,965.00	$124,965.00
		Total Compensation		**$9,358,904.06**

Said total shall be considered full compensation for the work described in this AGREEMENT. This total sum may be exceeded only when there is a substantial change in the scope or character of the work and by prior negotiation of a formal amendment to the AGREEMENT, which shall have the concurrence of the Federal

Highway Administration, United States Department of Transportation. Any additional fee for revisions or other services shall be as specified in Section C below.

Substantial reductions in the scope or character of work, which may become desirable or necessary as the work progresses, may require a reduction in the total compensation through negotiation.

The CONSULTANT shall maintain adequate cost records for all work performed under this AGREEMENT. All records and other evidence pertaining to cost incurred shall be made available at all reasonable times during the contract period and for three (3) years from the date of final voucher payment and closure of all pending matters for examination by the STATE, Federal Highway Administration or other authorized representatives of the Federal Government, and copies thereof shall be furnished if requested.

B. SUBCONSULTANTS

The current list of subconsultants providing services under this AGREEMENT are as follows:

CHA Consulting, Inc.

CLD Engineers, Inc.

O.R. Colan Associates, Inc

The Smart Associates, Inc

Independent Archeological Consulting, LLC

The Preservation Company

Changes to this list (additions/deletions) shall be in accordance with Article IV, Section G.

The Department shall have the right, at the time of audit, to review on this project including auditing of subconsultants that received total payments in excess of $200,000.00, the DEPARTMENT'S audit threshold. If, in the opinion of the DEPARTMENT, such payment is not eligible, the CONSULTANT shall be required to justify such payment before they will be approved as direct or indirect cost.

C. ADDITIONAL FEE FOR REVISIONS OR ADDITIONAL SERVICES

If the CONSULTANT performs services for revisions of the plans or other services under the provisions of Article IV, Section D , or the first paragraph of Article IV, Section E, and depending upon how well the scope of work can be defined, it shall be paid as its total fee for such services either the actual cost plus fixed fee for profit and other non-reimbursed costs or a lump sum fee negotiated by the CONSULTANT and the DEPARTMENT. Form and fee of such payment shall be determined prior to performance of such services.

If the CONSULTANT performs additional design services under the provisions of the second paragraph of Article IV, Section E, it shall be paid as its total fee for such services a lump sum fee negotiated by the CONSULTANT and the DEPARTMENT.

ARTICLE II

D. SCHEDULE OF PAYMENTS

Payments on account for the fee for services rendered under this AGREEMENT shall be made as follows:

1. Monthly payments on account may be made upon written request of the CONSULTANT, based on satisfactory evidence of actual completion of work performed at the time of the payment, except that the total of such payments shall not exceed the percentages enumerated below at the indicated stages. An individual construction contract's proportional part of the firm fixed price for the element of work shall be determined by the ratio of the estimated design cost for the construction contract to the price for the element of work, based on the CONSULTANT's latest approved estimates.

   A. Final Design of Roadways:

      (1) An amount equal to **27%** of one or more of the total number of proposed construction contract's proportional part/parts of the firm fixed price for Final Design of Roadways stipulated under Article II, Section A (less previous payments), until the Slope & Drain Submission(s) is approved.

      (2) An amount equal to **30%** of one or more of the proposed construction contract's proportional part/parts of the firm fixed price for Final Design of Roadways stipulated under Article II, Section A (less previous payments), until the Utility Plan Submission(s) is approved.

      (3) An amount equal to **63%** of one or more of the proposed construction contract's proportional part/parts of the firm fixed price for Final Design of Roadways stipulated under Article II, Section A (less previous payments), until the Preliminary PS&E Submission(s) is approved.

      (4) An amount equal to **87%** of one or more of the proposed construction contract's proportional part/parts of the firm fixed price for Final Design of Roadways stipulated under Article II, Section A (less previous payments), until the PS&E Submission is approved.

      (5) An amount equal to **100%** of one or more of the proposed construction contract's proportional part/parts of the firm fixed price for Final Design of Roadways stipulated under Article II, Section A (less previous payments), until the is Contract Plan Submission(s) is approved.

   B. Final Design of Bridges will be paid on a percent complete basis by structure according to the schedules below.

Preliminary Plans	**7%**
Preliminary PS&E	**55%**
PS&E	**88%**
Contract Plans	**100%**

      (1) An amount equal to the percentage detailed above for one or more of the total number of proposed bridges of construction contract's proportional part/parts of the firm fixed price for Final Design of Bridges, stipulated under Article II, Section A (less previous payments), until the

Contract Plan submission(s) is approved. An individual bridge proportional part of the firm fixed price shall be determined by the ratio of the estimated cost of design of the individual bridges to the firm fixed price, based on the CONSULTANT'S latest approved estimates.

C. ROW Plans - An amount equal to the following percentages for one or more of the proposed construction contract's proportional part/parts of the firm fixed price for Right-of-Way Plans (Preliminary, Purchase and Registry) stipulated under Article II, Section A (less previous payments), until the Right-of-Way Plan Submission(s) is approved.

Preliminary Plan submission	**35%**
Purchase Plan submission	**76%**
Registry Plan submission	**100%**

2. ROW Acquisition – will be paid on percent complete basis by parcel. Each parcel is considered to be 1 unit. All units receive equal payments.

   a) **50%** of the unit total upon successful completion and acceptance of the appraisal by the NHDOT

   b) **50%** of the unit total upon acquisition and recording

   No compensation shall be made for additional parcel acquisitions above the total quantity included in Article II Section A GENERAL FEE – Right of Way Acquisitions element.

   c) Appraisal Updates - **100%** of the fixed line item compensation total will be paid upon successful completion and acceptance of the appraisal update ordered for condemnation proceedings.

   d) Expert Testimony - **100%** of the fixed line item compensation total will be paid upon completion of expert witness testimony duties for condemnation proceedings. Each unit equates to a single parcel.

3. Construction Services – Roadway – Task assignments will be negotiated on a case-by-case basis as a lump sum per task.

4. Credit To STATE For Reduced Services – Should costs for travel related direct expenses under run the total detailed in Article I, Section A – Direct Expenses – Travel, the unpaid balance shall be credited to the STATE by a DEPARTMENT issued change order.

5. Payments on account of additional fees for revisions or additional services specified in Section B above shall be made as due upon receipt by the DEPARTMENT from the CONSULTANT of its bill, with the required substantiating data.

6. Reimbursement for direct expenses, including work performed by other parties, such as contract labor borings, laboratory tests, field survey, special electronic computer services, services of other specialists, printing, photogrammetry, traffic counts, reproductions and travel not included in normal overhead expenses. The reimbursable costs for mileage and for per diem (lodging and meals) shall be that allowed by the CONSULTANT'S established policy but shall not exceed that allowed in the Federal Acquisition

Regulations (Subpart 31.205-46) and in the Federal Travel Regulations. Mileage and per diem costs shall be subject to approval by the DEPARTMENT.

All costs as described in the foregoing paragraphs are to be determined by actual records kept during the term of the AGREEMENT, which are subject to audit by the STATE and Federal Governments. The final payment and all partial payments made may be adjusted to conform to this final audit. In no case will any adjustments exceed the total amount to be paid shown in Article II, Section A. All Subconsultant costs may also be subject to audit by the STATE and Federal Governments.

ARTICLE III

ARTICLE III - GENERAL PROVISIONS

A. HEARINGS, ETC.

The DEPARTMENT will make all arrangements for and hold all necessary hearings in connection with the project, including recording and filing of surveys and plats, enter into all necessary agreements with railroads, public utilities, municipalities, agencies of the Federal Government or others, and make orders of takings and financial settlements with owners of properties affected.

B. CONTRACT PROPOSALS

After the CONSULTANT has furnished to the DEPARTMENT contract drawings, special provisions, specifications, and estimate of quantities and unit cost by items, the DEPARTMENT will prepare the documents for receipt of proposals from construction contractors and for execution of a construction contract or contracts.

ARTICLE IV

ARTICLE IV - STANDARD PROVISIONS

A. STANDARD SPECIFICATIONS

The CONSULTANT agrees to follow the provisions of the Design Manuals, Standard Specifications for Road and Bridge Construction, and Standard Plans for Road and Bridge Construction of the DEPARTMENT; A Policy on Geometric Design of Highways and Streets and LRFD Bridge Design Specifications of the American Association of State Highway and Transportation Officials (AASHTO), and amendments thereto, and/or other professional codes or standards applicable to the services to be performed under this AGREEMENT. When a publication (including interim publications) is specified, it refers to the most recent date of issue in effect at the time of execution of this AGREEMENT.

B. REVIEW BY STATE AND FHWA - CONFERENCES - INSPECTIONS

It is mutually agreed that all portions of the work covered by this AGREEMENT shall be subject to the inspection of duly-authorized representatives of the STATE and Federal Highway Administration, United States Department of Transportation, at such time or times as the STATE or Federal Highway Administration deems appropriate.

The location of the office where the work will be available for inspection by STATE and Federal Highway Administration representatives is 650 Elm Street, Manchester, New Hampshire.

It is further mutually agreed that any party, including the duly-authorized representatives of the Federal Highway Administration, may request and obtain conferences, visits to the site, and inspection of the work at any reasonable time.

C. EXTENT OF CONTRACT

1. Contingent Nature of AGREEMENT

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

2. Termination

   The DEPARTMENT shall have the right at any time, and for any cause, to terminate the work required of the CONSULTANT by this AGREEMENT, by written notice of such termination provided to the CONSULTANT by the DEPARTMENT, and, in the event of such a termination of this AGREEMENT, without fault on the part of the CONSULTANT, the CONSULTANT shall be entitled to compensation for all work theretofore satisfactorily performed, pursuant to this AGREEMENT, such compensation to be fixed, insofar as possible, based upon the work performed prior to termination. If no contract or contracts for construction of the project

contemplated by this AGREEMENT is (are) entered into within two (2) years after satisfactory completion of the services outlined in Article I, all of the services contemplated by this AGREEMENT shall be deemed to have been completed. It shall be a breach of this AGREEMENT if the CONSULTANT shall fail to render timely the services required under this AGREEMENT, in accordance with sound professional principles and practices, to the reasonable satisfaction of the DEPARTMENT, or shall be in such financial condition as to be unable to pay its just debts as they accrue, or shall make an assignment for the benefit of creditors, or shall be involved in any proceeding, voluntary or involuntary, resulting in the appointment of a receiver or trustee over its affairs, or shall become dissolved for any cause. In the event of the happening of any one or more of the foregoing contingencies, or upon the substantial breach of any other provisions of this AGREEMENT by the CONSULTANT, its officers, agents, employee, and subconsultants, the DEPARTMENT shall have the absolute right and option to terminate this AGREEMENT forthwith, and, in addition, may have and maintain any legal or equitable remedy against the CONSULTANT for its loss and damages resulting from such breach or breaches of this AGREEMENT; provided, however, that as to all plans, drawings, tracings, estimates, specifications, reports, proposals, sketches, diagrams and calculations, together with all material and data theretofore furnished to the DEPARTMENT by the CONSULTANT, of a satisfactory nature in accordance with this AGREEMENT, which plans, drawings, tracings, etc., are of use to the DEPARTMENT, the CONSULTANT shall be entitled to a credit, based on the contract rate for the work so performed in a satisfactory manner and of use and benefit to the DEPARTMENT.

D. <u>REVISIONS TO REPORTS, PLANS OR DOCUMENTS</u>

The CONSULTANT shall perform such additional work as may be necessary to correct errors in the work required under the AGREEMENT, caused by errors and omissions by the CONSULTANT, without undue delays and without additional cost to the DEPARTMENT.

Furthermore, prior to final approval of plans, specifications, estimates, reports or documents by the DEPARTMENT, the CONSULTANT shall make such revisions of them as directed by the DEPARTMENT, without additional compensation therefore except as hereinafter provided:

1. If, after its written approval thereof, the DEPARTMENT shall require changes to the plans or documents that revise engineering or other factors specifically approved, thereby necessitating revisions of the contract plans or documents, or,
2. When applicable, if during the term of this AGREEMENT, a revision of the alignment is ordered to the extent that the revised alignment will lie completely or partially outside the limit of the

survey data plotted by the CONSULTANT (this does not apply to those adjustments and refinements to the alignments anticipated under the scope of work), or,

3. If, after approval by the DEPARTMENT of the final contract plans or documents, the CONSULTANT shall be ordered in writing by the DEPARTMENT to make revisions, or to perform services other than those necessary in order to adapt said plans, reports or documents to conditions observed during field inspections and encountered during construction; the CONSULTANT shall be entitled to compensation therefore in accordance with Article II, Section B, such compensation to be in addition to the fee specified in Article II, Section A, for its original work on the plans, reports or documents.

E. <u>ADDITIONAL SERVICES</u>

If, during the term of this AGREEMENT, additional professional services are required due to a revision in the limits of the project, or it becomes necessary to perform services not anticipated during negotiation, the DEPARTMENT may, in writing, order the CONSULTANT to perform such services, and the CONSULTANT shall be paid a fee in accordance with the provisions of Article II, Section B.

If, during the term of this AGREEMENT, additional professional services are performed by the CONSULTANT due to the fact that data furnished by the DEPARTMENT are not usable or applicable, the STATE will, upon written approval of the DEPARTMENT, reimburse the CONSULTANT for such additional design services in accordance with the provisions of Article II, Section B.

If additional services are performed by the CONSULTANT through its own acts, which are not usable or applicable to this project, the cost of such additional services shall not be reimbursable.

F. <u>OWNERSHIP OF PLANS</u>

All data, plans, drawings, tracings, estimates, specifications, proposals, sketches, diagrams, calculations, reports or other documents collected, prepared, or undertaken either manually or electronically by the CONSULTANT, under the provisions of this AGREEMENT, immediately shall become the property of the DEPARTMENT, and, when completed, shall bear the CONSULTANT'S endorsement. The CONSULTANT shall surrender to the DEPARTMENT, upon demand at any time, or submit to its inspection, any data, plan, drawing, tracing, estimate, specification, proposal, sketch, diagram, calculation, report or document which shall have been collected, prepared, or undertaken by the CONSULTANT, pursuant to this AGREEMENT, or shall have been hitherto furnished to the CONSULTANT by the DEPARTMENT. The CONSULTANT shall have the right, with the written approval of the DEPARTMENT, to use any of the data prepared by it and hitherto delivered to the DEPARTMENT at any later stage of the project contemplated by this AGREEMENT.

ARTICLE IV

G. SUBLETTING

The CONSULTANT shall not sublet, assign or transfer any part of the CONSULTANT'S services or obligations under this AGREEMENT without the prior approval and written consent of the DEPARTMENT.

All subcontracts shall be in writing and those exceeding $10,000 shall contain all provisions of this AGREEMENT, including "Certification of CONSULTANT/Subconsultant". For subconsultants working on wetland evaluations, mapping, noise studies and air-quality studies, the minimum limits of their professional liability (errors and omissions) insurance coverage shall be not less than $1,500,000 in the aggregate. If coverage is claims made, the period to report claims shall extend for not less than three years from the date of substantial completion of the construction contract. No retention (deductible) shall be more than $25,000. A copy of each subcontract shall be submitted for the DEPARTMENT'S files.

H. GENERAL COMPLIANCE WITH LAWS, ETC.

The CONSULTANT shall comply with all Federal, STATE and local laws, and ordinances applicable to any of the work involved in this AGREEMENT and shall conform to the requirements and standards of STATE, municipal, railroad and utility agencies whose facilities and services may be affected by the construction of this project. The services shall be performed so as to cause minimum interruption to said facilities and services.

I. BROKERAGE

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the STATE shall have the right to annul this Contract without liability, or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

J. CONTRACTUAL RELATIONS

1. Independent Contractor

The CONSULTANT agrees that its relation to the STATE is as an independent contractor and not as an agent or employee of the STATE.

2. Claims and Indemnification

   a. Non-Professional Liability Indemnification

ARTICLE IV

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

b. Professional Liability Indemnification

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

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

3. Insurance

a. Required Coverage

The CONSULTANT shall, at its sole expense, obtain and maintain in force the following insurance:

D. Commercial or comprehensive general liability insurance including contractual coverage, for all claims of bodily injury, death or property damage, in policy amounts of not less than $250,000 per occurrence and $2,000,000 in the aggregate (STATE to be named as an additional insured); and

E. comprehensive automobile liability insurance covering all motor vehicles, including owned, hired, borrowed and non-owned vehicles, for all claims of bodily injury, death or property damage, in policy amounts of not less than $500,000 combined single limit; and

F. professional liability (errors and omissions) insurance coverage of not less than $2,000,000 in the aggregate. If coverage is claims made, the period to report claims shall extend for not less than three years from the date of substantial completion of the construction contract. No retention (deductible) shall be more than $75,000; and

G. workers' compensation and employer's liability insurance as required by law.

b. Proof of Insurance

The policies described in paragraph (a) of this section and Section G shall be in the standard form employed in the STATE, issued by underwriters licensed or approved by the

Department of Insurance of the STATE. Each policy shall contain a clause prohibiting cancellation or modifications of the policy earlier than 30 days, or 10 days in cases of non-payment of premium, after written notice thereof has been received by the STATE. The CONSULTANT shall provide to the STATE a certificate of insurance evidencing the required coverages, retention (deductible) and cancellation clause prior to submittal of the AGREEMENT to Governor and Council for approval and shall have a continuing duty to provide new certificates of insurance as the policies are amended or renewed.

4. No Third-Party Rights

It is not intended by any of the provisions of the AGREEMENT to make the public or any member thereof a third-party beneficiary of the AGREEMENT, or to authorize anyone not a party to this AGREEMENT to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Contract. The duties, obligations and responsibilities of the parties to this AGREEMENT with respect to third parties shall remain as imposed by law. No portion of this AGREEMENT shall be understood to be a waiver of the STATE'S sovereign immunity.

5. Construction of AGREEMENT

This AGREEMENT is executed in a number of counterparts, each of which is an original and constitutes the entire AGREEMENT between the parties. This AGREEMENT shall be construed according to the laws of the STATE.

K. AGREEMENT MODIFICATION

The assignment of the CONSULTANT, generally established by the scope of work in this AGREEMENT, shall not be modified in any way without prior approval of the Governor and Council.

L. EXTENSION OF COMPLETION DATE(S)

If, during the course of the work, the CONSULTANT anticipates that he cannot comply with one or more of the completion dates specified in this AGREEMENT, it shall be the CONSULTANT'S responsibility to notify the DEPARTMENT in writing at least ninety (90) days prior to the completion date(s) in question. The CONSULTANT shall state the reasons that a completion date(s) cannot be met and request a revised date(s) for consideration by the DEPARTMENT.

M. TITLE VI (NONDISCRIMINATION OF FEDERALLY-ASSISTED PROGRAMS) COMPLIANCE

During the performance of this AGREEMENT, the CONSULTANT, for itself, its assignees and successors in interest agrees as follows:

(1) Compliance with Regulations: The CONSULTANT shall comply with Title VI of the Civil Rights Act of 1964 regulations relative to nondiscrimination in federally-assisted programs of the

DEPARTMENT, such regulations entitled Title 49 Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the REGULATIONS), and which are herein incorporated by reference and made a part of this AGREEMENT.

(2) Nondiscrimination: The CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, religion, age, sex, handicap, sexual orientation, or national origin in the selection and retention of subconsultants, including procurements of materials and leases of equipment specific to this project. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.

(3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment specific to the project, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this AGREEMENT and the REGULATIONS relative to nondiscrimination on the grounds of race, color, religion, age, sex, handicap, sexual orientation, or national origin.

(4) Information and Reports: The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the DEPARTMENT or the Federal Highway Administration to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the DEPARTMENT or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the CONSULTANT'S noncompliance with nondiscrimination provisions of this AGREEMENT, the DEPARTMENT shall impose sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

(a) withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies; and/or

(b) cancellation, termination or suspension of the AGREEMENT, in whole or in part.

(6) The CONSULTANT shall take such action with respect to any subcontract or procurement as the DEPARTMENT or the Federal Highway Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance, provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the CONSULTANT may request the DEPARTMENT to enter into such litigation to protect the interests of the STATE, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.

(7) 23 CFR 710.405(b) and Executive Order 11246 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented in Department of Labor REGULATIONS (41 CFR Part 60), shall be applicable to this AGREEMENT and any subagreements hereunder.

(8) Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (7) in every subcontract, including procurements of materials and leases of equipment specific to the project, unless exempt by the REGULATIONS, or directives issued pursuant thereto.

In accordance with EXECUTIVE ORDER 11246, the DEPARTMENT has the authority and responsibility to notify the Office of Federal Contract Compliance Programs of the United States Department of Labor if they become aware of any possible violations of Executive Order 11246 and 41 CFR Part 60. The Office of Federal Contract Compliance Programs is solely responsible for determining compliance with Executive Order 11246 and 41 CFR Part 60 and the CONSULTANT should contact them regarding related compliance issues.

N. DISADVANTAGED BUSINESS ENTERPRISE POLICY AGREEMENT REQUIREMENTS

1. Policy. It is the policy of the United States Department of Transportation (USDOT) to ensure nondiscriminatory opportunity for Disadvantaged Business Enterprises (DBE's), as defined in 49 Code of Federal Regulations (CFR) Part 26, to participate in the performance of agreements and any subagreements financed in whole or in part with Federal funds. Consequently, the DBE requirements of 49 CFR Part 26 apply to this AGREEMENT.
2. Disadvantaged Business Enterprise (DBE) Obligation. The STATE and its Consultants agree to ensure nondiscriminatory opportunity for disadvantaged business enterprises, as defined in 49 CFR Part 26, to participate in the performance of agreements and any subagreements financed in whole or in part with Federal funds. In this regard, the STATE and its Consultants shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the opportunity to compete for and perform work specified in the

agreements. The STATE and its Consultants shall not discriminate on the basis of race, color, , religion, age, sex, handicap, sexual orientation, or national origin in the award and performance of agreements financed in whole or in part with Federal funds.

3. Sanctions for Non-Compliance. The CONSULTANT is hereby advised that failure of the CONSULTANT, or any Subconsultant performing work under this AGREEMENT, to carry out the requirements set forth in paragraphs 1 and 2 above shall constitute a breach of agreement and, after the notification of the United States Department of Transportation, may result in termination of this AGREEMENT by the STATE or such remedy as the STATE deems appropriate.

O. DOCUMENTATION

The CONSULTANT shall document the results of the work to the satisfaction of the DEPARTMENT and the Federal Highway Administration. This shall include preparation of progress reports, plans, specifications and estimates and similar evidences of attainment of objectives called for in this AGREEMENT.

P. CLEAN AIR AND WATER ACTS

If the amount of the AGREEMENT or subcontract thereunder exceeds $100,000, the CONSULTANT or subconsultant shall comply with applicable standards, orders or requirements issued under Section 306 of the Federal Clean Air Act (43 U.S.C. 1857(h), Section 508 of the Federal Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15), which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating Facilities. The CONSULTANT or subconsultant shall report violations to the FHWA and to the U. S. Environmental Protection Agency Assistant Administrator for Enforcement (EN-329).

Attachment 1

CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS

The CONSULTANT Parsons Brinckerhoff, Inc., proposed subconsultant ____, hereby certifies that it has ✓, has not ____, participated in a previous contract or subcontract subject to the equal opportunity clause, as required by Executive Order 11246 and that it has ✓, has not ____, filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filing requirements.

Parsons Brinckerhoff, Inc.
(Company)

By: [signature]

Sr. Vice President
(Title)

Date: 1/31/13

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1), and must be submitted by consultants and proposed subconsultants only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts that are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally, only contracts or subcontracts of $10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime consultants and subconsultants who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such consultant submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

(Revised: June, 1980) **NOTE:** TO BE COMPLETED BY CONSULTANT WHEN SIGNING AGREEMENT.

Attachment 2

CONSULTANT DISCLOSURE STATEMENT
FOR PREPARATION OF
ENVIRONMENTAL EVALUATIONS

I hereby affirm that I have read and reviewed the Council on Environmental Quality (CEQ) regulation [40 CFR 1506.5(C)] and related guidance issued by CEQ and that pursuant thereto this firm has no financial or other interest in the outcome of this project.

I further hereby affirm that the information provided herein is true and correct and acknowledge that any knowingly false statement or false representation as to any material part contained herein may subject me to a fine and/or imprisonment, pursuant to pertinent provisions of the United States Code.

1/7/13
(Date)

(Signature)

Attachment 3

CERTIFICATION OF CONSULTANT/SUBCONSULTANT

I hereby certify that I am the Sr. Vice President and duly-authorized representative of the firm of Parsons Brinckerhoff, Inc, and that neither I nor the above firm I here represent has:

(a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this Contract,

(b) agreed, as an express or implied condition for obtaining this Contract, to employ or retain the services of any firm or person in connection with carrying out the Contract, or

(c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the Contract:

I/WE do also, under penalty of perjury under the laws of the United States, certify that, except as noted below, the company or any person associated therewith in the capacity of (owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving the administration of Federal funds): (a) is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency; (b) has not been suspended, debarred, voluntarily excluded or determined ineligibility by any Federal agency within the past three years; (c) does not have a proposed debarment pending; and (d) has not been indicted, convicted or had a civil judgment rendered against (it) by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

except as here expressly stated (if any):

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, indicate below to whom it applies, the initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

I acknowledge that this certificate is to be furnished to the State Department of Transportation and the Federal Highway Administration, U. S. Department of Transportation, in connection with this Contract involving participation of Federal-aid highway funds, and is subject to applicable State and Federal laws, both criminal and civil.

1/17/13
(Date)

(Signature)

Attachment 4

CERTIFICATION OF STATE DEPARTMENT OF TRANSPORTATION

I hereby certify that I am the _____ of the Department of Transportation of the State of New Hampshire, and the above consulting firm or its representatives has not been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out this Contract, to:

(a) employ or retain, or agree to employ or retain, any firm or person, or

(b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind:

except as here expressly stated (if any):

1/15/13
(Date)

(Signature)

Attachment 5

CERTIFICATION FOR FEDERAL-AID CONTRACTS EXCEEDING $100,000 IN FEDERAL FUNDS

The prospective participant certifies, by signing and submitting this agreement, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower-tier subcontracts which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Attachment 9

IN WITNESS WHEREOF the parties hereto have executed this AGREEMENT on the day and year first above written.

Consultant

WITNESS TO THE CONSULTANT

By: _____

Asst. Secretary

Dated: 1/7/13

CONSULTANT Parsons Brinckerhoff, Inc.

By: _____

Sr. Vice President

(TITLE)

Dated: 1/7/13.

Department of Transportation

WITNESS TO THE STATE OF NEW HAMPSHIRE

By: _____

Dated: 1/15/13

THE STATE OF NEW HAMPSHIRE

By: _____

William J. Cass, P.E.
Director of Project Development

for DOT COMMISSIONER

Dated: 1/15/13

Attorney General

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

Dated: 2/7/13

By: _____

Assistant Attorney General

David M. Hilts

Secretary of State

This is to certify that the GOVERNOR AND COUNCIL on _____ approved this AGREEMENT.

Dated: _____

Attest:

By: _____

Secretary of State

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PARSONS BRINCKERHOFF, INC.

ASSISTANT SECRETARY'S CERTIFICATE

I, Hillary F. Jassey, Assistant Secretary of Parsons Brinckerhoff, Inc. (the "Company"), do hereby certify on behalf of the Company and not in my individual capacity that on April 16, 2012, the Board of Directors of the Company adopted the following resolution:

> "Resolved, that Bernard P. McNeilly is hereby elected a Senior Vice President of Parsons Brinckerhoff, Inc., to hold office, subject to the by-laws, until his respective successor is duly elected and qualified."

I further certify that the resolution has not been revoked, that as a Senior Vice President of the Company, Bernard P. McNeilly is authorized to sign agreement to complete the final design of the roadway and bridges comprising the northern section of the Salem-Manchester I-93 improvement project beginning in the Town of Windham and ending in the City of Manchester, Contract No. Salem-Manchester 10418C, between the State of New Hampshire, Commissioner of the Department of Transportation and the Company

Hillary F. Jassey
Assistant Secretary

1/7/13
Date

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Parsons Brinckerhoff, Inc. a(n) New York corporation, is authorized to transact business in New Hampshire and qualified on June 20, 1977. I further certify that all fees and annual reports required by the Secretary of State's office have been received.

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. 2012

William M. Gardner
Secretary of State

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

10/1/2013

DATE (MM/DD/YYYY): 1/8/2013

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

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

PRODUCER: Lockton Companies, LLC-1 Kansas City
444 W. 47th Street, Suite 900
Kansas City MO 64112-1906
(816) 960-9000

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Liberty Insurance Corporation	42404
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED: PARSONS BRINCKERHOFF, INC.
1329744
ONE PENN PLAZA
NEW YORK NY 10119

COVERAGES PARBR02 **CERTIFICATE NUMBER:** 12132355 **REVISION NUMBER:** XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	Y	N	TB7-621-094060-022	10/1/2012	10/1/2013	EACH OCCURRENCE	$ 2,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$ 5,000
	X CONTRACTUAL LIAB						PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 5,000,000
								$
A	AUTOMOBILE LIABILITY	N	N	AS7-621-094060-032	10/1/2012	10/1/2013	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$ XXXXXXX
	X ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ XXXXXXX
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
	UMBRELLA LIAB / OCCUR			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$ XXXXXXX
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			NOT APPLICABLE			WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$ XXXXXXX
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ XXXXXXX
							E.L. DISEASE - POLICY LIMIT	$ XXXXXXX

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES /(Attach ACORD 101, Additional Remarks Schedule, if more space is required)
(PB #52625); I-93 SALEM0MANCHESTER; SALEM-MANCHESTER IM-IR-0931(174) 10418C (NORTHERN SECTION) (2013 CONTRACT). STATE OF NEW HAMPSHIRE IS ADDITIONALLY INSURED AS RESPECTS TO GENERAL LIABILITY, AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

12132355

NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION
JOHN O. MORTON BUILDING
7 HAZEN DRIVE
P.O. BOX 483
CONCORD NH 03302

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Ronald J Foster

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CERTIFICATE OF LIABILITY INSURANCE

11/1/2013

DATE (MM/DD/YYYY): 1/9/2013

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

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

PRODUCER: Lockton Companies, LLC-1 Kansas City
444 W. 47th Street, Suite 900
Kansas City MO 64112-1906
(816) 960-9000

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Company	16535
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED: PARSONS BRINCKERHOFF, INC.
1326709
ONE PENN PLAZA
NEW YORK NY 10119

COVERAGES PARBR02 CERTIFICATE NUMBER: 12132359 REVISION NUMBER: XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ XXXXXXX
							MED EXP (Any one person)	$ XXXXXXX
							PERSONAL & ADV INJURY	$ XXXXXXX
							GENERAL AGGREGATE	$ XXXXXXX
							PRODUCTS - COMP/OP AGG	$ XXXXXXX
								$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident)	$ XXXXXXX
							BODILY INJURY (Per person)	$ XXXXXXX
							BODILY INJURY (Per accident)	$ XXXXXXX
							PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
							AGGREGATE	$ XXXXXXX
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		NOT APPLICABLE			WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$ XXXXXXX
							E.L. DISEASE - EA EMPLOYEE	$ XXXXXXX
							E.L. DISEASE - POLICY LIMIT	$ XXXXXXX
A	PROFESSIONAL LIABILITY	N	N	EOC587103610	11/1/2012	11/1/2013	$2,000,000 PER CLAIM $2,000,000 AGGREGATE	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES /(Attach ACORD 101, Additional Remarks Schedule, if more space is required)
THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED. (PB #52625); I-93 SALEM0MANCHESTER; SALEM-MANCHESTER IM-IR-0931(174) 10418C (NORTHERN SECTION) (2013 CONTRACT). $75,000 DEDUCTIBLE APPLIES.

CERTIFICATE HOLDER

12132359

NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION
JOHN O. MORTON BUILDING
7 HAZEN DRIVE
P.O. BOX 483
CONCORD NH 03302

CANCELLATION

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AUTHORIZED REPRESENTATIVE

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