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New Hampshire DOT Department of Transportation

# THE STATE OF NEW HAMPSHIRE
## DEPARTMENT OF TRANSPORTATION

*Victoria F. Sheehan*
*Commissioner*

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

Bureau of Environment
January 7, 2021

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

## REQUESTED ACTION

Authorize the Department of Transportation to enter into an Agreement with Preservation Company, Kensington, NH, Vendor #155809, in the amount of $200,000.00 for on-call architectural history services for various projects and facilities located throughout the State, effective upon Governor and Council approval, through March 31, 2025.

Funds to support this request are available in the following account in State FY 2021, and are contingent upon the availability and continued appropriation of funds in FY 2022, FY 2023, FY 2024, and FY 2025, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified:

| 04-096-96-963515-3054 | FY 2021 | FY 2022 | FY 2023 | FY 2024 | FY 2025 |
|---|---|---|---|---|---|
| Consolidated Federal Aid | | | | | |
| 046-500464 Gen Consultants Non-Benefit | $25,000.00 | $25,000.00 | $50,000.00 | $50,000.00 | $50,000.00 |

The Consolidated Federal Fund, AU 3054, is utilized at this time to encumber funds for this request. Actual funding sources will be determined by each particular project incurring expenses as a result of this request.

## EXPLANATION

The Department requires on-call technical consulting services from three (3) firms to perform tasks to identify and evaluate impacts on properties and sites listed in, and/or eligible for listing in the National Register of Historic Places. The need for such services is in response to the National Environmental Policy Act of 1969, P.L. 91-910, which directs that, during the development of a project, a systematic interdisciplinary approach be used to assess beneficial and adverse social, economic and environmental effects of projects. It also addresses the requirements of the National Historic Preservation Act of 1966, as amended in 2006, and NH RSA 227-C:9 to identify and evaluate historic resources and the effect of projects upon such resources.

In pursuing this agreement, the Department followed a pre-qualified low-bid selection procedure in accordance with Section 2.2 "Statewide Low Bid Contracts" of the Department's manual, "Policies and Procedures for Consultant Contract Procurement, Management and Administration," dated August 25, 2017. To enable proper comparison of bids, a sample project with hypothetical tasks for work to be conducted under the agreements was provided to all bidders. Bids were received from the four (4) pre-qualified firms. Agreements will be awarded to the three (3) lowest bidding firms. The bids for the sample project from each pre-qualified firm were as follows:

| Vendor | City/State | Bid Amount |
|---|---|---|
| Lisa B. Mausolf | Reading, MA | $16,040.00 |
| Preservation Company | Kensington, NH | $18,781.00 |
| Hunter Research, Inc. | Trenton, NJ | $23,918.32 |
| Kleinfelder Northeast, Inc. | Augusta, ME | $31,340.00 |

Three (3) agreements are proposed to assure timely services as required to meet Department design and construction schedules.

The consultant selection process employed by the Department for this pre-qualified, low-bid contract is in accordance with RSAs 21-I:22-c, 21-I:22-d, 228:4 and 228:5-a, and all applicable Federal laws.

Preservation Company has a solid reputation and is qualified to provide the required architectural history services. This area of expertise is essential to the Department's on-going environmental effort in support of the transportation program.

Preservation Company has agreed to furnish the on-call services for an amount not to exceed $200,000.00. The cost for individual Task Orders assigned under this contract will be negotiated and use specific rates of pay in accordance with their contract labor rates used on the hypothetical bid tasks. No new tasks may be assigned after the above-noted completion date, however, completion of previously assigned work begun prior to the completion date shall be allowed, subject to the written mutual agreement of both parties, which shall include a revised date of completion.

This Agreement (Statewide On-Call Architectural History Services, 43265) 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,

Victoria F. Sheehan

Victoria F. Sheehan
Commissioner

Attachments

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**STATEWIDE ON-CALL**
**ARCHITECTURAL HISTORY SERVICES**
**43265**

# AGREEMENT
# FOR PROFESSIONAL SERVICES

**PREAMBLE**

THIS AGREEMENT made this 7th day of January in the year 2020 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 Preservation Company, with principal place of business at 5 Hobbs Road, in the Town of Kensington, State of New Hampshire, hereinafter referred to as the CONSULTANT, witnesses that:

The Department of Transportation, State of New Hampshire, hereinafter referred to as the DEPARTMENT, requires on-call technical services to have necessary evaluations for proper documentation of cultural resources for various transportation-related projects and activities located throughout the state.

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

## 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. DESCRIPTION OF SERVICES

The types of technical and professional services required under the terms of the AGREEMENT shall be those architectural history assessment efforts deemed necessary by the DEPARTMENT to obtain environmental clearances and implement mitigative work for possible architectural history properties. These services shall include preliminary examinations, followed, if necessary, by a series of intensive assessments by a professional architectural history firm to determine the possible existence, significance and nature of the historic properties, and by the documentation of the significance of said properties.

### B. SCOPE OF WORK

The CONSULTANT shall perform, as necessary, architectural history studies for the DEPARTMENT in order to acquire data for the environmental analysis of transportation location and design studies and projects required under the National Environmental Policy Act of 1969, Section 106 of National Historic Preservation Act, State RSA 227C, and Section 4(f) of the Department of Transportation Act. In general, there will not have been previous studies done in this field for any given project. For those projects, however, where some study has been previously undertaken, the data collected during that study will be used to supplement the results of the investigations conducted under this AGREEMENT.

The objective of the work proposed under the AGREEMENT is to obtain architectural and/or historical data in an area where transportation improvement studies and projects are being considered so that an assessment of the potential existing resources and impacts of a transportation improvement may be addressed.

Studies under this AGREEMENT may consist of preparation of any of the following, using the NH Division of Historical Resources Guidelines:

- Town Wide Area Form
- Project Area Form
- Historic District Area Form
- Individual Inventory Form
- Request for Project Review Form
- Historic American Engineering Record and Historic American Building Survey documentation, including NH Historic Property Documentation

## ARTICLE I

- Wording for state historic markers
- Historic contexts
- Reports for project planning purposes
- Constraints mapping and narratives in environmental documents summarizing the significance, integrity, and National Register of Historical Places eligibility of architectural properties associated with projects across the state
- Interpretive exhibit text
- Other related work required by federal and state historic preservation regulations for any assigned project or study

All work will be conducted by staff qualified under 36 CFR 61 for the position they hold and will be consistent with the following guidelines: "NH Individual Inventory Form Architectural Survey Manual I" (2015); "How to Complete the NH Division of Historical Resources Area From" (2003); any updates to NHDHR policy and guidance; and the *Secretary of the Interior's Standards and Guidelines for Architectural and Engineering Documentation*.

The provisions of 23 CFR 771 and 36 CFR 800, as appropriate, are incorporated into this AGREEMENT. 23 CFR 771 is a Federal Highway Administration regulation that sets forth procedures for complying with other environmental laws, principally Section 4(f) of the Department of Transportation Act, 49 U.S.C. 1653(f) and 23 U.S.C. 138, and provides guidance for the preparation of environmental documents.

The Advisory Council on Historic Preservation regulation, 36 CFR 800, governs the process of review and comment for federally supported projects that affect historic properties and serves to implement the provisions of Section 106 of the National Historic Preservation Act of 1966.

It is intended that close cooperation be maintained between the CONSULTANT and the DEPARTMENT and that the Federal Highway Administration (FHWA) shall be afforded full opportunity to observe and review all phases of authorized work.

The number of times a CONSULTANT is retained to provide the services described in this AGREEMENT is dependent on several factors, namely:

- the current number of projects assigned to the CONSULTANT, this being at the discretion of the DEPARTMENT and FHWA, as appropriate;
- the amount of cultural resources assessment work required for any given project;
- the ability of the DEPARTMENT to perform the required environmental services with in-house personnel; and
- the DEPARTMENT'S/FHWA'S satisfaction with the performance of the CONSULTANT'S services.

The work actually assigned to the CONSULTANT, if any, may vary and may consist of a portion of the steps described in the scope of work.

**C. STAFFING**

The CONSULTANT shall furnish the DEPARTMENT with a list of qualified personnel including their labor classification and current direct-labor wage rates prior to entering into negotiations for this AGREEMENT. The CONSULTANT shall utilize the personnel approved by the DEPARTMENT during negotiations for this AGREEMENT for the performance of the work. If at any time the CONSULTANT is unable to use the personnel specified, it shall request approval from the DEPARTMENT to use other personnel. To obtain DEPARTMENT approval, the CONSULTANT shall request the personnel changes in writing and provide resumes for the new individuals at least 14 days in advance of the proposed personnel changes, for review by the DEPARTMENT.

**D. QUALITY CONTROL**

The CONSULTANT is expected to perform in a professional manner and all work shall be neat, well organized, fully comply with the requirements of this AGREEMENT and Task Orders, and meet the specified accuracy requirements. The DEPARTMENT will reject any data that does not comply with the above. The DEPARTMENT will decide when the data and services have fully met the project requirements. The CONSULTANT will not be paid for insufficient work.

**E. TASK ORDERS**

As needs develop, the DEPARTMENT will issue specific Task Orders to the CONSULTANT. A Task Order is an individually funded order with its own unique scope of work issued against the basic contract scope of work, terms and conditions, to carry out a specific project for the DEPARTMENT. These Task Orders will be initiated by a Request for Proposal (RFP) letter that may include a detailed description of the project or elements of work, an outline of the services required, responsibilities of the parties, materials to be supplied by the DEPARTMENT, specified accuracy requirements, and other information necessary to complete the work for the Task Order. The CONSULTANT shall then submit to the DEPARTMENT for approval a scope of work and fee proposal and a tentative work schedule and completion date for each Task Order assigned. The DEPARTMENT will review the CONSULTANT'S proposal and schedule negotiations, if necessary, to clarify the proposed scope of work, the number of work hours needed, and any other associated proposed costs in order to establish the final not-to-exceed or lump-sum amount for the Task Order. Upon approval of the CONSULTANT'S proposal by the DEPARTMENT and FHWA (if applicable), the DEPARTMENT will issue a Task Order Authorization to Proceed Letter. The CONSULTANT shall sign the Authorization to Proceed Letter and return it to the DEPARTMENT. A conference may be required to

turn over a Task Order to the CONSULTANT. Costs associated with the CONSULTANT'S preparation of a scope of work and fee for a Task Order are non-reimbursable.

**F. MATERIAL FURNISHED BY THE DEPARTMENT OF TRANSPORTATION**

The DEPARTMENT will furnish the following data to the CONSULTANT:

1. Appropriate maps, plans and reports, as available, for use by the CONSULTANT
2. Results from other investigations and studies
3. When necessary, a letter of introduction or right-of-entry permit, allowing access to the property and permission to perform testing and other necessary work.

**G. WORK SCHEDULE AND PROGRESS REPORTS**

The CONSULTANT shall be aware that the services to be performed under this AGREEMENT will be on an as-needed basis. In addition, the CONSULTANT shall realize that emergency situations may arise that will require immediate response/action.

Following approval of the contract by the Governor and Council, the CONSULTANT shall be available to begin performance of the services designated in the Contract promptly upon receipt from the DEPARTMENT of a Notice to Proceed Letter. Upon receipt of a Task Order Authorization to Proceed Letter, the CONSULTANT shall complete the services required for each Task Order without delay unless unable to do so for causes not under the CONSULTANT'S control.

It is imperative that close coordination between the CONSULTANT and the DEPARTMENT be maintained at all times so as to ensure compliance with the DEPARTMENT'S requirements for specific Task Orders.

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 report progress monthly for each active Task Order with activity during the billing period, in accordance with the DEPARTMENT'S Standardized Invoicing.

**H. SUBMISSION OF REPORTS, PLANS AND DOCUMENTS**

Each submission shall be supplemented with such drawings, illustrations and descriptive matter as are necessary to facilitate a comprehensive review of proposed concepts. Any and all CAD/D-related work 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, which will be coordinated on each assignment.

***1. Performance of Services Outlined in the Scope of Work***

## ARTICLE I

Upon notification to proceed, the CONSULTANT shall perform such work as defined in the Authorization to Proceed Letter and the project-specific scope of work. Work to be accomplished shall be prosecuted within the definition provided in this AGREEMENT.

It is the intent of the DEPARTMENT under this AGREEMENT that the CONSULTANT shall furnish all professional and technical services and personnel and other such services and equipment as are necessary to perform the authorized work.

*2. Architectural/Historical Evaluations*

The forms, reports, or other products (original, plus 2 to 3 copies as needed) documenting the findings of the work performed shall be filed with the DEPARTMENT upon completion of the authorized work. The products shall be filed in a timely manner with the DEPARTMENT upon completion of the authorized work. The products shall follow the format provided to the CONSULTANT in the notification to proceed. Report format generally follows those guidelines provided in Article IB. Draft products must be reviewed and found acceptable to the DEPARTMENT and the Federal Highway Administration, and final products with requested change may be requested.

*3. Disposition of Artifacts Found*

The CONSULTANT will recommend the location for storage and describe provisions for handling the artifacts collected during the work. It will be the responsibility of the CONSULTANT to deliver, and prepare the artifacts for storage, to the approved location. The expense of shipping objects to the nearest point at which suitable transportation or storage is available and preparing such artifacts may be included in the work provided under this AGREEMENT. In general, artifacts are deposited at the Airport Road Laboratory of the NH Division of Historical Resources. The CONSULTANT will be expected to support its design proposals in any issues resulting from review by the DEPARTMENT or in the public participation phase (including agency coordination), with alternative studies and reasonably-itemized study cost comparisons for alternate schemes.

## I. DELIVERABLES

All work and supporting documents for Task Orders completed under this AGREEMENT shall be developed by the CONSULTANT and delivered to the DEPARTMENT according to the following formats:

**Electronic Transfer of Data**: The DEPARTMENT requires the following to ensure compatibility with software used by the DEPARTMENT and to ensure the efficient and timely exchange of computer files between the DEPARTMENT and the CONSULTANT.

All files submitted must be fully compatible with the formats listed in this document without any conversion or editing by the DEPARTMENT. Any files requiring conversion and/or editing by the

DEPARTMENT will not be accepted. All files shall be virus free. All files shall use the DEPARTMENT'S file naming convention.

**Computer Aided Design/Drafting (CAD/D) files:** Any and all CAD/D-related work 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, which will be coordinated on each assignment. All files submitted must be fully compatible with the current version of MicroStation being used by the DEPARTMENT. (The DEPARTMENT'S CAD/D Procedures and Requirements document can be found on the CAD/D website by following the "Downloads" link at www.nh.gov/dot/cadd/.)

**Word Processing, Spreadsheet, and Database Files:** For each Phase, all relevant files shall be provided in a format fully compatible, as appropriate, with the following:

| | |
|---|---|
| Word Processing: | Microsoft Word 2010 or NHDOT compatible version |
| Spreadsheets: | Microsoft Excel 2010 or NHDOT compatible version |
| Databases: | Microsoft Access 2003 or NHDOT compatible version |

These specifications will be updated as necessary to reflect changes in DEPARTMENT software such as adding new software or updating to new versions of existing software. In such instances, the CONSULTANT will be promptly notified.

**Computer File Exchange Media:** Electronic files shall be exchanged between the DEPARTMENT and the CONSULTANT using the following media as appropriate for Windows Operating Systems:

Compact Disc (CD): Files on CD(s) should be actual size, not compressed.

DVD: Files on DVD(s) should be actual size, not compressed.

Email: Files 10 MB or smaller may be transferred via Email. If compressed, the files should be self-extracting and encrypted based on content.

**Copies:** The CONSULTANT shall provide hard (paper) and electronic copies of the deliverables for each Phase of Work. For all deliverables, provide electronic copies in two electronic versions; an electronic version in the original electronic file format (i.e., MicroStation (*.DGN), Microsoft Word (*.DOC), Microsoft Excel (*.XLS), etc.) and an electronic version in Adobe Acrobat (*.PDF) file format.

**Website Information:**

a. Website Content: All external NHDOT websites created for Task Orders under this AGREEMENT shall meet the ADA Section 508 requirements as stated in the NH DoIT Website Standards. Those standards are outlined in https://www.nh.gov/doit/vendor/documents/nh-website-standards.pdf.

b. Website Documents: All documents posted to a website created for Task Orders under this AGREEMENT, or that are submitted to be posted to a NHDOT website, shall meet ADA Section 508 accessibility requirements. A checklist for document compliance is provided in https://www.section508.gov/content/build/create-accessible-documents (go to second link down under "Checklists").

## J. DATE OF COMPLETION

The date of completion for the professional services rendered under this AGREEMENT is **March 31, 2025** unless terminated earlier upon the depletion of the total amount payable under this AGREEMENT, or extended as allowed by the following provision:

No new tasks may be assigned after the above noted completion date, however, the CONSULTANT shall complete any tasks begun prior to the completion date, but not yet completed, in accordance with the methods of compensation specified in Article II and all other applicable portions and contractual requirements of this AGREEMENT. This shall be subject to the written mutual agreement of both parties, which shall include a revised Date of Completion to allow completion of the previously assigned work.

## ARTICLE II - COMPENSATION OF CONSULTANT FOR ON-CALL SERVICES

### A. AGREEMENT 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 the combined total cost of all work, expenses, and profit for Task Orders issued under this AGREEMENT, an amount not to exceed **$200,000.00**. (The CONSULTANT shall note that no payments will be made for work, expenses, or profit, whether authorized or not, exceeding the **$200,000.00** total amount.)

### B. METHOD OF COMPENSATION FOR TASK ORDERS

The not-to-exceed cost of each Specific Rates of Pay format Task Order will be based on the types of labor classifications required along with the number of labor hours negotiated for each labor classification multiplied by the corresponding contract labor rate, as well as an estimated amount for direct expenses.

1. **Contract Labor Rates** The contract labor rates as shown in the bid documents (Attachment D) will be the total hourly wage for each labor classification including all charges attributable to direct labor, escalation of labor costs, fringe benefits, payroll taxes, overhead, and profit, and shall be used in billing for all work performed under this AGREEMENT.
2. **Direct Expenses** - Direct expenses shall be negotiated as a not-to-exceed amount for each Task Order and reimbursed at actual cost. Reimbursable direct expense items include work such as 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 whether performed by the CONSULTANT or other parties and shall be billed at actual cost. 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. The General Services Administration (GSA), Regulation 41 CFR Part 301-4, specifies the FTR automobile mileage reimbursement. Mileage and per diem costs shall be subject to approval by the DEPARTMENT.

### C. INVOICING AND PAYMENT

Payments on account of the fee for services rendered under this AGREEMENT will be made by the DEPARTMENT based on a completely itemized, project-by-project bill submitted on a monthly or other approved basis by the CONSULTANT.

### D. RECORDS - REPORTS

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 AGREEMENT period and for three (3) years from the date of final voucher payment for examination by the STATE, Federal Highway Administration, or other authorized representatives of the Federal Government, and copies thereof shall be furnished if requested. Applicable cost principles are contained in the Federal Acquisition Regulation (FAR) in Title 48 of the Code of Federal Regulations (Subpart 31.2 and Subpart 31.105).

**E. SUBCONSULTANT SUPPORTING SERVICES**

Subconsultant Supporting Services were not anticipated during negotiations for this AGREEMENT.

Note: Subconsultants can be engaged at any time if needed for a Task Order, whether they were included in the CONSULTANT'S Technical Proposal or not. Subconsultant costs may be either negotiated as a not-to-exceed amount for each Task Order and reimbursed at actual cost or negotiated as a lump-sum amount. See Article IV.G – SUBLETTING for subconsultant Professional Liability Insurance information.

**F. TASK ORDER AMENDMENTS**

If revisions to a Task Order scope of work, and/or the fee summary or completion date included in the Task Order Authorization to Proceed is/are required, it shall be documented in writing by a DEPARTMENT Bureau-level amendment. The amendment will be filed with the Authorization to Proceed in the AGREEMENT.

**G. RECORDS, REPORTS, AND FINAL AUDIT**

The CONSULTANT shall maintain adequate cost records for all work performed under this AGREEMENT and all items charged on this project. All records and other evidence pertaining to cost incurred shall be made available at all reasonable times during the AGREEMENT period, and for three (3) years from the date final payment is made and all other pending matters are closed, for examination by the STATE, Federal Highway Administration, or other authorized representatives of the Federal Government, and copies thereof shall be furnished if requested. Applicable cost principles are contained in the Federal Acquisition Regulation (FAR) in Title 48 of the Code of Federal Regulations (Subpart 31.2 and Subpart 31.105).

## ARTICLE III - GENERAL PROVISIONS

### A. HEARINGS, ETC.

(Not applicable to this AGREEMENT)

### B. CONTRACT PROPOSALS

(Not applicable to this AGREEMENT)

## 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 5 Hobbs Road, Kensington, NH 03833.

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 therefor 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 therefor 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. ADDITIONAL SERVICES**

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. OWNERSHIP OF PLANS**

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.

**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 design, hazardous materials, geotechnical services, etc., the minimum limits of their professional liability

(errors and omissions) insurance coverage shall be not less than $2,000,000 in the aggregate, with a deductible of not more than $75,000. For subconsultant contracts with less risk, e.g., wetland evaluations, materials inspection and testing, structural steel fabrication inspection, underwater bridge inspection, research, bridge deck condition surveys, land surveying, mapping, noise studies, air-quality studies, etc., the minimum limits of their professional liability (errors and omissions) insurance coverage shall be not less than $1,500,000 in the aggregate, with a deductible of not more than $50,000. For subconsultant contracts with no risk, e.g., archaeology, cultural resources, data gathering, traffic counting etc., professional liability insurance shall not be required. Subconsultants completing field exploration for geotechnical, hazardous materials/environmental, and subsurface exploration shall also have pollution liability insurance coverage not less than $2,000,000 in the aggregate, with a deductible of not more than $75,000. 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. 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.

3. Insurance

   a. Required Coverage

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

   1. 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
   2. 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
   3. 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 AGREEMENT. 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.

## ARTICLE IV

### 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 A

Special Contract Provisions for COVID-19

The CONSULTANT acknowledges and agrees that this AGREEMENT was entered into following the coronavirus disease 2019 (COVID-19) outbreak. The CONSULTANT agrees that to the extent the COVID-19 outbreak, or any federal, state or local orders, regulations, rules, restrictions, or emergency declarations relating to COVID-19, disrupt, delay, or otherwise impact the Scope of Services to be performed by the CONSULTANT as set forth in Article I of this AGREEMENT, any such disruption, delay, or other impact was foreseeable at the time this AGREEMENT was entered into by the Parties and does not excuse the Contractor's performance under this AGREEMENT. The CONSULTANT agrees that any such impact, including any disruption to supply chains, workforce reductions, delays or interruptions in performance, or other effects on businesses, are not the fault of the STATE and the CONSULTANT may not seek damages against the STATE for any such impacts.

If the CONSULTANT experiences or anticipates any such COVID-19-related impacts to this AGREEMENT, the CONSULTANT shall immediately notify the DEPARTMENT'S Contract Manager. In the event of any COVID-19-related impact or anticipated impact to this AGREEMENT, the Contract Manager shall have the right to temporarily modify, substitute, or decrease the services, without the approval of the Governor and Executive Council, upon giving written notice to the CONSULTANT. The STATE'S right to modify includes, but is not limited to the right to modify service priorities, including how and when services are delivered, and expenditure requirements under this AGREEMENT so as to achieve compliance therewith, provided such modifications are within the Scope of Services and cost limitations of this AGREEMENT. By exercising any of the rights described within this subsection, the STATE does not waive any of its right under this AGREEMENT.

In the event that a modification by the STATE under this subsection would result in a permanent reduction of services that cannot be supplemented during the remaining term of this AGREEMENT with either replacement or substituted services of substantially similar value, the Parties shall submit a formal amendment to this AGREEMENT with a commensurate reduction in the price. This amendment will require the approval of the Governor and Executive Council. In order to facilitate reconciliation of services performed under this AGREEMENT, the CONSULTANT shall submit weekly reports detailing the following for any service not fully performed pursuant to the terms of the AGREEMENT:

1) The services required to be performed under the terms of this AGREEMENT as written;
2) The services actually performed;
3) Any replacement or substituted services performed with reference to the associated unperformed contracted services.

ATTAHCHMENT B

# STATE OF NEW HAMPSHIRE - DEPARTMENT OF TRANSPORTATION
## Bureau of Environment
## PO Box 483, 7 Hazen Drive, Concord NH 03302-0483

## Statewide On-Call Architectural History Service Agreement (2021-2025)
## Bid Form Information

**Name/Company:** Preservation Company **Date:** 12/15/2020

**Labor Classifications & Labor Rates Used in this Agreement**

| Labor Classifications | Contract Hourly Labor Rates in Words (dollars and cents) | Contract Hourly Labor Rates in Figures ($) |
|---|---|---|
| Principal | forty-two dollars and no cents | $42.00 |
| Architectural Historian | sixty-five dollars and no cents | $65.00 |
| Historian | fifty-three dollars and no cents | $53.00 |
| Draftsperson/Graphics | nineteen dollars and eighty cents | $19.80 |
| Photographer | nineteen dollars and eighty cents | $19.80 |
| Clerk | nineteen dollars and eighty cents | $19.80 |

**Task Order Bid Summary Amount**

| TASK | DESCRIPTION | TOTAL |
|---|---|---|
| TASK A | HISTORIC DISTRICT AREA FORM | $7,183.80 |
| TASK B | TWO (2) INDIVIDUAL INVENTORY FORMS | $4,750.80 |
| TASK C | HISTORIC AMERICAN ENGINEERING RECORD DOCUMENTATION | $5,846.40 |
| LABOR SUBTOTAL | | $17,781.00 |
| EXPENSES | | $1,000.00 |
| TOTAL TASK AMOUNT (BID) | | $18,781.00 |

STATE OF NEW HAMPSHIRE - DEPARTMENT OF TRANSPORTATION
Bureau of Environment
PO Box 483, 7 Hazen Drive, Concord NH 03302-0483

## Statewide On-Call Architectural History Service Agreement (2021-2025)
## Bid Form Information

| Task | Labor Classifications | Hours | Contract Hourly Labor Rates in Words | Contract Hourly Labor Rates in Figures | Total |
|---|---|---|---|---|---|
| A. | Historic District Area Form | | | | |
| | Principal | 24 | forty-two dollars and no cents | $42.00 | $1,008.00 |
| | Architectural Historian | 56 | sixty-five dollars and no cents | $65.00 | $3,640.00 |
| | Historian | 40 | fifty-three dollars and no cents | $53.00 | $2,120.00 |
| | Draftsperson/ Graphics | 16 | nineteen dollars and eighty cents | $19.80 | $316.80 |
| | Clerk | 5 | nineteen dollars and eighty cents | $19.80 | $99.00 |
| | **TASK A TOTAL** | **141** | | | **$7,183.80** |

| Task | Labor Classifications | Hours | Contract Hourly Labor Rates in Words | Contract Hourly Labor Rates in Figures | Total |
|---|---|---|---|---|---|
| B. | Two (2) Individual Inventory Forms | | | | |
| | Principal | 8 | forty-two dollars and no cents | $42.00 | $336.00 |
| | Architectural Historian | 40 | sixty-five dollars and no cents | $65.00 | $2,600.00 |
| | Historian | 32 | fifty-three dollars and no cents | $53.00 | $1,696.00 |
| | Draftsperson/ Graphics | 6 | nineteen dollars and eighty cents | $19.80 | $118.80 |
| | **TASK B TOTAL** | **86** | | | **$4,750.80** |

| Task | Labor Classifications | Hours | Contract Hourly Labor Rates in Words | Contract Hourly Labor Rates in Figures | Total |
|---|---|---|---|---|---|
| C. | Historic American Engineering Record Documentation | | | | |
| | Principal | 12 | forty-two dollars and no cents | $42.00 | $504.00 |
| | Architectural Historian | 48 | sixty-five dollars and no cents | $65.00 | $3,120.00 |
| | Historian | 24 | fifty-three dollars and no cents | $53.00 | $1,272.00 |
| | Photographer | 32 | nineteen dollars and eighty cents | $19.80 | $633.60 |
| | Draftsperson/ Graphics | 16 | nineteen dollars and eighty cents | $19.80 | $316.80 |
| | **TASK C TOTAL** | **132** | | | **$5,846.40** |

*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 ✓, 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.

Preservation Company
(Company)

By: [signature]

Principal
(Title)

Date: 1/7/2021

**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.

1/7/2021
(Date)

(Signature)

*Attachment 3*

**CERTIFICATION OF CONSULTANT/SUBCONSULTANT**

I hereby certify that I am the Sole proprietor and duly-authorized representative of the firm of Preservation Company, 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.

1/7/2021
(Date)

(Signature)

*Attachment 4*

**CERTIFICATION OF STATE DEPARTMENT OF TRANSPORTATION**

I hereby certify that I am the Director of Project Development 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):

January 15, 2021
(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 6*

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

**Consultant**

WITNESS TO THE CONSULTANT

By: _____

Dated: 1/7/2021

CONSULTANT

By: _____

Principal
(TITLE)

Dated: 1/7/21

**Department of Transportation**

WITNESS TO THE STATE OF NEW HAMPSHIRE

By: Phyllis C. Gouwelakas

Dated: January 15, 2021

THE STATE OF NEW HAMPSHIRE

By: _____

Director of Project Development
for DOT COMMISSIONER

Dated: January 15, 2021

**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: 2/18/2021

By: _____
Assistant Attorney General

**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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PRESERVATION COMPANY

SOLE PROPRIETOR CERTIFICATE OF AUTHORITY
Statewide On-Call Architectural History Services 43265

I, Lynne Emerson Monroe, hereby certify that I am the sole proprietor of Preservation Company (name of business), which is a tradename registered with the Secretary of State under RSA 349. I certify that I am the sole owner of my business and of the tradename.

I hereby further certify and acknowledge that the State of New Hampshire will rely on this certification as evidence that I have full authority to bind my business and that no corporate resolution, shareholder vote, or other document or action is necessary to grant me such authority.

Signed: _____

Date: 1/7/21

**Preservation Company**
Sunny Knoll
5 Hobbs Road
Kensington, NH 03833
603-778-1799
PreservationCompany@comcast.net

www.PreservationCompany.com

# 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 PRESERVATION COMPANY is a New Hampshire Trade Name registered to transact business in New Hampshire on September 07, 1984. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **70829**

Certificate Number: **0004951701**

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 July A.D. 2020.

William M. Gardner
Secretary of State

ACORD

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/19/2021

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

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

PRODUCER
FIAI/Cross Insurance
1100 Elm Street
Manchester NH 03101

CONTACT NAME: Nicole Baer
PHONE (A/C, No, Ext): (603) 669-3218 FAX (A/C, No): (603) 645-4331
E-MAIL ADDRESS: nbaer@crossagency.com

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A: MMG (Maine Mutual) Ins. | |
| INSURER B: Twin City Fire Ins Co | 29459 |
| INSURER C: United States Liability Ins. Group | |
| INSURER D: | |
| INSURER E: | |
| INSURER F: | |

INSURED
PRESERVATION COMPANY
5 HOBBS RD
KENSINGTON NH 03833-5511

COVERAGES CERTIFICATE NUMBER: 21-22 GL/prof 20-21 BA/ REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | [X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [ ] PRO-JECT [X] LOC<br>[ ] OTHER: | | | BP13784849 | 02/24/2021 | 02/24/2022 | EACH OCCURRENCE | $ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 1,000,000 |
| | | | | | | | MED EXP (Any one person) | $ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | | | | | | | | $ |
| A | AUTOMOBILE LIABILITY<br>[X] ANY AUTO<br>[ ] OWNED AUTOS ONLY<br>[ ] HIRED AUTOS ONLY<br>[ ] SCHEDULED AUTOS<br>[ ] NON-OWNED AUTOS ONLY | | | KA13781445 | 12/22/2020 | 12/22/2021 | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | | | | | | | BODILY INJURY (Per person) | $ |
| | | | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | [ ] UMBRELLA LIAB [ ] OCCUR<br>[ ] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [ ] RETENTION $ | | | | | | EACH OCCURRENCE | $ |
| | | | | | | | AGGREGATE | $ |
| | | | | | | | | $ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N]<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | 04WECNL7419 (3a.) NH | 11/01/2020 | 11/01/2021 | [X] PER STATUTE [ ] OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |
| C | Professional liability | | | SP 2555016 | 01/06/2021 | 01/06/2022 | Limit | 1,000,000 |
| | | | | | | | Deductible | 5,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

[Job #: Job Type: Statewide Architectural]
Project: Statewide Architectural History services #43265. State of NH is included as an additional insured with respects to the CGL as per written contract where permitted by the policy language. Notice of cancellation to certificate holder is 30-days, 10-days non-payment on CGL policy.

CERTIFICATE HOLDER

State of NH DOT
7 Hazen Drive
P.O. Box 483
Concord NH 03302-0483

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
Nicole Baer

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