NOV01'21 PM 1:32 RCVD

34 sam

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 Bridge Design
September 22, 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 Hardesty & Hanover, LLC (Vendor 279057), for a total amount not to exceed $285,508.00, for Part B final design and associated environmental services for replacement of the existing bridge carrying NH Route 25A over Brackett Brook in the Town of Orford, effective upon Governor and Council approval, through December 31, 2024. 100% Federal Funds.

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

04-096-96-963515-3054	FY 2022	FY 2023	FY 2024	FY 2025
Consolidated Federal Aid				
046-500463 Gen Consultants Non-Benefit	$85,508.00	$100,000.00	$70,000.00	$30,000.00

EXPLANATION

The Department requires professional engineering design and environmental consultant services to prepare final design, associated environmental services and permits, and estimates of quantities and costs for replacement of the existing bridge carrying NH Route 25A over Brackett Brook in the Town of Orford. Constructed in 1929, this two-span continuous reinforced concrete slab bridge has a total length of 40 feet and a total width of 35.7 feet. It is on the Department's Red List of deficient structures. This project is shown in the 2021-2030 Ten Year Plan with an estimated construction cost of $2.26M. It is anticipated to advertise for construction in FY 2024.

On July 19, 2017, the Governor and Executive Council authorized the Part A Agreement (Item #26, copy attached) to prepare preliminary design, conduct public involvement, and perform associated environmental & cultural services to address this Red List bridge. The Department reserved the right to either negotiate a scope and fee for the Part B final design services or terminate the contract. Since the firm of Hardesty and Hanover, LLC satisfactorily completed the Part A (preliminary design) services for this project, the Department proposes to continue with this firm to perform the Part B and final design.

The Part B services include preparing final design, contract plans, specifications, special provisions, estimates of quantities and costs, and construction services for the Orford 40366 construction project, which involves replacement of the existing structure with a 57-foot single-span steel girder bridge.

Hardesty & Hanover, LLC has agreed to furnish the required professional engineering services for a total amount not to exceed $285,508.00. 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. This project funding is 80% Federal Funds with

20% State match. Turnpike toll credit is being utilized for New Hampshire's match requirement, effectively using 100% Federal Funds.

This Agreement (Orford 40366 Part B) 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
Commissioner

Attachments

TABLE OF CONTENTS

PREAMBLE

ARTICLE I - DESCRIPTION OF PROFESSIONAL SERVICES TO BE RENDERED 2
- A. LOCATION AND DESCRIPTION OF PROJECT 2
- B. SCOPE OF WORK (GENERAL) 2
- C. SCOPE OF WORK (SPECIFIC) 3
- D. MATERIAL FURNISHED BY THE DEPARTMENT OF TRANSPORTATION 6
- E. WORK SCHEDULE AND PROGRESS REPORTS 7
- F. SUBMISSION OF REPORTS, PLANS AND DOCUMENTS 9
- G. SCOPE OF WORK (CONSTRUCTION SUPPORT SERVICES) 11
- H. DATE OF COMPLETION 12

ARTICLE II - COST PLUS FIXED FEE COMPENSATION OF CONSULTANT 13
- A. GENERAL FEE 13
- B. LIMITATION OF COSTS 14
- C. PAYMENTS 15
- D. ANNUAL INDIRECT COST RATE SUBMISSIONS 15
- E. RECORDS, REPORTS, AND FINAL AUDIT 16

ARTICLE III - GENERAL PROVISIONS 17
- A. HEARINGS, ETC. 17
- B. CONTRACT PROPOSALS 17

ARTICLE IV - STANDARD PROVISIONS 18
- A. STANDARD SPECIFICATIONS 18
- B. REVIEW BY STATE AND FEDERAL HIGHWAY ADMINISTRATION - CONFERENCES - INSPECTIONS 18
- C. EXTENT OF CONTRACT 18
  - 1. Contingent Nature of Agreement 18
  - 2. Termination 18
- D. REVISIONS TO REPORTS, PLANS OR DOCUMENTS 19
- E. ADDITIONAL SERVICES 20
- F. OWNERSHIP OF PLANS 20
- G. SUBLETTING 21
- H. GENERAL COMPLIANCE WITH LAWS, ETC. 21
- I. BROKERAGE 21
- J. CONTRACTUAL RELATIONS 22
  - 1. Independent Contractor 22
  - 2. Claims and Indemnification 22
  - 3. Insurance 22
  - 4. No Third-Party Rights 23
  - 5. Construction of Agreement 23
- K. AGREEMENT MODIFICATION 23
- L. EXTENSION OF COMPLETION DATE(S) 24

M. TITLE VI (NONDISCRIMINATION OF FEDERALLY-ASSISTED PROGRAMS) COMPLIANCE 24
N. DISADVANTAGED BUSINESS ENTERPRISE POLICY AGREEMENT REQUIREMENTS 26
1. Policy 26
2. Disadvantaged Business Enterprise (DBE) Obligation 26
3. Sanctions for Non-Compliance. 26
O. DOCUMENTATION 26
P. CLEAN AIR AND WATER ACTS 26

ATTACHMENTS

A. SPECIAL CONTRACT PROVISIONS FOR COVID-19
B. **SCOPE OF SERVICES FOR PART B FINAL DESIGN** Prepared by Hardesty & Hanover, LLC dated March 10, 2020

AGREEMENT EXECUTION ATTACHMENTS

1. CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS, ETC.
2. CONSULTANT DISCLOSURE STATEMENT FOR PREPARATION OF ENVIRONMENTAL EVALUATIONS
3. CERTIFICATION OF CONSULTANT/SUBCONSULTANT
4. CERTIFICATION OF STATE DEPARTMENT OF TRANSPORTATION
5. CERTIFICATION FOR FEDERAL-AID CONTRACTS EXCEEDING $100,000 IN FEDERAL FUNDS
6. SIGNATURE PAGE
7. CERTIFICATION OF GOOD STANDING
8. CERTIFICATION OF AUTHORITY / VOTE
9. CERTIFICATION OF INSURANCE

ORFORD
40366
(PART B)

AGREEMENT
FOR PROFESSIONAL SERVICES

PREAMBLE

THIS AGREEMENT made this 26th day of August in the year 2021 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 Hardesty & Hanover, LLC, with principal place of business at 6 Bedford Farms Drive, Suite 111, in the Town of Bedford, 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, proposes to replace the Red Listed bridge (Br. No. 217/112) carrying NH Route 25A over Brackett Brook in the Town of Orford, NH.

The DEPARTMENT intends to have prepared for said project final design, environmental permit applications, contract plans, specifications, special provisions, and estimates of quantities and costs. These services are outlined in the CONSULTANT'S Scope of Services dated March 10, 2020 and Fee Proposal dated April 7, 2020 (Revised March 16, 2021). The Scope of Services is included in this AGREEMENT as Attachment B. The Fee Proposal is 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 replacement of the Red List bridge (Br. No. 217/112) carrying NH Route 25A over Brackett Brook in the Town of Orford. The two span reinforced concrete slab bridge was originally built in 1929 and widened to 32-feet in 1979. Each span is approximately 17'-6" for a total length of 35'-0". The bridge been on the DEPARTMENT'S Red List of structurally deficient bridges since 2013 with a 2020 Bridge Priority Number of 54.

B. SCOPE OF WORK (GENERAL)

The purpose of this project is: 1) Part "A", to study and prepare preliminary engineering plans suitable for a Public Information Meeting(s), Design Public Hearing (if needed), and completion of NEPA documentation; and; 2) Part "B", to prepare final plans, specifications and estimates for the bridge and associated roadway improvements contract. Part "A" will be completed by Fall 2021. This contract is for Part "B" services.

The project is anticipated to replace the structure with a bridge that will accommodate a minimum of 2-lanes of traffic (one in each direction) with shoulders and carry legal loads.

Designs shall consider temporary and permanent erosion-control measures, traffic control measures, utility coordination, drainage, and treatments to minimize environmental impacts. Coordination may be required between the DEPARTMENT and the Town of Orford, NH. The CONSULTANT shall be prepared to support such efforts as required. Responsibilities of the CONSULTANT team shall include attendance at meetings when requested, preparation of minutes reflecting meeting commitments, and preparation of illustrative plans and exhibits for the meetings, as directed by the DEPARTMENT.

The DEPARTMENT and the CONSULTANT have processed the project through the NEPA process. The preliminary horizontal and vertical alignments previously developed and approved will be used as a basis for developing the final horizontal and vertical alignments in preparation of the final plans.

The following general tasks are included in Part "B":

1.) Final design of the bridge structure, roadway elements, drainage facilities and other necessary design elements;

2.) Plans to support utility coordination;

3.) Develop a Traffic Control Plan that is acceptable and economical for travelers;

4.) Consideration of construction phasing, constructability and construction access;

5.) Preparation of permit applications and environmental mitigation measures;

6.) Assist the Department with public involvement support services, including attendance at meetings, preparation of minutes, and preparation of illustrative plans and exhibits for any meetings, as directed by the DEPARTMENT;

7.) Preparation of contract plans, specifications and estimates; and

8.) Construction phase services.

C. SCOPE OF WORK (SPECIFIC)

The CONSULTANT shall be responsible for developing engineered plans through an iterative process of design and review involving the DEPARTMENT, STATE, and Federal environmental resource agencies, regional planning commissions, the local community, and the public.

The CONSULTANT shall be responsible for the preparation of complete designs, including all plans, specifications for work not included in the current specifications of the DEPARTMENT, computations, estimates, and documents for required submissions to the DEPARTMENT, the Federal Highway Administration, and/or any other STATE or Federal agency, that may be required.

The engineering design shall take into consideration all factors affecting the cost of the construction, such as site-specific foundation considerations; earthwork quantities; erosion and sedimentation control; traffic control; water-quality-treatment issues; construction phasing and complexity; utilities affected; right-of-way needs; environmental issues and commitments; cost; construction materials; etc.

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.

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 Manuals, and most current Standard Plans for Road Construction, except as approved.

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 paper plans shall have had complete final and "three-way" checking.

The CONSULTANT shall verify all computations and design calculations. The CONSULTANT shall furnish one (1) permanent, legible copy and one electronic format (PDF) copy of the design calculations, suitably bound, and when directed, all study plans, work plans, alternate studies, and estimates indexed in accordance with DEPARTMENT procedures.

ARTICLE I

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.

The work shall be as described in the CONSULTANT's Scope of Services, Attachment B, and requires the development and refinement of engineering plans and technical documentation in accordance with the following criteria and involving the following work efforts:

1. **Preliminary Engineering**

   Preliminary Engineering for Final Design shall consist of all efforts needed to design and prepare a complete set of contract documents for the construction of the project for construction of the roadway, structures, traffic control, construction phasing, drainage facilities (including Best Management Practices for permanent erosion- and sedimentation-control and water-quality features as feasible for the project location and topography), landscaping, and appurtenances, in accordance with the policy and procedures of the DEPARTMENT and the provisions of this AGREEMENT. This includes the Tasks under Preliminary Engineering include the following:

   a. Existing Conditions Data Collection and Field Reviews

   b. Topographic Survey and Base Plan Preparation

      The development of base plans drafted by the CONSULTANT using updated ground survey.

   c. Development of Engineering Criteria

      The CONSULTANT shall follow appropriate engineering criteria based on the latest AASHTO Policy on Geometric Design of Highways and Streets, AASHTO LRFD Bridge Design Specifications, NHDOT Highway Design Manual, and NHDOT Bridge Design Manual, as amended.

   d. Roadway Plans

      The refinement of the alignment, grades, typical section, and intersections, as shown on the preliminary plans, the design of all permanent guide, warning and regulatory signs, including the quantity summary sheets, and the design and incorporation of all pavement marking layouts, item numbers, item descriptions, and quantities. 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 the type of support system required for installing the signs. The CONSULTANT will be responsible for identifying all conflicts and to make necessary adjustments to highway signing plans and locations.

   e. Structural Design Calculations and Plans

The design shall include all supporting members for utilities that traverse any bridge structure, if required.

f. Traffic Control Plans and Construction Phasing

Design of Traffic Control plans, including traffic phasing and the development of the permanent construction sign and warning device package, including the quantity summary sheets, showing all temporary guide and regulatory signs, and permanent construction signing required for use with detours or construction staging. This shall include summary sheets for relocated signs for construction sequencing.

g. Drainage Design and Stormwater Treatment

Including Best Management Practices for permanent erosion- and sedimentation-control and water-quality features as feasible for the project location and topography.

h. Aesthetics and Landscaping Plan – Not included in this contract

i. Constructability Reviews – Not included in this contract

j. Cost Estimates

The Cost Estimates shall be prepared with each submission. Construction Engineering and environmental mitigation costs shall also be included. Estimates shall be submitted with a narrative explaining all major cost and/or quantity changes.

k. Design Report and Narrative

The CONSULTANT shall prepare a brief narrative, to be submitted with each submission, explaining the design issues addressed in that submission, the design rational, and documenting any major changes. The report shall include design criteria and controls, specific items and issues of interest, design calculations appropriate for the submission, 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.

l. Project Team Meetings

Project team meetings will be held periodically over the course of Part B. These informal meetings will take place when needed to discuss project issues that may include resource constraints, impacts of alternatives, and cost issues. These meetings will involve CONSULTANT and DEPARTMENT staff, but may also include representatives of the City, local Planning Commission, state or federal agencies, or others as appropriate.

2. Public Participation

The CONSULTANT shall provide a public participation program involving public and private stakeholders and the general public in the decision-making process to aid in the determination of the

proposed action and to provide updates throughout the design process. The CONSULANT shall prepare presentation graphics, handouts and support displays for public participation and posting to the DEPARTMENT's project webpage, be available to make presentations and draft meeting minutes. Specific types of meetings include:

a. Public Advisory Committee Meetings – Not included in this contract

b. Public Informational Meetings – Not included in this contract

c. Stakeholder Meetings

d. Public Hearing – Not included in this contract

3. Environmental Documentation and Permitting

The scope of the work involves Environmental Permitting; coordination, and meetings as described in CONSULTANT'S Scope of Services. The CONSULTANT'S plans shall include all commitments made in the environmental documents, to the extent practicable.

4. Geotechnical

No additional geotechnical work is anticipated.

5. Utilities

The utility coordination for this project will be performed by the DEPARTMENT. The CONSULTANT shall incorporate utility relocations, as designed by the individual utility owner, into the contract plans. Municipal utility relocations (e.g., sewer and/or water), as approved by the DEPARTMENT, shall be included, as necessary, into the contract plans, cross-sections, summary sheets, and estimate. Non-participating municipal utility relocation items shall be kept separate from the highway and/or bridge items in the estimates submitted. The DEPARTMENT will provide the unit item numbers and unit prices to be used for the utility relocations.

D. MATERIAL FURNISHED BY THE DEPARTMENT OF TRANSPORTATION

The DEPARTMENT will furnish the following data to the CONSULTANT:

1. Electronic files in US Customary units of the following information in accordance with the DEPARTMENT'S CAD/D Procedures and Requirements for incorporation into the plans by the CONSULTANT:

   a. Any available electronic topographical mapping within the project area shall be provided along with any pertinent electronic supporting information (survey field notes, ASCII point file, SDR data files, etc.).

   b. Any additional topographic surveys of adjacent parcels, mitigation sites, wetland boundaries, or other pertinent items deemed necessary by the project team will be undertaken and processed by the DEPARTMENT. Incorporation of this information into the topographic baseplan shall be the responsibility of the CONSULTANT.

c. Electronic drawings in MicroStation format 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.

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

2. Prints of the following information:

   a. Any information outlined in Article I.D.1.a thru d. above (electronic information) both existing and proposed, when available, for verification by the CONSULTANT.

   b. Any additional information not available electronically (e.g., utilities) for the CONSULTANT to incorporate into the plans in accordance with the DEPARTMENT'S CAD/D Procedures and Requirements.

3. Right-of-Way data: Any additional information collected or prepared by the DEPARTMENT that could supplement the Right-of-Way Boundary (e.g., existing right-of-way layout per record plans, property lines to a tax map level, parcel owners, title abstracting, etc.) will be provided by the DEPARTMENT in MicroStation format for incorporation into the plans by the CONSULTANT.
4. Plans of prior highway and bridge construction projects within the project limits, as available.
5. The location of all existing and proposed utilities through direct contact with the various utility companies.
6. Geotechnical investigations and recommendations, if available.
7. Electronic files of the Environmental resource data collected in previous studies, if applicable
8. Crash data and Safety Analysis within the study area, if applicable.
9. Ground survey, as needed, within the study area to supplement the digital surface model. The DEPARTMENT will process the raw survey data and incorporate into the digital surface model.
10. The DEPARTMENT's latest high-resolution color aerial photography (which is geo-referenced and ortho-rectified).

E. 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 in order 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 to the DEPARTMENT in conjunction with DEPARTMENT'S Standardized Invoicing process. Invoices shall be submitted for each month that there has been more than $10,000 in cumulative billable work since the last invoice, and at least quarterly. For months with no progress or less than $10,000 cumulative work since the last invoice, a status report briefly describing the reasons for little or no progress shall be submitted.

ARTICLE I

F. SUBMISSION OF REPORTS, PLANS, AND DOCUMENTS

The submissions shall be as necessary in accordance with Attachment B. Each submission shall be supplemented with such electronic copies of MicroStation drawings, illustrations, and descriptive matter as are necessary to facilitate a comprehensive understanding and review of proposed concepts and designs.

The CONSULTANT will be expected to support their design proposals and any issues resulting from review by the DEPARTMENT or in the public participation phase (including agency coordination), with alternative studies and reasonably itemized cost comparisons for alternate concepts.

The CONSULTANT, with each submission, shall submit a transmittal describing the "design issues" addressed in that submission. In addition, the transmittal shall include anticipated or outstanding issues and the CONSULTANT'S recommendations to resolve these issues. 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.

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: All CAD/D files shall be in accordance with the Deliverable Requirements described in the DEPARTMENT'S CAD/D Procedures and Requirements in effect at the time this AGREEMENT was executed, or any later version. All plan drawings, including size of sheets, lettering, symbols, and scale of said drawings, shall conform to the requirements and standards of the DEPARTMENT. 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

ARTICLE I

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:

FTP: Files posted to the DEPARTMENT'S FTP site can be actual size or compressed. Contact the Project Manager for instructions for accessing the FTP site.

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 20 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 (*.docx), Microsoft Excel (*.xlsx), etc.) and an electronic version in Adobe Acrobat (*.pdf) file format.

Website Information:

a. Website Content: All external NHDOT websites created for this project 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 this project, 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").

Upon completion of the AGREEMENT, the CONSULTANT shall turn over all documentation.

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

The CONSULTANT shall perform a load-rating analysis for each bridge using the appropriate AASHTO Method, or as directed by the DEPARTMENT, to be submitted on a form provided by the DEPARTMENT.

Combined Bridge and Roadway Submissions:

1. Preliminary PS&E – The submission 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 CONSULTANT shall submit the Traffic Control Plans in near-final form

showing temporary slopes, lane uses and widths, overhead-sign structures, temporary traffic signals, temporary guardrail and barrier locations, temporary drainage, temporary easements, profiles, temporary drives, detour cross-sections and superelevations, etc. with backup calculations. 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, 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. An electronic copy of the spreadsheet shall be submitted for each estimate. Roadway items shall be kept separate from bridge items.

2. PS&E - 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. The estimate of quantities shall be completed and tabulated, and the reinforcing bar schedules shall be completed. Special Provisions shall be submitted in both electronic format (Microsoft Word-compatible) and hard copy 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.
3. Preliminary and Final Contract Plans - 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 PS&E estimate of costs. These final contract plans and documents shall reflect all comments resulting from the PS&E 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 by the DEPARTMENT to be made to the CONSULTANT'S plans, 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.

G. SCOPE OF WORK (CONSTRUCTION SUPPORT SERVICES)

If a contract for construction of the project, or part of it, is entered into within two years after completion by the CONSULTANT of the services outlined in Articles I, III and IV, the CONSULTANT shall, without additional compensation therefor, render services to the DEPARTMENT, including, but not restricted to, the following:

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 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 as described in CONSULTANT'S Scope of Services, Attachment B. Only that work designed by the DEPARTMENT will be excluded from this requirement.

H. DATE OF COMPLETION

In accordance with the Governor and Council Resolution authorizing this AGREEMENT, the date of completion for the Part B professional services rendered under this AGREEMENT is December 31, 2024.

ARTICLE II - COST PLUS FIXED FEE 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, an amount equal to the sum of the following costs:

1) Actual salaries* approved by the DEPARTMENT paid to technical and other employees by the CONSULTANT, including salaries to principals, for the time such employees are directly utilized on work necessary to fulfill the terms of this AGREEMENT.

   * In accordance with DEPARTMENT policy, the maximum direct-labor rate allowed for all positions under this AGREEMENT, including subconsultants, shall be $60.00 per hour unless a waiver to the salary cap has been specifically approved for specialty services. A waived rate shall remain fixed at that rate for the life of the AGREEMENT unless a subsequent waiver is requested and approved.

   An overtime premium of one and one half times the direct labor rate for non-exempt employees working beyond the standard 40 hours per workweek may be allowed for special circumstances when approved by the DEPARTMENT in writing in advance. The overhead portion of non-exempt employees' salary rates shall not be adjusted. Engineers are not eligible for overtime premium rates.

   Direct salary costs are estimated at: $79,647.00

2) Overhead costs applicable to the direct salary costs. The audited indirect cost rate, as submitted to and approved by the DEPARTMENT, will be applied to the direct salary costs. The CONSULTANT'S audited indirect cost rate for fiscal year ended December 31, 2019, which expires June 30, 2021, 152.5002%, shall be used for invoicing for the life of the AGREEMENT.

   Overhead costs are estimated at: $121,462.00

3) A fixed fee for profit and non-reimbursed costs (10% of 1+2).

   The fixed fee is: $20,111.00

4) Reimbursement for direct expenses, including, but not limited to, subconsultants with a subcontract value of less than $200,000, printing, 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 Regulation. Mileage and per diem costs shall be subject to approval by the DEPARTMENT. Subconsultants with a subcontract value of less than $200,000 shall be invoiced as direct expenses and do not require individual invoices, unless the subcontract is more than 25% of the contract total.

Direct expenses are estimated at: $300.00

5) Reimbursement for actual cost of subconsultants is estimated as follows:

McFarland Johnson, Inc. $63,988.00

AGREEMENT NOT-TO-EXCEED TOTAL $285,508.00

The amount payable under categories 1), 2), 4), and 5) may be reallocated within the not-to-exceed total upon mutual agreement of the DEPARTMENT and the CONSULTANT. Reallocations shall be properly documented for Final Audit purposes, but do not require a formal amendment.

The total amount to be paid under this AGREEMENT shall not exceed **$285,508.00**, the sum of the amounts shown in Article II, Section A (which amount is based on the CONSULTANT'S fee and manhour estimates of March 16, 2021, except by agreement of all parties made after supplemental negotiations and documented by a formal amendment to the AGREEMENT. Should circumstances beyond the control of the CONSULTANT require extension of the time of completion more than one (1) year, the general fee may be renegotiated and documented by a formal amendment to the AGREEMENT; however, the fixed fee (b) shall not change for reasons of work duration alone. The fixed fee (b) shall only change when there has been a significant increase or decrease in the scope of work outlined in this AGREEMENT.

B. LIMITATION OF COSTS

1. Costs incurred against this AGREEMENT shall not exceed the total amount specified in Article II, Section A unless otherwise authorized. The CONSULTANT shall give the DEPARTMENT a ninety (90)-day written notice when it appears that this limit will be exceeded.
2. It is expected that the total cost to the STATE shall be the not-to-exceed amount specified in Article II, Section A, and the CONSULTANT agrees to use best efforts to perform the work specified in the AGREEMENT and all obligations under this contract within this not-to-exceed amount.
3. The STATE shall not be obligated to reimburse the CONSULTANT for costs incurred in excess of the not-to-exceed amount specified in Article II, Section A.

4. Changes to the scope of work shall not be considered an authorization to the CONSULTANT to exceed the not-to-exceed amount specified in Article II, Section A.

C. PAYMENTS

Monthly payments on account of services rendered under this AGREEMENT may be made upon submission of invoices by the CONSULTANT to the DEPARTMENT. The CONSULTANT shall follow the DEPARTMENT'S Standardized Invoicing format. The fixed fee shall be invoiced during the billing period based upon the overall percent complete calculated within the approved progress report found in the DEPARTMENT'S Standardized Invoicing. Invoices shall be submitted for each month that there has been more than $10,000 in cumulative billable work since the last invoice, and at least quarterly.

Actual salaries paid and the indirect cost rate shown in Article II, Section A, shall be used until such time as true costs of salary burden and overhead are fixed by Final Audit. At that time, payments shall be adjusted to agree with the indirect cost rates as determined by Final Audit for the period in which the work was performed, as approved by the DEPARTMENT.

D. ANNUAL INDIRECT COST RATE SUBMISSIONS

The CONSULTANT and all subconsultants with a subcontract value of $200,000 or greater shall submit their audited indirect cost rate and related documents annually for the life of this AGREEMENT as follows:

To comply with the Federal Acquisition Requisitions (FAR), the CONSULTANT'S Indirect Cost Rate Audit must meet the following requirements:

- Be conducted by an independent Certified Public Accountant (CPA), a Federal government agency, or another state transportation agency.
- Be conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS) issued by the U.S. Government Accountability Office (GAO) and with the cost principles and procedures set forth in Part 31 of the FAR.
- Follow the guidance of the most recent American Association of State Highway Transportation Officials Uniform Audit and Accounting Guide for Audits of Architectural and Engineering Consulting Firms (AASHTO Audit Guide).

In addition to the Indirect Cost Rate Audit, CONSULTANTS shall submit the following documentation:

- AASHTO Internal Control Questionnaire (ICQ) for Consulting Engineers form with the required attachments.
- Certification of Final Indirect Costs as required pursuant to 23 CFR 172.11 and FHWA Order 4470.1A.

- Complete copy of the CONSULTANT'S annual audited financial statements.
- Analysis of reasonableness of executive compensation as outlined in the AASHTO Audit Guide.
- Cognizant letter, if available.
- A listing of all contracts, with dollar amounts, the CONSULTANT has currently with the DEPARTMENT as a prime consultant or subconsultant.

Annual indirect cost rate submissions are due within 6 months of the CONSULTANT'S fiscal year end and shall be submitted to the DEPARTMENT'S Internal Audit Office electronically to DOT-InternalAudit@dot.nh.gov or in writing.

E. RECORDS, REPORTS, AND FINAL AUDIT

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 expenditure report 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 Regulations (FAR) in Title 48 of the Code of Federal Regulations (Subpart 31.2 and Subpart 31.105).

The DEPARTMENT shall have the right, at the time of Final Audit, to review all items charged on this project. If, in the opinion of the DEPARTMENT, such payment is unreasonable, the CONSULTANT shall be required to justify such payment or payments before they will be approved as direct or indirect costs.

All costs as described in Article II Section A.1 through A.5 are to be determined by actual records kept during the term of the AGREEMENT, which are subject to Final 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 not-to-exceed amount specified in Article II, Section A. All Subconsultant costs may also be subject to Final 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.

B. CONTRACT PROPOSALS

After the CONSULTANT has furnished to the DEPARTMENT contract drawings, special provisions, specifications, and estimate of quantities 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 - 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 by 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 6 Bedford Farms Drive, Suite 111, Bedford, NH.

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, employees, 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 by the DEPARTMENT 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 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 A, 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 A.

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 by the DEPARTMENT, reimburse the CONSULTANT for such additional design services in accordance with the provisions of Article II, Section A.

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". A copy of each subcontract shall be submitted for the DEPARTMENT'S files.

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.

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

      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 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:

      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. 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
4. 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.

ARTICLE IV

L. EXTENSION OF COMPLETION DATE(S)

If, during the course of the work, the CONSULTANT anticipates that one or more of the completion dates specified in this AGREEMENT cannot be met, 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 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.

Orford 40366 X-A004(371)

NH 25A over Brackett Brook

Part B - Scope of Work & Fee Proposal

Prepared By:

Hardesty & Hanover

In conjuction with McFarland Johnson

Submitted To:

New Hampshire DOT Department of Transportation

March 10, 2020

OVERVIEW

This is the Part B-Final Design Scope of Work and Project Assumptions for the Orford 40366, X-A004(371), Bridge 217/112, NH 25A over Brackett Brook Bridge Replacement Project.

Part A, currently being completed, includes the TS&L Study, Preliminary Highway and Bridge Plans and the NEPA Environmental process resulting in an anticipated Categorical Exclusion (CE).

General Project Assumptions

1. This Part B Scope of Work has been prepared based on the Part A Preliminary Design and a **Phased Construction Bridge Replacement on a slightly new alignment** as the Department-selected alternative to advance to final design. A temporary signal will be used to provide one-way alternating traffic over the bridge during construction.
2. Contract execution and Notice to Proceed are anticipated by May 2020. The Department has the Orford 40366 project currently scheduled for advertisement in December 2021.
3. The Part B Design Contract completion will occur two (2) years following the Notice to Proceed.
4. The project design schedule will be prepared upon receipt of Notice to Proceed.
5. Subsurface investigations and Geotechnical recommendations will be provided by the Department and will be available in order to proceed with the design schedule.
6. Construction phase services included in the scope of work assume two (2) shop drawing submissions each of: structural steel, bearings, bridge rail, and bridge approach rail.
7. Right-of-Way Plans and Utility Coordination services are not included in this scope of work, except coordination with NHDOT's Bureau of Right of Way and Utilities Section.
8. The Scope and Fee is based on bridge replacement with phased construction utilizing one-lane alternating traffic as presented in the Revised TS&L Study.
9. Additional hydrological, hydraulic and scour analysis will not be performed in Part B. Information from the Part A hydrological, hydraulic and scour analysis will be used.
10. Scour evaluation is not required as the replacement bridge is a single span (abutments only).
11. The submittals are:
    - Pre-PS&E (PPS&E)
    - PS&E
    - Contract Documents

    The elements of the typical 60% Slope & Drain Highway submission will be incorporated into the PPS&E submission. There will be no separate 60% Slope & Drain Highway submission.
12. A single construction contract will be used to complete all the work.
13. No electronic submission of plan files to NHDOT will be required at any of the interim stage submissions. Electronic files will only be submitted at the contract plans submission and PPS&E.

Project Management Assumptions

Hardesty & Hanover will manage the project, its own resources, and subconsultants under contract with Hardesty & Hanover. Management will include allocation of resources to meet agreed upon schedules and milestones, design progress compared to budget expenditure and coordination with NHDOT project team members. Specifically, project management activities budgeted for are assumed as follows:

1. Part B startup, coordination meetings, subconsultant contract agreements, and an initial project design schedule.
2. Monthly invoicing and progress reports.
3. Coordination with NHDOT including identification of out-of-scope activities (if any) or necessary modifications to the contract.
4. Periodic updating of the design schedule.
5. Tracking progress of Hardesty & Hanover and subconsultants progress compared to approved budgets.
6. Coordinate closeout of project Part B phase, including satisfactory delivery of electronic files, reports, plans, and estimates.
7. Approximately four (4) hours per month has been allocated to Project Management for the duration of the project.

Bridge Design Assumptions

1. Final design is based on the bridge replacement on the alignment determined during Part A Design. No revisions to the proposed bridge location and horizontal alignment approved in Part A is anticipated.
2. No utilities (water, sewer, electric, telephone and/or cable) will be carried on the bridge.
3. A boring request plan was developed and submitted during Part A.
4. Bridge design will be performed in accordance with AASHTO LRFD Bridge Design Specifications, 8th Edition without Interims.
5. Load rating will be performed in accordance with the Load and Resistance Factor Rating (LRFR) Method. The Form 4 will be in accordance with the NHDOT Bridge Inspection Manual.
6. Design Fee estimate is based on the following:
   a. Single span 57-foot long bridge with a 45-degree skew.
   b. Superstructure girders are metalized, steel, welded plate girders
   c. Bridge deck is cast-in-place reinforced concrete
   d. Cast-in-place reinforced concrete abutments founded on driven piles
   e. Cantilever abutment design is based on one design section
   f. Seismic design is not required
   g. Cantilevered reinforced concrete wingwalls founded on driven piles
   h. Expansion joint will be strip seal
   i. Elastomeric bearings will be used at both abutments
   j. Bearings will have masonry plates and anchor bolts
   k. Elastomeric bearing design is based on AASHTO Method A
   l. Approach Slabs and sleeper slabs will be constructed

Anticipated General Drawing Sheet List (4 sheets total)

Front Sheet
Index of Sheets and General Notes**
Standard Symbols (2 sheets)**

Anticipated Bridge Drawing Sheet List (35 sheets total)

Bridge General Plan & Elevation
Quantities and Survey Layout
Notes Sheet (2 sheets)
Site Plan & Profile
Channel Sections
Construction Access & Grading Plan
Boring Layout and Boring Logs (5 sheets)
Pile Layout
Footing A Masonry & Reinforcement
Abutment A Masonry
Abutment A Reinforcement
Abutment A Wingwall Masonry & Reinforcement
Footing B Masonry & Reinforcement
Abutment B Masonry
Abutment B Reinforcement
Abutment B Wingwall Masonry & Reinforcement
Bridge Bearings (2 sheets)
Superstructure Framing Plan & Details
Diaphragms & Details
Typical Deck Section & Details
Deck Reinforcement
Approach Slabs
Expansion Joint Details
Rail & Curb Layout
Bridge Rail*
Bridge Approach Rail*
Portable Concrete Barrier-Braced (2 sheets) *
Reinforcing Steel Schedule

*Indicates NHDOT Bridge Detail Sheet

Highway Design Assumptions

1. MJ will provide quantities and estimate for the Construction Signs and Warning Devices.
2. MJ will be responsible for the design of all pavement markings and ground mounted signs.
3. Temporary lighting design and layout, if required, will be completed by the Department. MJ will incorporate lighting design and layout into the highway design plans.
4. A formal Traffic Management Plan (TMP) is not required and is not included.

Anticipated Highway Drawing Sheet List (20 sheets total)

Typical Sections and Pavement Match Detail
Summary of Quantities (2 sheets)
Sign Text Summary Layout
Driveway Detail Sheet**
Guardrail Detail Sheet**
General Plan
Profile
Pavement Marking and Signing Plan
Traffic Control Plans (2)
Regional Construction Warning Sign Plan
Temporary Traffic Signal Plan
Cross Sections (7 sheets)

**Indicates NHDOT Highway Detail Sheet

Environmental Assumptions

1. The wetland delineation was completed by MJ in 2017 and updated in 2019. It is assumed that no additional delineation will be required.
2. Mitigation will not be required.
3. The project is expected to qualify for authorization under the Army Corps NH General Permit. An Individual Section 404 Permit and Water Quality Certificate will not be required.
4. The project is not located within an area protected under the NH Shoreland Water Quality Protection Act; therefore, a Shoreland Permit will not be required.
5. NHDOT will complete the NPDES Construction General Permit NOI.
6. NHDOT will be responsible for payment of permit application fees.

SCOPE OF SERVICES – Hardesty & Hanover (H&H)

PROJECT MANAGEMENT (H&H)

MGMT TASK 1 – PROJECT WIDE ACTIVITIES

General Management of Project

Hardesty & Hanover will accomplish the Project Management activities listed above under "Project Management Assumptions".

Project Meetings

This task includes effort by the Project Manager to assist or review the preparation of, attendance at and documentation after project meetings with either NHDOT staff, other project stakeholders, and our subconsultant MJ. Three (3) meetings with the NHDOT and two (2) with others are assumed. The meetings will include: three (3) Progress Meetings with NHDOT Bureau of Bridge Design (Phase B Kick-off meeting, Pre-PS&E, and PS&E).

MGMT TASK 2 – QUALITY ASSURANCE

Quality Assurance activities in accordance with Hardesty & Hanover's Quality Management Program will be accomplished by H&H's Project Manager for this project. As part of H&H's Project Management Plan (PMP) for Part B that will be developed by the Project Manager and will describe the "who" and "how" a specific project will be performed, including detailed budget, schedule, resources, responsibilities, communications and quality, will be a Project-Specific Quality Management Plan (PSQMP): The plan will be developed by the Project Manager to describe specific quality requirements for the NHDOT Orford 40366 project. Quality Control procedures and requirements will be outlined in the PSQMP but those functions, including Designer, Checker, and Technical Reviewer are part of the design scope of work and are listed there.

BRIDGE (H&H)

BRIDGE TASK 1 – PROJECT WIDE ACTIVITIES

Project Meetings

This task includes effort by the Project Engineer and /or the Design Engineer(s) to prepare, attend, and document project meetings with NHDOT staff, other project stakeholders, and our subconsultant MJ. Three (3) meetings with NHDOT and two (2) with others are assumed.

Site Visits

This task provides for H&H's Project Engineer and one Design Engineer to travel to the project site and review the existing features, especially important with the changed stream conditions and revised survey.

BRIDGE TASK 2 - PRELIMINARY PS&E SUBMISSION

A Preliminary PS&E (PPS&E) submission including quantities will be prepared for the bridge replacement project. H&H will address comments on the Part A Preliminary submission.

H&H will coordinate with MJ for the respective Bridge and Highway PPS&E submission documents including completion of a quality cross-check (interdisciplinary review) prior to submission to NHDOT. H&H will also coordinate with MJ for any Environmental impacts from the bridge project.

BRIDGE TASK 3 - PS&E SUBMISSION

Plans, Specifications, & Estimate (PPS&E) submission including quantities and draft Special Provisions will be prepared for the bridge replacement project. H&H will address comments on the PPS&E submission, and coordinate with MJ for Highway elements and Environmental Permitting requirements.

The combined Bridge-Highway PPS&E submission documents including completion of a quality cross-check (interdisciplinary review) prior to submission to NHDOT. H&H will also coordinate with MJ for any Environmental impacts from the bridge project.

BRIDGE TASK 4 – DRAFT CONTRACT PLANS ("PAPER MYLAR") SUBMISSION

The plans will be updated to incorporate review comments received from the Department on the PS&E submission. The quantities will be updated to reflect changes made to the plans and/or specifications. The combined Bridge-Highway PPS&E submission documents including completion of a quality cross-check (interdisciplinary review) prior to submission to NHDOT.

BRIDGE TASK 5 - CONTRACT PLANS SUBMISSION

The plans will be updated to reflect comments received from the Department. The quantities will be updated to reflect changes made to the plans and/or specifications. The draft special provisions will be finalized based on comments received. The final plans, calculations, and special provisions will be reviewed, printed and packaged for submission to the Department. The combined Bridge-Highway PPS&E submission documents including completion of a quality cross-check (interdisciplinary review) prior to submission to NHDOT.

BRIDGE TASK 6- CONSTRUCTION PHASE SERVICES

Requests for Information Responses (Bridge)

H&H staff will provide responses to formal Contractor Requests for Information (RFI) on bridge related issues during construction, as requested by the Department. For the purposes of this scope, it is assumed responses will be required by H&H for up to two (2) contractor RFI's.

Shop Drawing Review (Bridge)

H&H staff will review Contractor shop drawings as requested by the Department. H&H assumes that there will be two (2) shop drawing submissions each of: structural steel, bearings, bridge rail, and bridge approach rail.

SCOPE OF SERVICES – Subconsultant McFarland Jonson (MJ)

HIGHWAY DESIGN (MJ)

HWY TASK 1 – PROJECT WIDE ACTIVITIES

Project Meetings

This task includes effort to prepare for, attend and document project meetings with either H&H, NHDOT staff or other project stakeholders. Two (2) meetings with the NHDOT with one (1) MJ staff member attending are assumed. One of the meetings is assumed to be the Pre-Advertisement meeting.

Site Visits

This task provides effort for one (1) MJ staff member to travel to the project site and review the existing features.

HWY TASK 2 - PRELIMINARY PS&E SUBMISSION

There will be no Slope & Drain submission for this project. However, to support the development of the Right-of-Way Plans and the Wetland Impact Plans (completed by MJ), the General Plan, Profile, and Cross Sections will be submitted to the Department for review after comments on the Preliminary Design submission have been addressed and the grading and drainage has been finalized. This submission will not include a Design Report, Traffic Control Plans, a project estimate, or other plans typically submitted as part of a Slope & Drain submission. Upon acceptance of the project impacts by the Department, project CADD files will be submitted to the Department for use in developing the Right-of-Way Plans.

A Preliminary PS&E submission will be prepared for the highway related work associated with the bridge replacement and will address comments on the Preliminary submission.

The PPS&E submission will include the typical 60% Slope and Drain submission elements. Permanent construction signs will include signage indicating wide loads should seek alternate routes. The location of these warning signs will be indicated on a regional plan. Cross sections for the final roadway configuration will also be provided. Cross sections depicting each phase of construction will not be developed. No roll plans will be developed.

Completed TCP plans will be included. Draft special provisions will also be developed. It is assumed that only one (1) special provision will need to be developed by MJ for the temporary signal.

It is expected that Best Management Practices (BMPs) for storm water treatment will be required. The BMP will be a vegetated swale and will be designed to meet Alteration of Terrain (AOT) and NH Stormwater Manual criteria. Extreme precipitation data from the Northeast Regional Climate Center at Cornell University will be used for the drainage/stormwater analysis. It is assumed that a closed drainage system will be required to direct stormwater to the vegetated swale.

Since no impacts to utilities are assumed, a Utility Plan submission will not be required

HWY TASK 3 - PS&E SUBMISSION

PS&E submission will be prepared for the highway related work.

HWY TASK 4 – DRAFT CONTRACT PLANS ("PAPER MYLAR") SUBMISSION

The plans will be updated to incorporate review comments received from the Department on the PS&E submission. The quantities will be updated to reflect changes made to the plans and/or specifications.

HWY TASK 5 - CONTRACT PLANS SUBMISSION

The plans will be updated to reflect comments received from the Department. The quantities will be updated to reflect changes made to the plans and/or specifications. The draft special provisions will be finalized based on comments received. The final plans, calculations, and special provisions will be reviewed, printed front sheet and submitted electronically to the Department.

HWY TASK 6- CONSTRUCTION PHASE SERVICES

Requests for Information Responses (Roadway)

MJ staff will provide responses to formal Contractor Requests for Information (RFI) on roadway related issues during the construction phase, as requested by the Department. For the purposes of this scope, it is assumed responses will be required by MJ for up to two (2) contractor RFI's.

Shop Drawing Review (Roadway)

MJ staff will review Contractor shop drawings as requested by the Department. This scope assumes the Contractor/Subcontractor will use due diligence in preparing the submittal documents, and multiple reviews per submittal will not be required by MJ staff. For the purposes of this scope, it is assumed that one (1) submittal review will be required by MJ staff for the temporary traffic signal.

ENVIRONMENTAL (MJ)

DESCRIPTION

The Environmental work in Part B includes the preparation of permit application materials and coordination for Federal and State environmental permits required for the proposed replacement of the bridge and associated roadway approaches.

ENV TASK 1 – PERMITTING AND COORDINATION

Env 1.1 Rare Species: MJ will request updated species information from the NH Natural Heritage Bureau and USFWS IPaC webtool. It is assumed that no further coordination or surveys will be required.

Env 1.2 NHDOT Natural Resource Agency Coordination Meeting: One (1) NHDOT Natural Resource Agency Coordination Meeting will be attended to provide an update on the preferred alternative and proposed impacts. Previous coordination with the resource agencies indicated that mitigation will not be required for this project. This will be confirmed.

One MJ and one H&H staff member will attend this meeting. MJ will prepare the Agenda Item Request Form, PowerPoint presentation, and meeting minutes. H&H will provide bridge plans.

ENV 1.3 NHDES Standard Dredge & Fill Permit: As a Tier 3 stream crossing, this project will require a major impact Standard Dredge & Fill Permit from NHDES. The following application materials will be prepared based on the NHDES wetlands rules, effective date December 15, 2019. Materials will be prepared by MJ except where otherwise noted.

1. Intra-Department Project Informational Form
2. Current NHDES Application Form, Avoidance and Minimization Form, Attachment A Form
3. Supplemental project narrative
4. USGS Location Map (1;24,000)
5. Narrative that addresses bank stabilization rules (Env-Wt 514)
6. Wetland evaluation report and functional assessment of all wetlands on the project site (US Army Corps Highway Methodology)
7. US Army Corps wetland data sheets
8. US Army Corps Secondary Impacts Checklist and supplemental narrative
9. Supporting documentation on rare species and Section 106 consultation
10. Color photos of all impact locations
11. Construction sequence (H&H will provide bridge construction sequencing)
12. Hydraulic capacity report (summarized from the Type, Size and Location (TSL) Study prepared by H&H in Part A)
13. Wetland Impact and Erosion Control Plans showing temporary and permanent impacts required for construction of the project; cross section and profile views of the proposed bridge; and proposed easements and ROW acquisitions (H&H will provide all necessary design files for the completion of the impact plans)
14. Stream Crossing Rule Requirements (Env-Wt Chapter 900):
    a) USGS map with project location, watershed boundary of contributing watershed, size of watershed, and stream tier;
    b) NHDES Stream Crossing Worksheet;
    c) Narrative that demonstrates hydraulic, geomorphic, and aquatic organism passage compatibility and addresses the following:
        1. openness ratio of the proposed bridge
        2. streambed simulation details and channel information of existing crossing metrics relative to the proposed structure, based on the NH stream crossing guidelines
        3. long-term erosion and stability consequences of constructing the proposed stream crossing, and methods and structures to be implemented to minimize any consequences identified;
        4. bed forms and streambed characteristics necessary to cause water depths and velocities within the crossing structure at a variety of flows to be comparable to those found in the natural channel upstream and downstream reaches;
        5. percent of increase in the hydraulic capacity of the stream crossing; and
        6. how connectivity considerations were addressed focusing on stream reach, stream type, stream stability, and existing and potential for erosion in siting and modifying or replacing an existing stream crossing;

7. detrimental geomorphic consequences that have occurred as a result of the existing stream crossing, if any;
8. the crossing's contribution to flooding that damages the crossing or other human infrastructure;
9. explanation of how design and construction considerations outlined in the NH stream crossing guidelines have been addressed.

d) Alternative Design Technical Report that addresses the following:
1. why installing the structure specified in rule is not practicable;
2. detailed financial comparison of the costs for the proposed bridge and a bridge alternative that would fully comply with applicable stream crossing design requirements (assumed to be an 86-foot span). H&H will prepare the cost estimates, with the cost of an 86-foot span determined by general estimates based on span dimensions.
3. detailed description of the physical limitations of the site;
4. hydraulic analysis to show that the proposed stream crossing can accommodate the applicable design storm or that the crossing, together with the associated roadway and roadway embankment, can safely accommodate overtopping flows (it is assumed that the hydraulic analysis completed by H&H in Part A and summarized in the TSL Study will satisfy this requirement and that no additional hydraulic analysis will be required);
5. description of how the proposed alternative meets the general design criteria established in Env-Wt 904.01 and the Tier 3 design criteria established in Env-Wt 904.07 to the maximum extent practicable.

MJ will compile all materials into a single PDF and provide the draft application package to H&H for review. Once revisions are incorporated, the draft application package (PDF and one hardcopy) will be sent to NHDOT for review. It is assumed that one meeting with NHDOT will be required to review comments on the application package, to be attended by one MJ and one H&H staff member. MJ will incorporate NHDOT's comments and prepare the final wetland application package, providing up to 8 hardcopies and a PDF to NHDOT for submittal to NHDES and others.

ENV 1.4 Application Follow-Up: MJ will coordinate with the NHDOT and H&H via email and telephone to prepare a response to questions on the application from the NHDES Wetlands Bureau, Conservation Commission, or others.

It is assumed that the Orford Conservation Commission will <u>not</u> require project representatives to attend a Conservation Commission Meeting to discuss the submitted permit application.

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 Hardesty & Hanover, LLC ____, proposed subconsultant McFarland Johnson ____, hereby certifies that it has _X_, 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 _X_, 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.

Hardesty & Hanover, LLC
(Company)

By: _____

Chief Executive Officer
(Title)

Date: August 26, 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.

August 26, 2021
(Date)

(Signature)

Attachment 3

CERTIFICATION OF CONSULTANT/SUBCONSULTANT

I hereby certify that I am the Chief Executive Officer and duly-authorized representative of the firm of Hardesty & Hanover, LLC, 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.

August 26, 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):

August 26, 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: Michael J. Gawlas

Chief Operations Officer

Dated: August 26, 2021

CONSULTANT

By:

Chief Executive Officer

(TITLE)

Dated: August 26, 2021

Department of Transportation

WITNESS TO THE STATE OF NEW HAMPSHIRE

By: Phyllis C. Jouwelakas

THE STATE OF NEW HAMPSHIRE

By:

Director of Project Development

for DOT COMMISSIONER

Dated: August 26, 2021

Dated: August 26, 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: 10/27/2021

By: Emily C. Hong

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

s:\admin\consult\master agreements\signpages(9).doc

(Limited partnership, Limited liability professional partnership or LLC)

Certificate of Authority # 3
ORFORD 40366, X-A004(371), Part B, NH Route 25A, Br. No. 217/112

Limited Partnership or LLC Certification of Authority

I, Sean A. Bluni, **hereby certify that I am a Partner, Member or Manager**
(Name)
of Hardesty & Hanover, LLC **a limited liability partnership under RSA 304-B,**
(Name of Partnership or LLC)

a limited liability professional partnership under RSA 304-D, or a limited liability company under RSA 304-C.

I certify that I am authorized to bind the partnership or LLC. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person listed above currently occupies the position indicated and that they have full authority to bind the partnership or LLC and that this authorization **shall remain valid for thirty (30)** days from the date of this Corporate Resolution

DATED: August 26, 2021 **ATTEST:**
(Name & Title)
Chief Executive Officer

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 HARDESTY & HANOVER, LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on October 22, 2012. 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: **680637**

Certificate Number: **0005414379**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 28th day of July A.D. 2021.

William M. Gardner

Secretary of State

Client#: 25393 HARDHANO

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/02/2021

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Greyling Ins. Brokerage/EPIC
3780 Mansell Road, Suite 370
Alpharetta, GA 30022

CONTACT NAME: Jerry Noyola
PHONE (A/C, No, Ext): 770-220-7699 FAX (A/C, No):
E-MAIL ADDRESS: jerry.noyola@greyling.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Union Fire Ins Co of PA	19445
INSURER B : Aspen American Insurance Company	43460
INSURER C : Commerce & Industry Ins. Co.	19410
INSURER D : Zurich American Insurance Co	16535
INSURER E :	
INSURER F :	

INSURED
Hardesty & Hanover, LLC
1501 Broadway
New York, NY 10036

COVERAGES CERTIFICATE NUMBER: 21-22 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X	X	GL9566090	08/01/2021	08/01/2022	EACH OCCURRENCE	$2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$500,000
	X Contractual Liab.						MED EXP (Any one person)	$25,000
							PERSONAL & ADV INJURY	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$4,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$4,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY	X	X	CA5425480	08/01/2021	08/01/2022	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	UMBRELLA LIAB X OCCUR	X	X	CX009N721	08/01/2021	08/01/2022	EACH OCCURRENCE	$10,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$10,000,000
	DED X RETENTION $0							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		X	WC043172130	08/01/2021	08/01/2022	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N	N/A					E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
D	Valuable Papers			CPP943349013	08/01/2021	08/01/2022	Limit $1,000,000	

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

Re: Rehabilitation or replacement of the Red Listed bridge (Br. No. 217/112) carrying NH Route 25A over Brackett Brook in the Town of Orford. ORFORD 40366,X-A004(371). H&H #3408. The State of New Hampshire DOT is named as an Additional Insured on the above referenced liability policies with the exception of workers compensation & professional liability where required by written contract. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, 30 days' written notice (except 10 days for nonpayment of premium) will be provided to the Certificate Holder.

CERTIFICATE HOLDER

The State of New Hampshire
Department of Transportation
John O. Morton Building
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

© 1988-2015 ACORD CORPORATION. All rights reserved.

Client#: 25393 HARDHANO

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/31/2021

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 any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Greyling Ins. Brokerage/EPIC
3780 Mansell Road, Suite 370
Alpharetta, GA 30022

CONTACT NAME: Jerry Noyola
PHONE (A/C, No, Ext): 770-220-7699 FAX (A/C, No):
E-MAIL ADDRESS: jerry.noyola@greyling.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Evanston Insurance Company	35378
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Hardesty & Hanover, LLC
1501 Broadway
New York, NY 10036

COVERAGES CERTIFICATE NUMBER: 21-22 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional/ Pollution Liab.			MKLV7PL0004434	01/01/2021	01/01/2022	Per Claim $5,000,000 Aggregate $5,000,000	

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

Re: Rehabilitation or Replacement of the Red Listed bridge (Br. No. 217/112) carrying NH Route 25A over Brackett Brook in the Town of Orford. ORFORD 40366,X-A004(371). H&H #3408. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, 30 days' written notice (except 10 days for nonpayment of premium) will be provided to the Certificate Holder. Professional Liability Deductible: $75,000.

CERTIFICATE HOLDER

The State of New Hampshire
Department of Transportation
John O. Morton Building
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

© 1988-2015 ACORD CORPORATION. All rights reserved.

New Hampshire DOT
Department of Transportation

VICTORIA F. SHEEHAN
COMMISSIONER

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

Date 7-19-17
G+C #26

WILLIAM CASS, P.E.
ASSISTANT COMMISSIONER

Bureau of Bridge Design
May 19, 2017

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 Hardesty & Hanover, LLC (Vendor 279057), for a total amount not to exceed of $163,734.00, for the preliminary design, public involvement process, final design, and associated environmental & cultural services for replacement or rehabilitation of the existing bridge carrying NH Route 25A over Brackett Brook in the Town of Orford, effective upon Governor and Council approval, through June 30, 2020. 100% Federal Funds.

Funding is contingent upon the availability and continued appropriation of funds in FY 2018, FY 2019, and FY 2020:

04-96-96-963515-3054	FY 2018	FY 2019	FY 2020
Consolidated Federal Aid			
046-500463 Eng Consultants Non-Benefit	$83,734.00	$50,000.00	$30,000.00

EXPLANATION

The Department requires professional engineering design and environmental consultant services to prepare preliminary design, public involvement process, final design, and associated environmental & cultural services for replacement or rehabilitation of the existing bridge carrying NH Route 25A over Brackett Brook in the Town of Orford. Constructed in 1929, this two-span continuous reinforced concrete slab bridge has a total length of 40 feet and a total width of 35.7 feet. It is on the Department's Red List of deficient structures. This project is shown in the 2017-2026 Ten Year Plan for construction ($2.0M) in 2021.

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 Project Manager, the Administrators of the Bureaus of Bridge Design, Environment, Highway Design, 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 Orford 40366 bridge project. The assignment was listed as a "Project Soliciting for Interest" on the Department's website on June 27, 2016, 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 July 28, 2016 for consideration and approval by the Assistant Commissioner. Upon receipt of that approval, three shortlisted firms were notified on August 24, 2016 through a technical "Request For Proposal" (RFP). Committee members individually rated the firms on October 13, 2016 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 sixteen (16) consultant firms that were considered for this assignment, with the three short-listed firms shown in bold, is as follows:

Consultant Firm	*Office Location*
AECOM	Manchester, NH
Becker Structural Engineers	**Portland, Maine**
BETA Group	**Manchester, NH**
C&C Consulting Engineers, LLC	Boston, Ma
CLD Consulting Engineers	Manchester, NH
CMA Engineers, Inc.	Portsmouth, NH
DuBois & King Inc.	Laconia, NH
GM2 Associates, Inc.	Concord, NH
Hardesty & Hanover, LLC	**Bedford, NH**
HNTB Corporation	Westbrook, Maine
Jacobs Engineering Group, Inc.	Bedford, NH
Louis Berger Group	Manchester, NH
Pathways Consulting, LLC	Lebanon, NH
Stantec Consulting Services, Inc.	Auburn, NH
Vanasse Hangen Brustlin, Inc.	Manchester, NH
WSP / Parsons Brinckeroff, Inc.	Manchester, NH

The firm of Hardesty & Hanover, LLC has been recommended for this contract. This firm has a good reputation and has demonstrated their capability to perform the necessary engineering and technical services for this assignment. Background information on this firm is attached.

Hardesty & Hanover, LLC has agreed to furnish the required services for a total amount not to exceed of $163,734.00. 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.

This project funding is 80% Federal funds with 20% State match. Turnpike toll credit is being utilized for New Hampshire's match requirement, effectively using 100% Federal funds.

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,

Victoria F. Sheehan
Commissioner

Attachments

October 13, 2016

PROJECT: ORFORD 40366, X-A004(371)

DESCRIPTION: Preliminary design, public involvement process, final design, and associated environmental & cultural services for replacement or rehabilitation of the existing bridge carrying NH Route 25A over Brackett Brook in the Town of Orford. Constructed in 1929, this two-span continuous reinforced concrete slab bridge has a total span of 40 feet and a total width of 35.7 feet. This bridge is on the Department's Red List of deficient structures and has a target advertising date in fiscal year 2021 in the current Ten Year Transportation Improvement Plan. Target date for Notice to Proceed is mid-April 2017. The scope of work for Part A may include: Design of a replacement bridge or rehabilitation of the existing bridge; Replacement of bridge rail and approach rail; Performance of a Hydraulic Study; Roadway design associated with the bridge rehabilitation/replacement; Traffic control design; Public Involvement support-services.-The future-structure is anticipated to accommodate 2-lanes of traffic (one lane in each direction), with shoulders. Environmental efforts are needed to prepare and complete all appropriate environmental documentation, including cultural resource investigations and permitting, to satisfy NEPA, Section 106 of the National Historic Preservation Act and state requirements. The Consultant will also be required to assist the Department in the public outreach / public involvement process and possible Public Hearing. This project requires Part "A" (Preliminary Design) and Part "B" (Final Design) services. At the conclusion of Part "A", the Department reserves the right to either negotiate a scope and fee for Part "B", or terminate the contract.

Services Required: BRDG, RDWY, ENV, HYD, PINV, TRAF

SUMMARY

Becker	3	3	3	3	3	3			18
BETA	1	2	2	2	2	2			11
Hardesty & Hanover	2	1	1	1	1	1			7

EVALUATION OF TECHNICAL PROPOSALS

Rating Considerations	Scoring of Firms			
	WEIGHT	Becker	BETA	Hardesty & Hanover
Comprehension of the Assignment	20%	17	20	19
Clarity of the Proposal	20%	17	18	18
Capacity to Perform in a Timely Manner	20%	17	19	18
Quality & Experience of Project Manager/Team	20%	17	20	19
Previous Performance	10%	7	9	9
Overall Suitability for the Assignment*	10%	7	9	8
Total	100%	82	95	91

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

Ranking of Firms:
1. BETA
2. H+H
3. Becker

Rating Considerations	Scoring of Firms			
	WEIGHT	Becker	BETA	Hardesty & Hanover
Comprehension of the Assignment	20%	17	19	18
Clarity of the Proposal	20%	16	19	19
Capacity to Perform in a Timely Manner	20%	17	18	19
Quality & Experience of Project Manager/Team	20%	16	18	19
Previous Performance	10%	7	8	8
Overall Suitability for the Assignment*	10%	16	8	8
Total	100%	79	90	91

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

Ranking of Firms:
1. H+H
2. BETA
3. BECKER

EVALUATION OF TECHNICAL PROPOSALS (continued)

Rating Considerations	Scoring of Firms			
	WEIGHT	Becker	BETA	Hardesty & Hanover
Comprehension of the Assignment	20%	15	16	18
Clarity of the Proposal	20%	15	18	18
Capacity to Perform in a Timely Manner	20%	16	16	17
Quality & Experience of Project Manager/Team	20%	15	18	18
Previous Performance	10%	5	8	8
Overall Suitability for the Assignment*	10%	5	8	8
Total	100%	71	84	89

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

Ranking of Firms:
1. H+H
2. BETA
3. Becker

Rating Considerations	Scoring of Firms			
	WEIGHT	Becker	BETA	Hardesty & Hanover
Comprehension of the Assignment	20%	13	18	19
Clarity of the Proposal	20%	13	18	19
Capacity to Perform in a Timely Manner	20%	13	18	18
Quality & Experience of Project Manager/Team	20%	15	17	18
Previous Performance	10%	8	8	8
Overall Suitability for the Assignment*	10%	6	9	8
Total	100%	68	88	90

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

Ranking of Firms:
1. H+H
2. BETA
3. Becker

Rating Considerations	Scoring of Firms			
	WEIGHT	Becker	BETA	Hardesty & Hanover
Comprehension of the Assignment	20%	16	18	19
Clarity of the Proposal	20%	14	18	18
Capacity to Perform in a Timely Manner	20%	15	18	18
Quality & Experience of Project Manager/Team	20%	15	18	19
Previous Performance	10%	7	9	9
Overall Suitability for the Assignment*	10%	7	9	9
Total	100%	74	90	92

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

Ranking of Firms:
1. H+H
2. BETA
3. BECKER

Rating Considerations	Scoring of Firms			
	WEIGHT	Becker	BETA	Hardesty & Hanover
Comprehension of the Assignment	20%	14	17	19
Clarity of the Proposal	20%	15	18	18
Capacity to Perform in a Timely Manner	20%	15	17	17
Quality & Experience of Project Manager/Team	20%	15	18	18
Previous Performance	10%	8	8	8
Overall Suitability for the Assignment*	10%	6	9	8
Total	100%	73	87	88

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

Ranking of Firms:
1. H+H
2. BETA
3. BECKER

TABLE OF CONTENTS

PREAMBLE

ARTICLE I - DESCRIPTION OF PROFESSIONAL SERVICES TO BE RENDERED 2
- B. SCOPE OF WORK (GENERAL) 2
- C. SCOPE OF WORK (PRELIMINARY ENGINEERING) 3
- D. MATERIAL FURNISHED BY THE DEPARTMENT OF TRANSPORTATION 4
- E. WORK SCHEDULE AND PROGRESS REPORTS 6
- F. SUBMISSION OF REPORTS, PLANS AND DOCUMENTS 6
- G. DATE OF COMPLETION 7

ARTICLE II - COST PLUS FIXED FEE COMPENSATION OF CONSULTANT 8
- A. GENERAL FEE 8
- B. SUMMARY OF FEES 10
- C. LIMITATION OF COSTS 10
- D. PAYMENTS 10

ARTICLE III - GENERAL PROVISIONS 12
- A. HEARINGS, ETC. 12
- B. CONTRACT PROPOSALS 12

ARTICLE IV - STANDARD PROVISIONS 13
- A. STANDARD SPECIFICATIONS 13
- B. REVIEW BY STATE AND FEDERAL HIGHWAY ADMINISTRATION - CONFERENCES - INSPECTIONS 13
- C. EXTENT OF CONTRACT 13
  - 1. Contingent Nature of Agreement 13
  - 2. Termination 13
- D. REVISIONS TO REPORTS, PLANS OR DOCUMENTS 14
- E. ADDITIONAL SERVICES 15
- F. OWNERSHIP OF PLANS 15
- G. SUBLETTING 15
- H. GENERAL COMPLIANCE WITH LAWS, ETC. 16
- I. BROKERAGE 16
- J. CONTRACTUAL RELATIONS 17
  - 1. Independent Contractor 17
  - 2. Claims and Indemnification 17
  - 3. Insurance 17
  - 4. No Third-Party Rights 18
  - 5. Construction of Agreement 18
- K. AGREEMENT MODIFICATION 18
- L. EXTENSION OF COMPLETION DATE(S) 18
- M. TITLE VI (NONDISCRIMINATION OF FEDERALLY-ASSISTED PROGRAMS) COMPLIANCE 19
- N. DISADVANTAGED BUSINESS ENTERPRISE POLICY AGREEMENT REQUIREMENTS 20
  - 1. Policy 20

2. Disadvantaged Business Enterprise (DBE) Obligation.. 21
3. Sanctions for Non-Compliance. 21
O. DOCUMENTATION 21
P. CLEAN AIR AND WATER ACTS 21

ATTACHMENTS

1. CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS, ETC.
2. CONSULTANT DISCLOSURE STATEMENT FOR PREPARATION OF ENVIRONMENTAL EVALUATIONS
3. CERTIFICATION OF CONSULTANT/SUBCONSULTANT
4. CERTIFICATION OF STATE DEPARTMENT OF TRANSPORTATION
5. CERTIFICATION FOR FEDERAL-AID CONTRACTS EXCEEDING $100,000 IN FEDERAL FUNDS
6. CERTIFICATION OF GOOD STANDING
7. CERTIFICATION OF INSURANCE
8. CERTIFICATION OF AUTHORITY / VOTE
9. SIGNATURE PAGE

s:\bridge-design\admin\agreemnt\40366-orford-part a final 041917.docx

ORFORD
X-A004(371)
40366
(PART A)

AGREEMENT
FOR PROFESSIONAL SERVICES

PREAMBLE

THIS AGREEMENT made this 28 day of March in the year 2017 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 Hardesty & Hanover, LLC, with principal place of business at 6 Bedford Farms Drive, in the Town of Bedford 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, proposes to rehabilitate or replace the Red Listed bridge (Br. No. 217/112) carrying NH Route 25A over Brackett Brook in the Town of Orford.

The DEPARTMENT requires professional engineering consulting services for the preparation of environmental documents, bridge plans, roadway plans, and other project plans as needed to progress through the permitting and public hearing process for this project. These services are outlined in the CONSULTANT'S Scope of Work and Fee Proposal dated February 10, 2017, which is 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 - 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 rehabilitation or replacement of the Red List bridge (Br. No. 217/112) carrying NH Route 25A over Brackett Brook in the Town of Orford. The two span reinforced concrete slab bridge was originally built in 1929 and widened in 1979. Each span is approximately 17'-6" for a total length of 35'-0". The original rail to rail bridge width was 22 feet, which was widened to 32 feet in 1979. The 2013 AADT is 820 vehicles with 7% truck traffic. The bridge is on the State's Red List with a 2015 priority number of 66 and is scheduled to advertise September, 2020. All plans, calculations, etc. shall be submitted using English Units.

B. SCOPE OF WORK (GENERAL)

The purpose of this project is: 1) Part "A", to study and prepare preliminary engineering plans suitable for a Public Information Meeting(s), Design Public Hearing (if needed), and completion of NEPA documentation; and; 2) Part "B", to prepare final plans, specifications and estimates for the bridge rehabilitation and associated roadway improvement contract. Part "B" is not included in this scope of work.

Assuming a successful completion of Part "A", the DEPARTMENT reserves the right to either negotiate a scope and fee for Part "B", or terminate the Contract.

The rehabilitated or replacement structure is anticipated to accommodate a minimum of 2-lanes of traffic (one in each direction) with shoulders.

The following general tasks are included in Part "A":

- Preliminary design for replacement or rehabilitation of the bridge
- Preliminary design of roadway approaches as needed to accomplish the proposed work
- Perform Hydraulic Study
- Develop preliminary Traffic Control Plan that is acceptable and economical for travelers
- Environmental efforts for documentation to comply with the National Environmental Policy Act (NEPA) (including Cultural Resource investigations in accordance with Section 106 of the National Historic Preservation Act) and the identification of any permitting requirements.
- Assist the Department in the public involvement process, including preparation of illustrative plans and exhibits for any meetings

C. SCOPE OF WORK (PRELIMINARY ENGINEERING)

The CONSULTANT shall be responsible for developing engineered alternatives through an iterative process of design and review involving the DEPARTMENT, STATE, and Federal environmental resource agencies, regional planning commissions, the local community, and the public. The work requires the development and refinement of engineering plans and technical documentation in accordance with the following criteria and involving the following work efforts:

1. Engineering Criteria

   The CONSULTANT shall follow appropriate engineering criteria based on the latest AASHTO Policy on Geometric Design of Highways and Streets, AASHTO LRFD Bridge Design Specifications, NHDOT Highway Design Manual, and NHDOT Bridge Design Manual, as amended. Engineering shall take into account the functional classification of the roadways being addressed; volumes of traffic; methods of construction; erosion control; traffic control; cost; right-of-way needs and impacts to private property; and environmental constraints and the need to avoid or minimize impacts to environmental resources.

2. Design Site Reviews

   The CONSULTANT to supplement available data, and to become familiar with the bridge and Waukewan Road as well as the adjoining roadway network anticipated to be affected shall perform on-site field reconnaissance of existing conditions within the study area. These field investigations shall be used to evaluate the feasibility of proposed improvements.

3. Technical Reports

   The CONSULTANT shall prepare Technical Reports to address engineering issues that, to varying degrees, will be incorporated into the Draft Environmental document (Categorical Exclusion anticipated) serving as the major milestones during the various phases of the study process. Technical support and writing shall be required to address the engineering aspects of the study as required to supplement and complete environmental documentation. In addition, an Engineering Report explaining in summary fashion all pertinent issues, recommendations and decisions relative to the design as proposed shall be required.

4. Public Participation

   The study shall require that the CONSULTANT be available to supplement the public participation process, in accordance with the DEPARTMENT'S Public Involvement Process for New Hampshire Transportation Improvement Projects. The CONSULTANT shall prepare presentation graphics, handouts and support displays, and be available to make presentations.

ARTICLE I

D. 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 DEPARTMENT'S CAD/D Procedures and Requirements for incorporation into the plans by the CONSULTANT:

   a. All existing survey and baseline data on disk or tape, field notes, and note reductions in the format outlined in the current DEPARTMENT CAD/D Procedures and Requirements. An electronic ground model shall be provided, if available, along with all existing information that can be used to create a model (ASCII point file, SDR data files, etc.).

   b. Electronic survey-data-file notes (meaning an unprocessed, survey-data dump) of all additional surveys requested by any party during the design process. The CONSULTANT shall be responsible for the reduction, editing, and incorporation of this data into the ground-terrain model and the plans. This data will be provided in a format as indicated in paragraph 1.a. above. Upon completion, the CONSULTANT shall confirm that the survey is correct by conducting appropriate field inspections.

   c. Electronic preliminary horizontal and vertical alignments for the project limits as envisioned. This data will be in MX format and coordinate (x, y, z) data (ASCII) format, in accordance with the DEPARTMENT'S 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 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 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 of this information (either in paper or electronic format) into the plans, in accordance with the current DEPARTMENT CAD/D Procedures and Requirements.

2. Latest structural inspection report, data, and photos of the bridge

3. Prints of the following information, for incorporation into the plans by the CONSULTANT:
   a. Existing bridge and highway plans
   b. All survey data and field notes of all surveys requested by any party during the design process. The CONSULTANT shall be responsible for the incorporation of this data into the plans.
   c. Any additional surveys of adjacent parcels, mitigation sites, wetland boundaries, or other pertinent items deemed necessary. Incorporation of this information into the plans will be the responsibility of the CONSULTANT.
   d. Roadway typical sections and other detail sheets shall be provided upon request by the CONSULTANT.
4. 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.
   b. Available critical cross-sections within the current limits of ground data.
5. 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.
6. Right-of-way data, property lines and parcel owners in CAD/D (abstracting completed by NHDOT electronically), which shall then be incorporated by the CONSULTANT into the plans.
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. The location of all existing utilities through direct contact with the various utility companies. Following the determination by the CONSULTANT of all unavoidable conflicts between existing utilities and the proposed construction, the DEPARTMENT will coordinate the necessary relocation of the conflicting utilities. The CONSULTANT shall be prepared to furnish CAD/D files in the current DEPARTMENT format to the DEPARTMENT for use in assisting utilities' design.
9. The pavement marking description, layout, item numbers, item descriptions and quantities will be provided to the CONSULTANT for inclusion into the plan set(s).
10. Geotechnical information if required (currently being done by DEPARTMENT).

E. 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. The CONSULTANT shall submit monthly progress reports to the DEPARTMENT, giving the percentage of completion of the work required by this AGREEMENT. These monthly progress reports shall be received by the DEPARTMENT by the 10th day of each month.

F. 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 submissions shall be as necessary in accordance with the study process and Environmental analysis as outlined above. Each submission shall be supplemented with such drawings, illustrations and descriptive matter as are necessary to facilitate a comprehensive review of proposed concepts. All plans, calculations, etc. shall be submitted using English Units.

The CONSULTANT will be expected to support their design proposals and 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 concepts.

The CONSULTANT'S final submission shall include hard copy of a colored geometric base plan annotated to depict all geometric elements of the proposed layout (dimensions, tapers, corner radii, driveway matches, curve data, stationing, significant design controls, special or non-standard elements etc), profiles, and full series of cross sections of the recommended concept, as well as CAD/D files for all plans. The cross sections should support the impacts shown on the Hearing Plan, include all drive sections, and be annotated as needed to convey design intent. The CAD/D files shall conform to the DEPARTMENT'S CAD/D Procedures and Requirements. The CONSULTANT shall also furnish coordinate summary of all survey control points with a corresponding plot of controls and alignments (including all curve data) superimposed over the detail plan as appropriate.

The CONSULTANT, with each submission, shall submit a transmittal describing the "design issues" addressed in that submission. In addition, the transmittal shall include anticipated or outstanding issues and the CONSULTANT'S recommendation. All issues shall be noted as to whether the CONSULTANT feels

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 with 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.

G. DATE OF COMPLETION

In accordance with the Governor and Council Resolution authorizing this AGREEMENT, the date of completion for the professional services rendered under this AGREEMENT is **June 30, 2020**.

ARTICLE II - COST PLUS FIXED FEE 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) an amount equal to the sum of the following costs:

1. Actual salaries* approved by the DEPARTMENT paid technical and other employees by the CONSULTANT, including salaries to principals, for the time such employees are directly utilized on work necessary to fulfill the terms of this AGREEMENT. A list of those personnel working on the project with their classifications and current salary rates shall be submitted to the DEPARTMENT for approval. The rates of any additional personnel working on the project, if any, shall require written approval of the DEPARTMENT prior to working on the project. The CONSULTANT shall submit classifications and rates for any additional personnel a minimum of 14 days prior to using the additional personnel.

   *In accordance with DEPARTMENT policy, the maximum direct-labor rate allowed for all positions under this AGREEMENT shall be $60.00 per hour unless a waiver to the salary cap has been specifically approved for specialty services.
2. Costs that are directly applicable to the salaries, salary burden, and direct and indirect costs, including administration costs. These costs may be applied to only straight time salary extensions where overtime is employed. These amounts shall be based on actual costs to the CONSULTANT for such items during the period of the AGREEMENT and those allowable in accordance with the applicable cost principles contained in Federal Acquisition Regulations Subpart 31.2 and Subpart 31.105. Further, any overtime required for this project shall have the prior written approval of the DEPARTMENT.
3. A fixed fee amount as shown in Article II, Section B for profit and non-reimbursed costs.
4. Reimbursement for direct expenses, including work performed by other parties, 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. 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.

ARTICLE II

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 the following paragraph and in Article II, Section C.1. All Subconsultant costs may also be subject to audit by the STATE and Federal Governments.

The total amount to be paid under this AGREEMENT shall not exceed $163,734.00, the sum of the amounts shown in Article II, Section B (which amount is based on the CONSULTANT'S fee and manhour estimates of February 10, 2017), except by agreement of all parties made after supplemental negotiations. Should circumstances beyond the control of the CONSULTANT require extension of the time of completion more than one (1) year, the general fee may be renegotiated; however, the fixed fee (b) shall not change for reasons of work duration alone. The fixed fee (b) shall only change when there has been a significant increase or decrease in the scope of work outlined in this AGREEMENT.

All salaries and increases thereof paid to technical or other employees assigned to this project shall be the result of a company-wide evaluation of all employees and shall not be restricted to employees assigned to this project.

If, in the opinion of the DEPARTMENT, any salary or increase thereof of engineering or technical personnel assigned to this project is unreasonable, it shall notify the CONSULTANT of its opinion with regard thereto and request the CONSULTANT to justify said salary or increase thereof. In the event that the CONSULTANT furnishes justification satisfactory to the DEPARTMENT for said salary or increase thereof, then such salary or increase thereof shall be approved as a payroll expense.

The DEPARTMENT shall have the right to exercise the power of review and approval of salary increases thereof, for a period of thirty (30) days after the submission of a monthly invoice by the CONSULTANT. Unless the DEPARTMENT notifies the CONSULTANT in writing during the thirty-day period that such salary increase thereof is, in its opinion, unreasonable, such lack of notice shall constitute approval of said salary increase thereof from the first day of the preceding month.

The DEPARTMENT shall have the right, at the time of audit, to review all items charged to overhead on this project. If, in the opinion of the DEPARTMENT, such payment is unreasonable, the CONSULTANT shall be required to justify such payment or payments before they will be approved as direct or indirect cost.

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 for examination by the STATE and copies thereof shall be furnished if requested.

ARTICLE II

B. SUMMARY OF FEES

The STATE, through the DEPARTMENT, hereby agrees to pay and the CONSULTANT agrees to accept as full compensation the following:

a. Actual CONSULTANT'S salaries*, costs applicable to actual salaries, salary burden (direct and indirect) and administrative costs attributable to overhead, the sum of which is estimated at $71,374.27. For billing purposes, salary burden and overhead costs are currently estimated at 145.61% of actual salaries.

b. A fixed fee to cover profit and non-reimbursed costs at $7,137.43.

c. Reimbursement for direct, out-of-pocket expenses estimated at $1,000.00.

d. Reimbursement for actual cost* of subconsultants estimated as follows:

- McFarland-Johnson, Inc. $64,096.81.
- Hartgen $20,125.49.

The actual amount payable under each category (a), (c) and (d) is only estimated and shall be changed only upon mutual agreement of the DEPARTMENT and CONSULTANT.

*In accordance with DEPARTMENT policy, the maximum direct-labor rate allowed for all positions under this AGREEMENT shall be $60.00 per hour unless a waiver to the salary cap has been specifically approved for specialty services.

C. LIMITATION OF COSTS

1. Costs incurred against this AGREEMENT shall not exceed $163,734.00 unless otherwise authorized. The CONSULTANT shall give the DEPARTMENT a ninety (90)-day written notice when it appears that this limit will be exceeded.
2. It is expected that the total cost to the STATE shall be the cost set forth under Article II, Section A, and the CONSULTANT agrees to use his best efforts to perform the work specified in the AGREEMENT and all obligations under this contract within such limiting amount.
3. The STATE shall not be obligated to reimburse the CONSULTANT for costs incurred in excess of the limiting amount set forth in Article II, Section A.
4. Change orders issued under this contract shall not be considered an authorization to the CONSULTANT to exceed the limiting amount set forth in the Summary in the absence of a statement in the change order, or other contract modifications, increasing the limiting amount.

D. PAYMENTS

Payments on account of services rendered under this AGREEMENT shall be made as follows:

1. Monthly payments on account may be made upon written request of the CONSULTANT. Detailed vouchers shall include certification of man-hours of effort by employee classification and actual salaries and other costs incurred accompanied by satisfactory evidence of work performed during the period. Actual salaries paid and percentage factor shown in Article II, Section B, part (a) as well as for all approved subconsultants, including those listed in part (d) of Section B, shall be used until such time as true costs of salary burden and overhead are fixed by audit. At that time, payments shall be adjusted to agree with the percentage factors as determined by audit for the period in which the work was performed, as approved by the DEPARTMENT. The fixed fee shall be invoiced during the billing period based upon the overall percent complete of the project's scope of work as approved by the DEPARTMENT.
2. The CONSULTANT shall submit a final voucher upon completion of services required by this AGREEMENT, which includes any unbilled portion of the allowable costs or fixed fee and adjustments, if necessary, for audited actual costs and deliver all required plans, documents and records.

ARTICLE III - GENERAL PROVISIONS

A. HEARINGS, ETC.

The DEPARTMENT will make all arrangements for and hold all necessary hearings in connection with the project, if necessary.

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 by 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 6 Bedford Farms Drive, Suite 211, Bedford, NH.

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, employees, 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 by the DEPARTMENT 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 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 by 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 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.

ARTICLE IV

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

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:

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. 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

4. 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 one or more of the completion dates specified in this AGREEMENT cannot be met, 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.

ARTICLE IV

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 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 Hardesty & Hanover, LLC, hereby certifies that it has _X_, 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 X_, 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.

Hardesty & Hanover, LLC
(Company)

By: _____
Sean A. Bluni
Principal
(Title)

Date: March 28, 2017

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.

March 28, 2017
(Date)

(Signature)
Sean A. Bluni, Principal

Attachment 3

CERTIFICATION OF CONSULTANT/SUBCONSULTANT

I hereby certify that I am the Sean A. Bluni and duly-authorized representative of the firm of Hardesty & Hanover, LLC, 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.

March 28, 2017
(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):

5/3/17
(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: _____

Executive Assistant

Dated: March 28, 2017

CONSULTANT - HARDESTY & HANOVER, LLC

By: _____

Principal
(TITLE)

Dated: March 28, 2017

Department of Transportation

WITNESS TO THE STATE OF NEW HAMPSHIRE

By: Michelle Drouin

Dated: 5/3/17

THE STATE OF NEW HAMPSHIRE

By: _____

Director of Project Development
for DOT COMMISSIONER

Dated: 5/3/17

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: 6/19/17

By: _____
Assistant Attorney General

Secretary of State

This is to certify that the GOVERNOR AND COUNCIL on JUL 19 2017 approved this AGREEMENT.

Dated: JUL 19 2017

Attest:

By: _____
Deputy Secretary of State

DEPUTY SECRETARY OF STATE

s:\admin\consult\master agreements\signpages(9).doc

Agreement No.: ORFORD 40366, X-A004(371)

RESOLUTION OF LIMITED LIABILITY COMPANY

This is to certify that Sean A. Bluni of Hardesty & Hanover, LLC, a Limited Liability Company of Charles J. Gozdziewski, Paul M. Skelton, Daniel Y. Wan, Keith R. Griesing, Sean A. Bluni of 1501 Broadway, New York, New York 10036, Michael D. Hawkins of 59 Elm Street, New Haven, CT 06510, Timothy J. Noles of 10151 Deerwood Park Boulevard, Suite 250 Jacksonville, FL 32256, and Glen E. Schetelich of 5 Marine View Plaza, Suite 503, Hoboken, NJ 07030, has full authority to enter into and execute on behalf of the aforesaid Limited Liability Company and to effectively bind same contracts and other contractual instruments.

March 28, 2017
Date

State of New York
County of New York

On this 28 day of March, 2017, before me personally came and appeared CHARLES J. GOZDZIEWSKI, PAUL M. SKELTON, TIMOTHY J. NOLES, GLEN E. SCHETELICH, DANIEL Y. WAN, KEITH R. GRIESING, MICHAEL D. HAWKINS and SEAN A. BLUNI to me known to be the persons who executed the above instrument, who being duly sworn by me, did for themselves depose and say that they are the managing members of the firm of Hardesty & Hanover, LLC, and that they executed the same as the act and deed to said firm of Hardesty & Hanover, LLC for the uses and purposes mentioned therein.

Date: March 28, 2017

Notary Public

FANNY A. OSORIO
Notary Public, State of New York
No. 01OS5060693
Qualified in New York County
Commission Expires June 16, 2019

Agreement No.: ORFORD 40366, X-A004(371)

RESOLUTION OF LIMITED LIABILITY COMPANY

This is to certify that Sean A. Bluni of Hardesty & Hanover, LLC, a Limited Liability Company of Charles J. Gozdziewski, Paul M. Skelton, Andrew C. Coates, Daniel Y. Wan, Keith R. Griesing, Sean A. Bluni of 1501 Broadway, New York, New York 10036, Michael D. Hawkins of 59 Elm Street, New Haven, CT 06510, Timothy J. Noles of 10151 Deerwood Park Boulevard, Suite 250 Jacksonville, FL 32256, and Glen E. Schetelich of 5 Marine View Plaza, Suite 503, Hoboken, NJ 07030, has full authority to enter into and execute on behalf of the aforesaid Limited Liability Company and to effectively bind same contracts and other contractual instruments.

March 28, 2017
Date

Timothy J. Noles

State of Florida
County of Broward

On this 28 day of March, 2017, before me personally came and appeared TIMOTHY J. NOLES, to me known to be the person who executed the above instrument, who being duly sworn by me, did for himself depose and say that he is a managing member of the firm of Hardesty & Hanover, LLC, and that he executed the same as the act and deed to said firm of Hardesty & Hanover, LLC for the uses and purposes mentioned therein.

Date: March 28, 2017

Notary Public

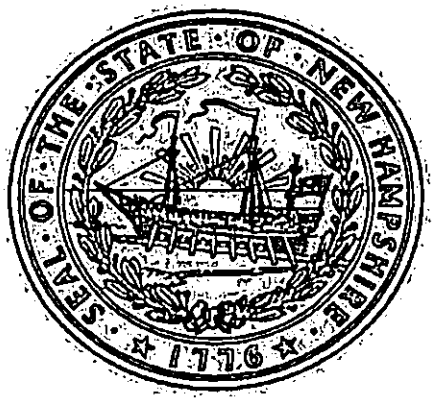
SABRINA SANCHEZ
MY COMMISSION # FF234538
EXPIRES June 22, 2019

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 HARDESTY & HANOVER, LLC is a Delaware Limited Liability Company registered to transact business in New Hampshire on October 22, 2012. 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: 680637



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of May A.D. 2017.

William M. Gardner
Secretary of State

Client#: 25393 HARDHANO

ACORD # CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/29/2017

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
Greyling Ins. Brokerage/EPIC
3780 Mansell Road, Suite 370
Alpharetta, GA 30022

CONTACT NAME: Jerry Noyola
PHONE (A/C, No, Ext): 770-552-4225 FAX (A/C, No): 866-550-0482
E-MAIL ADDRESS: jerry.noyola@greyling.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Zurich American Insurance Co	16535
INSURER B: American Guarantee & Liability	26247
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Hardesty & Hanover, LLC
1501 Broadway
New York, NY 10036

COVERAGES CERTIFICATE NUMBER: 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	X	X	GLO9434236-08	11/01/2016	11/01/2017	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
							PRODUCTS - COMP/OP AGG	$2,000,000
								$
	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS X Hired Phy Dam	X	X	BAP9433500-08	11/01/2016	11/01/2017	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $10,000	X	X	AUC9828851-06	11/01/2016	11/01/2017	EACH OCCURRENCE	$8,000,000
							AGGREGATE	$8,000,000
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	WC9433501-08	11/01/2016	11/01/2017	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
A	Valuable Papers			CPP9433490-08	11/01/2016	11/01/2017	Limit $1,000,000	

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

Re: Rehabilitation or replacement of the Red Listed bridge (Br. No. 217/112) carrying NH Route 25A over Brackett Brook in the Town of Orford. ORFORD 40366,X-A004(371). H&H #3408. The State of New Hampshire DOT is named as an Additional Insured on the above referenced liability policies with the exception of workers compensation & professional liability where required by written contract. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, 30 days' written notice (except 10 days for nonpayment of premium) will be provided to the Certificate Holder.

CERTIFICATE HOLDER

The State of New Hampshire
Department of Transportation
John O. Morton Building
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

© 1988-2014 ACORD CORPORATION. All rights reserved.

Client#: 25393 HARDHANO

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/04/2017

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
Greyling Ins. Brokerage/EPIC
3780 Mansell Road, Suite 370
Alpharetta, GA 30022

CONTACT NAME: Jerry Noyola
PHONE (A/C, No, Ext): 770-552-4225 FAX (A/C, No): 866-550-4082
E-MAIL ADDRESS: jerry.noyola@greyling.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Evanston Insurance Company	35378
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Hardesty & Hanover, LLC
1501 Broadway
New York, NY 10036

COVERAGES CERTIFICATE NUMBER: 17-18 PL 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liab			MKLV7PL0002511	01/01/2017	01/01/2018	Per Claim $5,000,000 Aggregate $5,000,000	

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

Re: Rehabilitation or replacement of the Red Listed bridge (Br. No. 217/112) carrying NH Route 25A over Brackett Brook in the Town of Orford. ORFORD 40366,X-A004(371). H&H #3408. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, 30 days' written notice (except 10 days for nonpayment of premium) will be provided to the Certificate Holder. Professional Liability Deductible: $75,000.

CERTIFICATE HOLDER

The State of New Hampshire
Department of Transportation
John O. Morton Building
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

© 1988-2014 ACORD CORPORATION. All rights reserved.