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New Hampshire DOT
Department of Transportation

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

Victoria F. Sheehan
Commissioner

William Cass, P.E.
Assistant Commissioner

Bureau of Bridge Design
September 22, 2022

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

REQUESTED ACTION

Authorize the Department of Transportation to **retroactively** amend Contract #4010424, with TRC Engineers, LLC, Export, PA (Vendor Code 201542), to provide on-call structural steel inspection services for steel bridge and structure fabrication for various bridge projects, by extending the completion date from October 1, 2022 to October 1, 2023, effective upon Governor and Council approval. The original Agreement was approved by Governor and Council on August 14, 2019, Item #23. Time extension only, no new funding.

EXPLANATION

This item is **retroactive** due to limited staffing resources which extended the time required to complete the contract adjustments.

On August 14, 2019, the Governor and Council authorized the subject on-call structural steel inspection services Agreement (Item #23; copy of Resolution attached) in the amount of $550,000.00 to provide steel inspection services for steel bridge and structure fabrication for various bridge projects.

This amendment to the Agreement is to extend the contract's completion date in accordance with the original Governor and Council approved Item, which provides for "the option to renew for one year subject to Governor and Council approval.". TRC Engineers is agreeable to this extension. Of the original $550,000.00 amount for this contract, there is a balance of approximately $281,000.00 remaining (Consolidated Federal Fund, AU 3054, have been utilized to encumber funds for the current contract. Actual funding sources are determined by each particular project incurring expenses as a result of this request.).

This amended Agreement has been approved by the Attorney General as to form and execution. 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 amend this Agreement for consulting services as outlined above.

Sincerely,

Victoria F. Sheehan

Victoria F. Sheehan
Commissioner

Attachments

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
Room 235
Tel. (603) 271-2731

Statewide 42489 Prequalified Low-Bid
On-Call Contracts for
Structural Steel Inspection Services
Amendment #1 - Time Extension
(Agreement Dated August 14, 2019,
Contract No. 4010424)

August 17, 2022

Mr. Timothy Shaw, Principal Director Structural Materials Inspection
TRC Engineers, Inc.
5050 West Tilghman Street
Suite 140
Allentown, PA 18104
T: 610-392-8911

Dear Mr. Shaw:

This letter amends Article I, Section H (Date of Completion) in the above-referenced Agreement. The original and amended dates are as follows:

Original Completion Date	October 1, 2022
By this letter, amended to	October 1, 2023

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

Sincerely,

David L. Scott, P.E.
In-House Design Chief

Approved: Peter E. Stamnas, P.E.
Director of Project Development

We concur in the above Amendment.

TRC Engineers, Inc.

By: Timothy R. Shaw, Tim

Title: VP, 8-24-22

DLS/dls

CamScanner

AGREEMENT AMENDMENT

STRUCTURAL STEEL INSPECTION SERVICES – TRC, 42489

TRC ENGINEERS, INC.

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

Consultant

WITNESS TO THE CONSULTANT

By: Susie Magalhaes

Dated: 8-24-22

CONSULTANT

By: Timothy R. Shaw, Treasurer

VP (Title)

Dated: 8-24-22

Department of Transportation

WITNESS TO THE STATE OF NEW HAMPSHIRE

By: Natasha Field

Dated: 9/26/2022

THE STATE OF NEW HAMPSHIRE

By: [signature]

Director of Project Development

FOR DOT COMMISSIONER

Dated: 9/26/2022

Attorney General

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

Dated: 10/25/2022

By: Emily C. Gray

Assistant Attorney General

Secretary of State

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

Dated: _____

Attest:

By: _____

Secretary of State

TRC

21 Griffin Rd. North
Windsor, CT 06095

T 860.298.9692
TRCcompanies.com

TRC ENGINEERS, LLC

CERTIFICATE OF AUTHORITY

I, Catherine M. Bragg, Vice President and Secretary of TRC Engineers, LLC, a limited liability company organized and existing under the laws of the State of Maine (the "Company"), and registered to do business in the State of New Hampshire, do hereby certify that the following is a true and correct copy of a resolution duly adopted at a meeting of the Board of Directors of the Company duly held and convened on January 3, 2022, at which meeting a duly constituted quorum of the Board of Directors was present and acting throughout, and that such resolution has not been modified, rescinded or revoked, and is at present in full force and effect:

> **RESOLVED:** That Timothy Shaw, Vice President of TRC Engineers, LLC, is hereby empowered and authorized to execute and deliver on behalf of the Company any and all Contracts, Amendments to Contracts, Affidavits, Agreements, or Obligations pertaining to the Statewide 42489 Prequalified Low-Bid On-Call Contracts for Structural Steel Inspection Services, Amendment #1 – Time Extension (Agreement dated August 14, 2019, Contract No. 4010424).

IN WITNESS WHEREOF, the undersigned has affixed her signature and the corporate seal of the Company this 24th day of August, 2022.

Catherine M. Bragg
Vice President and Secretary

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that TRC ENGINEERS, LLC is a Maine Limited Liability Company registered to transact business in New Hampshire on January 12, 2018. 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: **785944**

Certificate Number: **0005850677**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 24th day of August A.D. 2022.

David M. Scanlan

Secretary of State

Client#: 25380 TRCCOMPA

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/26/2022

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.	19445
INSURER B : Allied World Assurance Company (U.S.)	19489
INSURER C : Evanston Insurance Company	35378
INSURER D : New Hampshire Ins. Co.	23841
INSURER E : AIU Insurance Company	19399
INSURER F : Steadfast Insurance Company	26387

INSURED
TRC Engineers, LLC, TRC Companies, Inc.
21 Griffin Road North
Windsor, CT 06095

COVERAGES CERTIFICATE NUMBER: 22-23 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:			GL5341999	04/01/2022	04/01/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $500,000 $25,000 $1,000,000 $2,000,000 $2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			CA4773667 (AOS) CA4773668 (MA)	04/01/2022 04/01/2022	04/01/2023 04/01/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$5,000,000 $ $ $ $
B	X UMBRELLA LIAB X OCCUR			03127873	04/01/2022	04/01/2023	EACH OCCURRENCE	$9,000,000
C	X EXCESS LIAB CLAIMS-MADE DED X RETENTION $10,000			MKLV2EFX100862	04/01/2022	04/01/2023	AGGREGATE	$9,000,000 $
D E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC022298274 (AOS) WC022298275 (CA)	04/01/2022 04/01/2022	04/01/2023 04/01/2023	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
F	Prof. Liab. incl. Poll. Liability			PEC019684306	04/01/2022	04/01/2023	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: NH DOT - Statewide 42489. On-Call, Low Bid-Structural Steel Inspection Services. 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

NH Department of Transportation
Bureau of Bridge Design
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

D. H. Gillings

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Item

JUL31 '19 PM 1:09 DAS

23

New Hampshire DOT
Department of Transportation

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

G+C #23
Date 8/14/19

Victoria F. Sheehan
Commissioner

William Cass, P.E.
Assistant Commissioner

Commissioner's Office
July 8, 2019

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 under Statewide 42489 with the firm of TRC Engineers, LLC, Export, PA, (Vendor Code 201542) for a total amount not to exceed $550,000.00, to provide on-call structural steel inspection services for steel bridge and structure fabrication for various bridge projects, effective upon Governor and Council approval, through October 1, 2022, with the option to renew for one year subject to Governor and Council approval.

Funds to support this request are anticipated to be available in the following accounts in FY 2020, FY 2021, FY 2022 and FY 2023 upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

04-96-96-963515-3054	FY 2020	FY2021	FY2022	FY2023
Consolidated Federal Aid				
046-500463 Engineering Consultants Non-Benefit	$137,500.00	$183,300.00	$183,300.00	$45,900.00

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

EXPLANATION

The inspection of steel bridge and structure fabrication is a specialized service essential to the Department's Bridge Construction program. The Department does not have these capabilities and, therefore, requires the services from consultants with this expertise and experience.

Consultants are needed to furnish Quality Assurance Inspection services for structural steel fabrication for bridges and structures at shops located throughout the US, and occasional field inspection services at bridge sites in the State of NH. The work requiring inspection includes furnishing, fabricating, coating, and assembling structural steel members and components for bridges and transportation-related products.

This proposed Agreement is one of three Statewide Agreements (42488, 42489, 42490), each for a period of three years and for the maximum contract amounts of $600,000.00, $550,000.00 and $500,000.00 to be awarded, respectively, to the A-, B- and C- low bidders.

The contract type of fee is a specific rate of pay at the bid hourly rate for each classification of employee directly engaged in the work. The Agreements will be administered by the Bureau of Bridge Design. The Federal Highway Administration may participate in these costs depending upon the funding of individual projects undertaken.

The consultant prequalified low-bid selection process followed the Department's "*Consultant Procurement Manual, Section 2.2, Statewide Low Bid Contracts,* dated August 25, 2017.

The Department met on February 26, 2019, reviewed the qualifications of eight firms submitting a Letter of Interest and Statement of Qualification, and prequalified seven firms that met the Minimum Qualification requirements. Invitations to Bid were extended to these firms on February 28, 2019 for the Bid Opening on March 28, 2019.

Name of Steel Inspection Firms	Office Location	Bid Order	Bid Tally
Bureau Veritas North America, Inc.	Lisle, IL	A	598,470.00
HRV Conformance Verification Associates, Inc.	Moon Township, PA	E	649,410.00
KTA-Tator, Inc.	Pittsburgh, PA	C	627,150.00
Pennoni Associates, Inc.	King of Prussia, PA	G	694,950.00
Terracon Consultants, Inc.	Manchester, NH	---	---
TRC Engineers, LLC	Export, PA	B	615,543.90
TUV Rheinland Industrial Solutions, Inc.	Caledonia, MI	F	660,900.00
Wood Environmental/Infrastructure Solutions, Inc.	Jacksonville, FL	D	636,930.00

The firms of Bureau Veritas North America, Inc., TRC Engineers, LLC and KTA-Tator, Inc. are the A-, B-, C-low bidders, respectively, and are recommended for these contracts. These firms have excellent reputations and have demonstrated their capability to perform the required services in similar contracts previously with the Department.

This Agreement (Statewide 42489 On-Call Structural Steel Inspection Services) 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 Agreements 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 this Agreement for consulting services as outlined above.

Sincerely,

Victoria F. Sheehan
Commissioner

Attachments

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH DEPARTMENT OF TRANSPORTATION BUREAU OF BRIDGE DESIGN (for Statewide 42489 OnCall Structural Steel Inspection Services)		1.2 State Agency Address 7 Hazen Drive, PO Box 483, Concord, NH 03302-0483	
1.3 Contractor Name TRC ENGINEERS, LLC		1.4 Contractor Address 1036 Corporate Dr, Murray Corporate Pk, Export, PA 15632	
1.5 Contractor Phone Number 724-325-7483	1.6 Account Number 04-96-96-963515-3054	1.7 Completion Date October 1, 2022	1.8 Price Limitation $ 550,000.00
1.9 Contracting Officer for State Agency Victoria F. Sheehan, Commissioner		1.10 State Agency Telephone Number 603-271-3734 Commissioner; 603-271-2731 (Bridge Design)	
1.11 Contractor Signature Timothy R. Shaw, 5-16-19		1.12 Name and Title of Contractor Signatory Timothy R. Shaw, VP	

1.13 Acknowledgement: State of Pennsylvania County of Westmoreland

On 5/16/19, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

[Seal]

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
Lisa M. McAndrew, Notary Public
Murrysville Boro, Westmoreland County
My Commission Expires May 27, 2020
MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES

1.13.2 Name and Title of Notary or Justice of the Peace

Lisa M McAndrew

1.14 State Agency Signature Date: 7/8/2019	1.15 Name and Title of State Agency Signatory Peter E. Stamnas Director of Project Development

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*

By: Allin B Greenstein On: 7/29/19

1.18 Approval by the Governor and Executive Council *(if applicable)*

By: On:

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages ontractor identified in block 1.3 ("Contractor") to perform, nd the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

. CONDITIONAL NATURE OF AGREEMENT.
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State hall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials
Date 5/16/14

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

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

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

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

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

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

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

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. 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 to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

Contractor Initials TDS

Date 5-16-14

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION:
15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation").*
15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials TPS
Date 5-16-17

EXHIBIT A - SCOPE OF SERVICES

A. GENERAL DESCRIPTION

1. The scope of services for this AGREEMENT is for the Quality Assurance Inspection Firm, i.e. the CONTRACTOR, shall provide qualified Inspectors to perform quality assurance (QA) inspection for the fabrication and coating of structural steel bridge members, components, and ancillary products for bridge and highway contracts, and non-destructive testing services as required, during the period of this Agreement as required by the NHDOT Administrator, Bureau of Bridge Design.

B. CONTRACTOR MINIMUM QUALIFICATIONS

1. The firm shall employ a minimum of ten (10) Certified Welding Inspectors (CWI's) available to inspect at fabrication shops within the geographic regions described in paragraph 4. The firm shall demonstrate that ten CWI's have been on the firm's payroll during the previous twelve-month period.

2. The firm shall have a minimum of three (3) years continuous experience, during the period immediately preceding the request for qualification letter, furnishing inspection services for the construction of welded steel bridge structures and ancillary products fabricated in AISC certified shops and conforming to the *AASHTO/AWS D1.5, Bridge Welding Code*.

3. The firm shall have provided satisfactory inspection services to a minimum of two (2) State Departments of Transportation during the period and for the scope of work described in paragraph 2.

4. The firm shall have the capability, as a minimum, of providing CWI inspection services at all fabrication shops located in Regions 1, 2, and 3, including those facilities listed in Table 1.

   Region: 1 New England States (CT, MA, ME, NH, RI, VT)
   2 Mid-Atlantic States (DE, MD, NJ, NY, PA)
   3 Central States (TX, and states bordering Mississippi R) and South Eastern States
   4 Western States

5. The firm shall furnish, when inspecting painting and galvanizing in addition to steel fabrication, CWI Inspectors who have basic coating inspection qualifications and experience (see section C.1.a).

6. The firm shall furnish, when required, a Coating Inspector with advanced coating inspection qualifications and experience (see section C.1.c). This inspector classification may be required for occasional projects, including painting large or complex bridges, thermal spray zinc (TSZ, i.e. metallizing), duplex coating systems (e.g. galvanized-painted, galvanized-powder coated, metallized-sealed, or metallized-painted), as directed by the DEPARTMENT.

7. The firm shall be able to furnish CWI field inspection services at bridges and job sites located throughout the State of New Hampshire.

8. The firm shall be able to furnish non-destructive testing (NDT) services with minimum Level II Operator qualification for magnetic particle testing (MT), dye penetrant testing (PT), or

ultrasonic testing (UT), generally intended for field work at bridges and job sites located throughout the State of New Hampshire.

C. INSPECTOR CLASSIFICATIONS AND QUALIFICATIONS

1. Inspectors shall be qualified and have prior experience in the classification of work in which they are to perform and shall adequately and completely perform the requirements of the following Inspector classifications:

   a. Certified Welding Inspector (Shop) (CWI-Shop)

   All QA Structural Steel Inspectors working in a shop facility shall be an AWS Certified Welding Inspector (CWI) qualified and certified in accordance with the provisions of AWS QC1, unless otherwise authorized, with three years experience (minimum) inspecting bridge fabrication work conforming to AWS D1.5.

   Work involving the application of paint, galvanizing, or other coatings shall require two years experience inspecting bridge coating work, and forty hours basic training (minimum) in coating inspection fundamentals, such as meeting SSPC BCI *Bridge Coating Inspector*, NACE Level I, or in-house training from a NACE Level 3 Certified Coatings Inspector with experience inspecting bridge coating work.

   b. Certified Welding Inspector (Field) (CWI-Field)

   All QA Structural Steel Inspectors working at a field jobsite throughout the State of NH shall meet the same CWI qualifications as for those working in a shop facility.

   Inspection work at field jobsites throughout the State of NH typically would be of relatively short duration (e.g. one day or a few days) for field welding, repairs, etc.

   c. Non-Destructive Testing Operator (Field) (NDT-Field)

   NDT Operators shall be qualified and certified to Level 2 (minimum), in accordance with ASNT Recommended Practice No. SNT-TC-1A *Qualification of NDT Personnel*, for magnetic particle (MT), dye penetrant (PT), or ultrasonic testing (UT), and have three years work experience (minimum) in that discipline.

   Non destructive testing work at field jobsites throughout the State of NH typically would be of relatively short duration (e.g. one day or a few days) for field welding, repairs, etc.

   d. Coating Inspector (Shop) (NACE 2-Shop)

   A Coating Inspector shall have NACE Level 2 certification (minimum), and SSPC BCI *Bridge Coating Inspector*, and have two years experience (minimum) inspecting the application of sophisticated high performance coatings to bridge members.

2. A CWI may be supported by an Assistant Welding Inspector, who is qualified by training and experience to perform specific inspection functions, working under the direct, on-site or readily available active supervision of a CWI, if circumstances warrant it, and with prior approval by the DEPARTMENT.

D. CONTRACTOR DUTIES

1. The CONTRACTOR shall furnish the DEPARTMENT with a resume of qualification and experience for all inspection personnel to be engaged in inspection or testing work. Submit resume documentation a minimum of two weeks prior to the anticipated start date of work.

2. The CONTRACTOR shall ensure the competence of all inspection personnel engaged in the work and shall replace immediately any who are determined by the DEPARTMENT to be unqualified, incompetent, disorderly, intemperate, or otherwise to be performing their work in an unsatisfactory manner.

3. The CONTRACTOR shall furnish sufficient personnel within the provisions of this AGREEMENT to meet inspection needs.

4. The CONTRACTOR shall provide supervisory oversight to the Inspector, including frequent communication, technical support as needed, and periodic site visits to the shop.

5. The CONTRACTOR shall provide a copy of the applicable governing specifications, safety and personal protective equipment, and inspection instruments to the Inspector at the place of inspection, as needed.

6. The CONTRACTOR shall provide to the Inspector the means to communicate and send digital reports and images via broadband email connections to the DEPARTMENT, as necessary.

E. ASSIGNMENTS

1. The Administrator, Bureau of Bridge Design or the Administrator's authorized representative, shall notify the CONTRACTOR in writing of the authorization to proceed for each assignment and shall have the discretion to control the duration and termination of inspection and testing for the assignment. The CONTRACTOR agrees to complete all work as detailed on individual assignment letters issued by the DEPARTMENT.

2. The Inspector shall report to the Administrator or representative in the approval and conduct of inspection and testing services.

3. An Inspector, once approved by the DEPARTMENT and assigned to a specific project, shall remain on the project until it is finished, unless an alternate Inspector is approved by the DEPARTMENT upon proper notification from the CONTRACTOR.

4. The Administrator may require either full-time inspection (e.g. for primary bridge members), or part-time inspection (e.g. for ancillary products) on a case-by-case basis and at the discretion of the DEPARTMENT.

5. The Administrator may request the CONTRACTOR to perform testing and inspection services on a job-by-job basis at field locations at existing bridges and structures located throughout the State of New Hampshire, as required and as directed by the DEPARTMENT. Field inspection responsibilities shall be the same or comparable to work in a shop.

6. The Administrator shall approve the CONTRACTOR'S proposed staffing of individual Inspectors required to cover the work, considering the shop, the volume and nature of the work, any considerations involving the use of an Assistant Welding Inspector, and variations in the Fabricator's hours, shifts, and production schedule.

F. INSPECTOR DUTIES

1. The CWI shall perform all inspection responsibilities in conformance to the Contract, Governing Specifications, Special Provisions, and approved Shop Drawings for each project.

2. The Inspector shall be familiar with the Contract Documents and Governing Specifications and have them readily available at the fabrication and inspection site.

3. The Inspector shall know how to use inspection equipment and shall have them available as necessary to properly perform inspection responsibilities.

4. The Inspector shall know how to use and have available safety and personal protective equipment as required by OSHA, the Fabrication shop, Governing Specifications, or the Industry.

5. THE INSPECTOR SHALL NOT PERFORM ANY WORK ON ANY ITEM IN THE PROJECT FOR THE FABRICATOR, MILL, GENERAL CONTRACTOR, OR COATING MANUFACTURER. ANY INFRINGEMENT OF THIS CLAUSE SHALL BE SUFFICIENT CAUSE FOR THE STATE TO NULLIFY THE CONTRACT.

6. The CWI Inspector shall use, but not be limited by, the following guide list of duties:

   a) The Inspector shall provide in-shop inspection during procedures that are considered most important, including welding, air-arc gouging, heat curving, nondestructive testing, etc. Office work, record keeping, and report preparation should be considered secondary to the inspection of in-shop fabrication.

   b) The Inspector shall verify that materials used in the work meet the requirements of the Contract Documents by means of material inspection, material identification, and examination of laboratory test results for chemical analysis and mechanical properties (i.e. Certified Mill Test Reports).

   c) The Inspector shall examine the welding equipment for conformance to the Specifications and Approved Welding Procedures, including the welding machines and filler metal storage ovens.

   d) The Inspector shall verify the qualification of all welders and NDT Operators engaged on the project and shall observe the technique and performance of each for conformance to the Specifications.

   e) The Inspector shall examine the work to make certain that preparation, fit up, and welding are in conformance with the Specifications, including edge preparation, dimensions, cleanliness, joint configuration, preheat, welding, back gouging, weld bead appearance, grinding, etc.

   f) The Inspector shall visually inspect 100% of all welds, using suitable gauges for weld size and contour, and a strong light, magnifier, or other devices as may be helpful for detecting cracks, discontinuities, and defects.

   g) The Inspector shall witness nondestructive testing of welds and materials as may be required by the contract documents and governing specifications.

h) The Inspector shall inspect other fabrication procedures, including heat curving, cambering, field splice alignment, drilling, punching, reaming, control of distortion, assembly, match marking, storage, handling, and transportation.

i) The Coatings Inspector shall inspect coating operations, including cleaning, surface preparation, application, and galvanizing.

j) The Inspector shall document non-conforming and rejectable members due to material defects, workmanship deficiencies, dimensions out of tolerance, damage due to rough handling or accidents, weld defects, etc. The record shall include approved repair procedures or corrective measures taken and evidence of re-inspection and the final disposition of the structural member.

k) The Inspector shall be aware of additional restrictions, conditions and inspections required for a Fracture Critical Member when specified by the Contract Documents.

l) The Inspector does not have control over, nor charge of, and accepts no responsibility for the means, methods, techniques, sequences and procedures, safety precautions and programs, or implementation of corrective actions in connection with the work, recognizing that the Contractor remains solely responsible to supervise, direct, and control all aspects of the work.

m) The Inspector is not required to monitor Contractor worker-safety compliance during the project. The contract specifications require the Contractor to furnish OSHA-compliant safe access to the work, to which the Inspector will confirm the suitability of such access to work areas necessary to safely perform the Inspector's work.

7. The QA Inspector shall follow approved governing specifications and procedures to inspect painting, duplex coatings (e.g. galvanizing-powder coat), and metallizing. The inspection of Thermal Spray Zinc (TSZ), i.e. metallizing, shall conform to the Joint Standard SSPC-CS 23/ AWS C2.23/ NACE No. 12 for metallizing, including hold point inspection of surface preparation, TSZ application, sealer application, and witnessing QC activities (e.g. coupon bending, adhesion testing of companion plates, thickness readings, etc.)

G. GOVERNING SPECIFICATIONS

1. The Inspector's duties and scope of work shall be performed in accordance with the latest edition of the following specifications, except as may be otherwise stated in the Contract documents, in this AGREEMENT, or as directed:

   a) *NH Standard Specifications for Road and Bridge Construction*;

   b) *AASHTO/AWS D1.5, Bridge Welding Code*, and all Interim Revisions;

   c) *AWS D1.1, Structural Welding Code*;

   d) *AASHTO LRFD Bridge Construction Specifications,* Section 11 and applicable sections.

   e) AASHTO *Standard Specifications for Movable Highway Bridges;*

   f) *Joint Standard SSPC CS 23.0 / AWS C2.23 / NACE No. 12, Specification for the Application of Thermal Spray Coatings (Metallizing) of Aluminum, Zinc, and Their Alloys and Composites for the Corrosion Protection of Steel, July 2003.*

H. SUBMISSION OF REPORTS

1. The Inspector shall maintain separate and distinct reports for each bridge and project, and submit a report to the DEPARTMENT describing the work performed on a project during a reporting week (Sunday through Saturday). A separate report shall be made for each bridge that is fabricated and shall include the following:

   a. front sheet with project identification, summary list of members, and estimated percentage of completion;

   b. daily narrative briefly describing the work performed;

   c. fabrication worksheet listing the major structural members and the date each fabrication process is completed;

   d. time sheet listing hours worked for each project;

   e. document records, such as mill test reports, certificates of compliance, NDT reports, camber reports, dimension records, product data sheets, etc.

2. The CONSULTANT shall submit an electronic report to the DEPARTMENT within two weeks of the report date. Only the front cover sheet and daily narrative are required to be typed.

3. All reports shall properly identify the project by, in order of priority:
   (a) TOWN/CITY name;
   (b) STATE PROJECT number;
   (c) BRIDGE number;
   (d) BRIDGE CROSSING; and
   (e) Federal project number.
   For example, (a) HOPKINTON; (b) 41303; (c) Br. No. 086/084; (d) US 202 over Elm Brook; (e) X-A004(592).

4. The electronic daily inspection report (DIR) document shall be given a name by TOWN-CITY/ Project No./ Inspection Firm/ Report number. (For example; **Hopk_41303_GPI_DIR_5**).

Region **	STATE	**TABLE 1** PARTIAL LIST OF SHOPS FURNISHING FABRICATED STEEL PRODUCTS TO NHDOT During period 2015-2018 (*During period 2004-2014)	Welded Gdrs	Rolled bms	Bridge Rail	Exp Jts.	Overhead sign	Bearings	Pedestrian br.	Vehicle truss	Grid Decking	Foundation piles	Metallizing	Special work
1		**NEW ENGLAND REGION**												
1	CT	Highway Safety Corp., Glastonbury			x									
1	MA	Duncan Galvanizing, Everett												x
1	MA	*Cianbro Precise Fabricators, Georgetown	x	x										x
1	MA	*Mill Valley Splicing, Belchertown												x
1	MA	*New England Bridge Products, Lynn			x									
1	MA	V&S Galvanizing, Taunton												x
1	ME	ARC Enterprises, Kingfield				x								
1	ME	Casco Bay Steel, Saco & South Portland	x	x	x	x								
1	ME	*Cianbro Fabrication Corp, Pittsfield												x
1	ME	Newport Industrial Fabricators, Newport											x	x
1	NH	*Canam Structal Bridge LLC, Claremont	x	x						x			x	
1	NH	Merrimack Sheet Metal, Concord			x	x								x
1	VT	*DMS Machining & Fabrication, Barre												x
2		**MID-ATLANTIC REGION**												
2	DE	*Sigma Industries, Selbyville					x							
2	MD	*Canam Steel Corp, Point of Rocks		x										
2	NJ	*American Galvanizing Co., Folsom												x
2	NJ	Amscot Structural Products, Dover						x						
2	NY	National Bridge Co., Buffalo						x						
2	NY	Niagara Bridge & Rail, Sanborn						x						
2	NY	*Nuttall Gear, Niagara Falls												x
2	NY	*Unadilla Laminated Products, Unadilla												x
2	NY	R. J. Watson, Amherst						x						
2	NY	Watson-Bowman-Acme, Amherst						x						
2	PA	*Griener Industries, Mt. Joy						x						
2	PA	*High Steel Structures, Lancaster	x	x				x						x
2	PA	*High Steel Structures, Williamsport	x	x				x						x
2	PA	*LB Foster, Bedford					x	x			x	x		
2	PA	*Regal Industries, Donora											x	
2	PA	*Shane Felter Industries, Uniontown		x										
2	PA	*SKF USA, Inc., Lansdale												
2	PA	*Skyline Steel, Camp Hill										x		
2	PA	*Steel Management Systems, Nazareth										x		

Region **	STATE	**TABLE 1** PARTIAL LIST OF SHOPS FURNISHING FABRICATED STEEL PRODUCTS TO NHDOT During period 2012-2014 (*During period 2004-2011)	Welded Gdrs	Rolled bms	Bridge Rail	Exp Jts.	Overhead sign	Bearings	Pedestrian br.	Vehicle truss	Grid Decking	Foundation piles	Metallizing	Special work
3		**CENTRAL & SOUTH EASTERN STATES REGION**												
3	AL	*Contech (Steadfast Bridges), Fort Payne							x					
3	AL	*Favor Steel, Bessemer										x		
3	AL	*Hardie-Tynes Co, Inc., Birmingham												x
3	AL	Walpar Inc., Birmingham					x							
3	IL	*Scot Forge, Spring Grove												
3	OH	D.S. Brown, North Baltimore						x						
3	OH	*Dyson Corp, Painesville												x
3	OH	*Trinity Industries, Girard			x									
3	OH	Union Metal Corp, Canton					x							
3	OH	*US Bridge Corp, Cambridge								x				
3	MI	*Composite Forging, Ltd, Detroit												
3	MN	*Contech (Continental Bridge), Alexandria							x					
3	MN	*Wheeler Lumber LLC, Minneapolis							x					
3	MO	Brookfield Fabricating, Brookfield					x							
3	MO	*Trinity Products, St. Charles										x		
3	MO	*Wire Co World Group, St. Joseph												x
3	NC	*Hirschfeld Industries, Colfax, Nash Co	x											
3	TX	Dynamic Rubber (Cosmec), Athens						x						
3	TX	*Houston Structures, Houston												x
3	TX	Seismic Energy Products, Athens						x						
3	VA	*Hirschfeld Industries (Abington), Bristol	x											

**Region:
1 New England States (CT, MA, ME, NH, RI, VT)
2 Mid-Atlantic States (DE, MD, NJ, NY, PA)
3 Central States (TX, and states bordering Mississippi R) and South Eastern States
4 Western States

EXHIBIT B - CONTRACT PRICE

1.6 Funding for this contract is from monies allocated to specific transportation projects.

5.5 The work required under the terms of this AGREEMENT shall be paid in accordance with the following schedule and stipulations:

5.6 The total cost of all work, expenses and profit under this AGREEMENT shall not exceed the amount shown in the Agreement (Form P-37) Block 1.8.

5.7 The total hourly wage rates tabulated in the Bid Schedule shall include all direct labor costs, overhead and burden (i.e. fringe benefits, payroll taxes, overhead), profit, and direct expenses (mileage, lodging, meals). The Bid Schedule lists straight time and overtime hourly wage rates for each employee classification for each of three years beginning on the effective date of the contract and shall be used in billing for all work done under this AGREEMENT.

Example of Contractor's Bid Schedule:

	TABLE 2- Rate Schedule		Year 1-3	Year 1-3
	Employee Classification		Straight time $/hr	Over time $/hr
1	Certified Welding Inspector	(CWI-Shop)	$ 66.27	$ 74.12
2	Certified Welding Inspector	(CWI-Field)	$ 76.02	$ 76.02
3	NDT Level 2 Operator	(NDT-Field)	$ 76.02	$ 76.02
4	Coating Inspector	(NACE 2-Shop)	$ 84.55	$ 84.55

5.8 The employee classifications are defined as:

(1) Certified Welding Inspector (CWI-Shop) with three years prior steel fabrication inspection experience for work in a shop facility. Inspection of painting galvanizing, and coatings requires a minimum 40 hours of basic training and two years coatings experience. See C.1.a.

(2) Certified Welding Inspector (CWI-Field) working at a field jobsite throughout the State of NH shall meet the same CWI qualifications as for those working in a shop facility. See C.1.b.

(3) Non-Destructive Testing (NDT-Field) Operator Level 2 for magnetic particle testing (MT), dye penetrant testing (PT), or ultrasonic testing (UT) at NH field bridge sites, plus three years experience in the NDT discipline. See C.1.c.

(4) Coating Inspector (NACE 2-Shop) having NACE Level 2 and SSPC BCI certification, and having two years prior coatings inspection experience for the application of coatings in the shop for bridges. See C.1.d.

5.9 The basis of payment shall be the bid rate per inspector per hour which shall be straight time for a 40-hour work week and overtime for over 40 hours per week for work on NHDOT projects.

5.10 An Inspector shall be paid the straight hourly rate for daily commuting travel time by private automobile from the closer of home or office to the worksite, or between jobsites, for time exceeding 1/2 hour each way. The distance and time shall be determined by the routing determination of currently available map and route navigation software (e.g. Google®, MapQuest®, Garmin®, TomTom®, etc.)

5.11 The total hourly rate of pay for an Assistant Welding Inspector shall be 80% of the in-shop Certified Welding Inspector (CWI-Shop).

5.12 An Inspector shall not work more than ten hours per day on any inspection assignment at a shop or jobsite without proper approval of the DEPARTMENT. The paid overlap time between two shifts shall not exceed one hour.

5.13 Payments on account of the fee for services rendered under this AGREEMENT will be made by the DEPARTMENT based on a completely-itemized, project-by-project bill submitted on a monthly basis by the CONTRACTOR listing hourly charges per Inspector per day during the billing period and identified by project name and state project number.

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

EXHIBIT C - SPECIAL PROVISIONS

This contract shall be administered in accordance with the applicable sections of Division 100 of the State of New Hampshire Department of Transportation Standard Specifications for Road and Bridge Construction. In particular, but not limited to, Bidding Requirements and Conditions, Award and Execution of Contract, Scope of Work; Legal Relations and Responsibility to Public (except Insurance Requirements), Prosecution and Progress, and Measurement and Payment.

3.3 The DEPARTMENT reserves the right to renew the AGREEMENT for a period up to one (1) year, subject to the renegotiation of the funding and with the concurrence of the CONTRACTOR.6.4

In accordance with EXECUTIVE ORDER 11246, the New Hampshire Department of Transportation 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 CONTRACTOR should contact them regarding related compliance issues.

10.1 However, for 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 CONTRACTOR, of a satisfactory nature in accordance with this AGREEMENT, which are of use to the DEPARTMENT, the CONTRACTOR shall be entitled to a credit determined solely by the Department, based on the contract rate for the work so performed in a satisfactory manner and of use and benefit to the DEPARTMENT.

12. Modify the second sentence to read as follows: None of the Services shall be subcontracted by the Contractor without the prior written consent of the N. H. Department of Transportation.

12.1 All subcontracts shall be in writing. A copy of each subcontract shall be submitted for the DEPARTMENT'S files.

13.1 Professional Liability Indemnification. The CONTRACTOR 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 CONTRACTOR or its subcontractors in the performance of professional services covered by this AGREEMENT.

14.1.4 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 $ 500,000.00 combined single limit; and

14.1.5 Professional liability (errors and omissions) insurance coverage of not less than $ 1,500,000.00 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 $ 75,000.00 ; and

14.1.6 Workers' compensation and employer's liability insurance as required by law.

14.3 Amend the fourth sentence of 14.3 to read:

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.

14.4 The CONTRACTOR 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.

25. **STANDARD SPECIFICATIONS.** The CONTRACTOR agrees to follow the provisions of the professional codes or standards applicable to the services to be performed under this AGREEMENT.

26. **REVIEW BY STATE AND FEDERAL HIGHWAY ADMINISTRATION - CONFERENCES - INSPECTIONS.**

26.1 It is mutually agreed that all portions of the work covered by this AGREEMENT shall be subject to the inspection of duly-authorized representatives of the STATE and Federal Highway Administration, United States Department of Transportation (if utilized on a Federally funded project), at such reasonable time or times as the STATE or Federal Highway Administration deems appropriate.

26.2 The location of the office where the work will be available for inspection by STATE and Federal Highway Administration representatives is as shown in the Agreement (Form P-37) Block 1.4 or as follows.

26.3 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.

27. **REVISIONS TO REPORTS, PLANS OR DOCUMENTS.**

27.1 The CONTRACTOR 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 CONTRACTOR, without undue delays and without additional cost to the DEPARTMENT.

28. **DISADVANTAGED BUSINESS ENTERPRISE POLICY AGREEMENT REQUIREMENTS.**

28.1 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 (if utilized on a Federally funded project).

28.2 Disadvantaged Business Enterprise (DBE) Obligation. The STATE and its CONTRACTORS 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 CONTRACTORS 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.

28.3 Sanctions for Non-Compliance. The CONTRACTOR is hereby advised that failure of the CONTRACTOR, or any Subcontractor 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.

29. **DOCUMENTATION.** The CONTRACTOR shall document the results of the work to the satisfaction of the DEPARTMENT and the Federal Highway Administration (if utilized on a Federally funded project). This shall include preparation of progress reports, plans, specifications and estimates and similar evidences of attainment of objectives required by this AGREEMENT.

30. **CLEAN AIR AND WATER ACTS**. If the amount of the AGREEMENT or subcontract thereunder exceeds $100,000, the CONTRACTOR or subcontractor 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 CONTRACTOR or subcontractor shall report violations to the FHWA and to the U. S. Environmental Protection Agency Assistant Administrator for Enforcement (EN-329).

TRC ENGINEERS, LLC

CERTIFICATE OF AUTHORITY

I, Martin H. Dodd, Secretary and Manager of TRC Engineers, LLC., a corporation organized and existing under the laws of the State of Maine (the "Company"), do hereby certify that the following is a true and correct copy of a resolution duly adopted at a meeting of the Board of Directors of the Company duly held and convened on January 30, 2019, at which meeting a duly constituted quorum of the Board of Directors was present and acting throughout, and that such resolution has not been modified, rescinded or revoked, and is at present in full force and effect:

RESOLVED: That Timothy R. Shaw, VP, CIM of TRC Engineers, LLC is hereby empowered and authorized to execute and deliver on behalf of the Company any and all Contracts, Amendments to Contracts, Affidavits, Agreements, or Obligations pertaining to the State of New Hampshire, through the Department of Transportation, Agreement for Statewide 42489 On-Call Structural Steel Inspection Services.

IN WITNESS WHEREOF, the undersigned has affixed his signature and the corporate seal of the Company this 16th Day of May, 2019.

Martin H. Dodd
Secretary and Manager

(Corporate Seal)

NOTARIAL CERTIFICATE

State of Connecticut
ss. Windsor
County of Hartford

On this the 16th day of May, 2019, before me, Susan M. Martin, the undersigned officer, personally appeared, Martin H. Dodd who acknowledged himself to be the Secretary and Manager of TRC Engineers, LLC, a corporation, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its Board of Directors and that he as such Secretary and Manager, being duly authorized to do so, executed the foregoing instrument for the purposes therein, by signing the name of the corporation by himself as Secretary and Manager.

In witness whereof, I hereunto set my hand.

Susan M. Martin

SUSAN M. MARTIN
NOTARY PUBLIC
MY COMMISSION EXPIRES AUG. 31, 2021

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 TRC ENGINEERS, LLC is a Maine Limited Liability Company registered to transact business in New Hampshire on January 12, 2018. 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: 785944

Certificate Number: 0004517232

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 17th day of May A.D. 2019.

William M. Gardner

Secretary of State

Client#: 25380 TRCCOMPA

ACORD. CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/01/2019

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

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : National Union Fire Ins. Co.	19445
INSURER B : XL Specialty Insurance Co.	37885
INSURER C : New Hampshire Ins. Co.	23841
INSURER D : Steadfast Insurance Company	26387
INSURER E :	
INSURER F :	

INSURED
TRC Engineers, LLC, TRC Companies, Inc.
21 Griffin Road North
Windsor, CT 06095

COVERAGES CERTIFICATE NUMBER: 19-20 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			5341999	04/01/2019	04/01/2020	EACH OCCURRENCE	$1,000,000
	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	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			4773667 (AOS)	04/01/2019	04/01/2020	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
	X ANY AUTO			4773668 (MA)	04/01/2019	04/01/2020	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	X UMBRELLA LIAB X OCCUR			US00075712LI19A	04/01/2019	04/01/2020	EACH OCCURRENCE	$9,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$9,000,000
	DED X RETENTION $10,000							$
C A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			022298274 (AOS)	04/01/2019	04/01/2020	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH)	N/A		022298275 (CA)	04/01/2019	04/01/2020	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	Prof. Liab. incl. Poll. Liab.			PEC019684303	04/01/2019	04/01/2020	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: NH DOT - Statewide 42489 On-Call, Low Bid-Structural Steel Inspection Services. 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

NH Department of Transportation
Bureau of Bridge Design
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

D. H. Gillings

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