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THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

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William Cass, P.E.
 Commissioner

David Rodrigue, P.E.
 Assistant Commissioner
Andre Briere
 Deputy Commissioner

Bureau of Turnpikes
 December 27, 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 enter into an Agreement with HNTB Corporation, Concord, NH, Vendor #175663, for an amount not to exceed \$1,453,250, for preliminary and final design for conversion of the existing Bedford toll plazas to All Electronic Tolling (AET) facilities, effective upon Governor and Council approval through October 31, 2025. 100% Turnpike Funds.

Funds to support this request are available in the following account in State FY 2023 and funding is contingent upon the availability and continued appropriation of funds in State FY 2024, 2025 and 2026, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified:

| | <u>FY 2023</u> | <u>FY 2024</u> | <u>FY 2025</u> | <u>FY 2026</u> |
|---|----------------|----------------|----------------|----------------|
| 04-96-96-961017-7511 Toll Collection Equipment | | | | |
| 046-500464 Gen Consultants Non-Benefit | \$850,000 | \$480,250 | \$100,000 | \$23,000 |

EXPLANATION

This project involves the construction of new All Electronic Tolling (AET) toll facilities to replace the existing conventional cash and E-ZPass toll plazas in Bedford, NH. The new facility will accommodate highway speed tolling with no cash option; referred to as All Electronic Tolling (AET). The scope of work includes design for construction of new AET facility, demolition of the existing toll plazas including canopy, islands, tunnel, toll plaza administrative building and parking lot, and reconstruction of the roadway in the vicinity of the existing plazas, construction of six AET lanes (three lanes and shoulders on either side of the roadway centerline) with parking areas adjacent to the AET Toll Shelter. Tolling operations will be perpetuated during construction of the new facilities. This project is included in the State's Ten-Year Transportation Improvement Plan (Bedford-Manchester 16100).

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, 21-I:22-d, 228:4 and 228:5-a, and all applicable Federal laws and the Department's "Policies and Procedures for Consultant Contract Procurement, Management, and

Administration” dated August 25, 2017. 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 Highway Design, Bridge Design, Environment, and Materials and Research, and the Municipal Highways Engineer.

The consultant selection process for this qualifications-based contract was initiated by a solicitation for consultant services for Bedford-Manchester 16100, Implementation of All Electronic Tolling at the Bedford Toll Plaza. The assignment was listed as a “Project Soliciting for Interest” on the Department’s website on December 2, 2020, asking for letters of interest from qualified firms. From the list of firms that submitted letters of interest, the Committee prepared a short list of Consultants on January 29, 2021, for consideration and approval by the Assistant Commissioner. Upon receipt of that approval, four shortlisted firms were notified on February 22, 2021, through a technical “Request for Proposal” (RFP). Committee members individually rated the firms on April 22, 2021, 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 short list of four (4) consultant firms that were considered for this assignment, as follows:

| <u>Consultant Firm</u> | <u>Office Location</u> |
|--------------------------------|------------------------|
| AECOM Technical Services, Inc. | Manchester, NH |
| HNTB Corporation | Concord, NH |
| Jacobs Engineering Group, Inc. | Bedford, NH |
| WSP USA, Inc. | Manchester, NH |

The firm of HNTB Corporation was recommended for this contract. This firm has an excellent reputation and has demonstrated their capability to perform the required services. Background information on this firm is attached.

HNTB Corporation has agreed to furnish the professional engineering services for an amount not to exceed \$1,453,250. This is a reasonable fee and is commensurate with the complexity of the project and the scope of the engineering and technical services to be furnished.

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.

Respectfully,

A handwritten signature in black ink, appearing to read "William J. Cass". The signature is fluid and cursive, with a prominent initial "W".

William J. Cass, P.E.
Commissioner

Attachments

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- A. **SCOPE OF WORK** Prepared by HNTB
 - 1. CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS, ETC.
 - 2. CONSULTANT DISCLOSURE STATEMENT FOR PREPARATION OF ENVIRONMENTAL EVALUATIONS
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 - 5. CERTIFICATION FOR FEDERAL-AID CONTRACTS EXCEEDING \$100,000 IN FEDERAL FUNDS
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AGREEMENT
FOR PROFESSIONAL SERVICES

PREAMBLE

THIS AGREEMENT made this 14th day of December in the year 2022 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 HNTB Corporation, with principal place of business at PO Box 419299, in the City of Kansas City, State of Missouri, and local branch office at 6 Loudon Rd, Suite 306, in the City of Concord, State of NH, and hereinafter referred to as the CONSULTANT, witnesses that:

The Department of Transportation, State of New Hampshire, hereinafter referred to as the DEPARTMENT, proposes to convert the existing F.E. Everett Turnpike mainline toll plaza in Bedford to All Electronic Tolling (AET) facility

The DEPARTMENT intends to have prepared for said project preliminary design, final design, contract plans, specifications, special provisions, and estimates of quantities and costs. These services are outlined in the CONSULTANT'S scope of work dated November 2, 2021 (included in this AGREEMENT as Attachment A) and fee proposal dated September 12, 2022, 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.

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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 that shall include, but not be restricted to, the following items, in accordance with conditions and terms hereinafter set forth:

A. LOCATION AND DESCRIPTION OF PROJECT

This project involves the construction of a new All Electronic Tolling (AET) facility to replace the existing conventional cash and E-ZPass toll plaza along the F.E. Everett Turnpike in Bedford, NH. Tolling operations shall be perpetuated during construction of the new facility as well as plaza demolition. The new facility will accommodate highway speed tolling with no cash option, referred herein as AET. The design for the following is included in the work scope:

- Construction of new AET facility.
- Demolition of the existing toll plaza including canopy, islands, tunnel and reconstruction of the roadway in the vicinity of the existing plaza.
- Construction of three AET lanes in both directions.
- Adjust pavement approach roadway in both directions and in the direct vicinity of the plaza to accommodate the new facility.
- Installation of concrete median barrier to separate northbound and southbound traffic in the vicinity of the AET facility.
- Construction of a new pavement profile and crown line in the area of the project limits especially in the area of the existing Toll Plaza and the Manchester Airport Access Road (MAAR) bridge.
- Installation of full span or cantilever overhead sign structures and ground mounted signs (which may use existing or new structures) to support signing associated with AET.
- Installation of full span toll gantry over the AET lanes. Design a small climate control shelter approximately 12' x 12' in size to accommodate the AET equipment including connection to utilities and generator for backup power.
- Intelligent Transportation Systems (ITS) technologies will be designed and incorporated by the CONSULTANT to coordinate with efforts under the Nashua-Merrimack-Bedford 13761 projects. The CONSULTANT shall review available plans and provide recommendations on CCTV, DMS, and MVDS placements along the project limits and for connecting into the proposed ITS system to the north and south of the AET location. Fiber optic communications shall be designed and permanent and/or temporary ITS elements will be incorporated, in whole or in part, into the contract plans and documents for the project design. A Smart Work Zone will be assessed for inclusion into the construction contract.

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- Toll Plaza Operations shall be perpetuated during the construction of the new facilities as well as plaza demolitions.

B. SCOPE OF WORK (GENERAL)

The scope of the work involves preliminary and final design tasks in support of the preparation of contract plans, to include further refinement of line and grade developed by the DEPARTMENT, specifications, and estimates for the layout described above. The CONSULTANT shall utilize the DEPARTMENT's base mapping ground model as required to develop the preliminary, final design and contract plans. The CONSULTANT shall incorporate reasonable adjustments to the ground model, such as updates to individual properties due to new developments, etc., as may be needed with supplemental ground survey to be done by the CONSULTANT, as required to develop the final design and contract plans.

The CONSULTANT will review and use data pertinent for the AET conversion from PS&E plans, geotechnical investigations, wetland delineations, environmental studies, or other material associated with the previously designed Open Road Tolling (ORT) Bedford 16100 project at the existing Bedford plaza.

The CONSULTANT shall prepare the final design and contract plans, specifications and estimates for the development of wetland impacts, erosion control, and water quality improvements. The CONSULTANT shall tabulate the wetland impacts for the project and complete the wetland permit applications (to include the Alteration of Terrain and Shoreland Protection permits) with all applicable attachments.

Coordination will be required between the DEPARTMENT and the Towns of Bedford and Merrimack. The CONSULTANT shall be prepared to support such efforts, as required. Responsibilities of the CONSULTANT team shall include attendance of meetings when asked, preparation of minutes reflecting meeting commitments. The CONSULTANT will develop colored plans for the DEPARTMENT's use in meetings and coordination with the public. The colored plans will be developed subsequent to the Preliminary submission, and incorporate necessary refinements based on DEPARTMENT review to date.

The CONSULTANT will develop a Project Specific Fact Sheet to be included on the NHAET.com website. Updated All Electronic Tolling Information E-Z Pass Information will be included on the web site, all as further described in the CONSULTANT's Scope of Work, dated November 2, 2021.

C. SCOPE OF WORK (SPECIFIC DESIGN ELEMENTS)

AET Gantry Construction

The CONSULTANT shall design, prepare plans and specifications for construction of an AET gantry system utilizing design criteria received from the Department's AET Toll Vendor for the northbound and southbound barrels.

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AET Structure Construction

The CONSULTANT shall design, prepare plans and specifications for construction of AET Toll Equipment Shelter for our AET Vendor. This shelter shall be climate controlled with generator backup and will require coordination with our AET Vendor.

Demolition and Reconstruction

The CONSULTANT shall prepare plans and specifications for the demolition of the administrative building, existing toll lanes, islands, booths, tunnel, and canopy at the plaza as well as the needed reconstruction of the roadway elements.

Best Management Practices (BMPs)

Designs shall consider temporary and permanent erosion control measures and Best Management Practices (BMPs) consistent with current New Hampshire Department of Environmental Services (NHDES) guidelines, traffic control measures, utility coordination, drainage, and treatments to minimize environmental impacts, highway signage, traffic analysis, pavement markings, lighting, and highway landscaping.

D. SCOPE OF WORK (GEOTECHNICAL)

The DEPARTMENT anticipates the CONSULTANT to complete the full geotechnical program required for the project. The CONSULTANT shall provide for review by the DEPARTMENT engineering to include preliminary and final subsurface exploration plan development and siting of the subsurface explorations by providing the station(s), offset(s) and associated GPS coordinate(s) for proposed or actual subsurface exploration locations for all structures, as well as highway design elements including, but not limited to, water quality BMPs, roadways, retaining walls, box culverts, overhead sign structure foundations, toll gantry foundations, etc. not previously executed under the ORT Bedford project. Geotechnical recommendations for the roadway, and gantry foundation design, as needed.

The CONSULTANT shall provide a completed geotechnical report recommendations for each contract. The information provided by the CONSULTANT shall include:

1. GPS coordinates, and/or station and offset location as well as ground surface elevation information, for proposed exploration locations that are deemed necessary to complete the final design. The DEPARTMENT will review the CONSULTANTS proposed exploration plan prior to implementing.
2. The CONSULTANT shall deliver 11"x17" sized plans with completed exploration locations plotted for roadway and other locations upon request of the DEPARTMENT. Exploration symbols used shall be standard DEPARTMENT symbols for test borings, test pits, hand augers, and groundwater monitoring wells. The plans should be titled 'Subsurface Exploration Plan'. Each individual plan sheet should be numbered and include the total number of pages in the

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plan set along with match lines for consecutive plan sheets. Location information in GPS coordinates, or station and offset format, will be provided by the CONSULTANT. The plan sheets should include ROW boundaries, elevation contours, the proposed improvements and alignment, and enough existing detail to readily identify the area. The CONSULTANT will create the plan sheets with the information shown above and will then submit the plans to the DEPARTMENT for comment. The DEPARTMENT will then return the sheets to the CONSULTANT for inclusion of any markups. The CONSULTANT shall then incorporate the completed sheets into the geotechnical report. Upon completion of the plans, the CONSULTANT shall furnish back-up CADD, GIS and gINT files as appropriate.

3. Geotechnical report describing project and location, existing conditions, exploration logs, material testing results, geological features, potential geotechnical problems, and design recommendations. The report shall address excavation issues, soil types, fill requirements, foundation recommendations for all structural components of the project, slope stability, ledge limits (see below), bearing capacities, groundwater elevation, underdrain requirements, water-quality features, erosion and sedimentation potential, artesian conditions, and other geotechnical factors affecting the design or construction of the project. The CONSULTANT shall consider economic and DEPARTMENT standards in making their recommendations. The report shall serve as an evaluation of soil conditions by which the design is influenced and shall also be available to Contractors to supplement their bid process and the construction.
 - a. Provide paper and/or electronic copies of project plans and cross sections as needed to review geotechnical assessments and evaluations of design features.
 - b. The CONSULTANT shall be responsible for cross sections at intermediate stationing intervals (e.g. 25-foot) based on rock lines determined by the CONSULTANT. The CONSULTANT shall be required to interpolate for all intermediate stationing.
4. Subsurface investigation, including field inspection. The CONSULTANT will need to obtain any necessary permits for geotechnical investigations if required and not previously obtained by the DEPARTMENT

Geotechnical data and draft recommendations (two sets) shall be available for developing and reviewing the Slope and Drainage submission for the highway design and the Preliminary Plans submission for the bridge design. Following review and concurrence, a final report (two bound sets) shall be submitted prior to the Preliminary PS&E submission

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E. SCOPE OF WORK (ENVIRONMENTAL)

The CONSULTANT shall be responsible for:

I. Data Collection:

The CONSULTANT shall review relevant data sources to identify the listed resources below to identify impacts, potential measures to minimize or mitigate impacts, and proposed enhancements. Resources to be identified include:

a. Water-Based Resources:

- 1) Groundwater: Data regarding aquifers, public water supplies and wells within the study area will be gathered from appropriate sources such as the GRANIT GIS database, NHDES mapping, NHDES Drinking Water and Groundwater Bureaus, inventory data, municipal data or municipal mapping. The CONSULTANT will describe these resources and display them on project mapping. Data will also be needed to identify any sensitive resources directly adjacent and potentially down gradient of the project area. The mapped resources will be assessed and described in terms of their current and potential use and their relative proximity and potential hydrological connection to the project area. In addition, consideration shall be given for the protection of drinking water supplies, as well as stormwater conveyance and treatment in the vicinity of the drinking water supplies and wellhead protection areas.
- 2) Surface Waters: All current regulatory requirements and constraints associated with water-based resources will be identified and summarized in the environmental document. The CONSULTANT shall determine surface water impacts including impacts to the channel and/or banks of any rivers or streams. The CONSULTANT shall coordinate as necessary with the appropriate regulatory agencies. Data regarding existing surface waters and water quality will be gathered and documented. The CONSULTANT will review the most recently approved State 303(d) list to identify water quality impairments and TMDLs, within the project area. The CONSULTANT will compile existing TMDL implementation plans, watershed management plans, and active water quality related permits including but not limited to NHDES Alteration of Terrain (AoT), EPA NPDES for Small Municipal Separate Storm Sewers (MS4), and for Construction activities (CGP). Permits that will be required will be identified, such as the MS4 General Permit and Water Quality Certificate. The CONSULTANT will investigate appropriate water quality treatment measures necessary to minimize nutrient impacts on surface waters. The project is located within an MS4 regulated area and will be subject to MS4 redevelopment requirements for stormwater treatment. The CONSULTANT shall evaluate the Redevelopment

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requirements of the MS4 permit issued in 2017; and the 2017 Revised AoT permit requirements. It is not anticipated that field sampling of surface waters and any MS4 services will be needed. All current regulatory requirements and constraints associated with surface water-based resources will be identified and summarized.

The CONSULTANT will investigate appropriate water quality treatment measures necessary to minimize nutrient impacts on surface waters. This shall include a pavement runoff area analysis (including enhanced plans showing the associated drainage areas) to determine the percent of the pavement treated prior to discharge and the volume (water quality volume) for the proposed condition and alternatives to determine approximate size and placement of structural Best Management Practices (BMPs). BMP placement and type will be compliant with current AoT requirements and will take into consideration: soil conditions, depth to bedrock, groundwater tables, water supply sources, and the proximity to the project's stormwater discharge points.

- 3) Floodplains and Floodways: Federal Emergency Management Agency (FEMA) floodplain and floodway information will be gathered from appropriate sources and displayed on project mapping. This information will be used to assess the status of anticipated impacts and quantify the volume of impacted floodplain and floodway. The CONSULTANT will coordinate with the NH Floodplain Manager, ACOE, and FEMA regarding proposed impacts within the flood hazard areas. The need for the preparation of a Conditional Letters of Map Revision (CLOMR) is not anticipated.
- 4) Wetlands: The CONSULTANT will delineate wetlands and streams, including ordinary high water and top of bank, and determine their functions and values within the study area limits based on state and federal criteria, and will collect field data sufficient to document the delineation, including photographs. If access to private property is required, landowners will be notified by the DEPARTMENT. The CONSULTANT will survey wetland flagging using appropriate technology to locate flagging. This will include noting any unusual features such as invasive species, disturbed areas, or uncommon wetland types such as bogs or vernal pools. This information will be provided in plan format and in a report that is stamped by a Certified Wetland Scientist(CWS) with a current NH certification, which includes the location of the features, classifications of wetlands present within the wetlands, descriptions of the each wetland's hydrology, soils and vegetation, flagging number system of each delineated feature, photographs, functions and values (including the Wetlands Function-Value Evaluation Form from the Highway Methodology Workbook Supplement) Wetland Determination Data Plot Forms with paired upland and

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wetland data plots and the results of the stream crossing assessments. If required, the CONSULTANT will identify potential wetland mitigation opportunities either within the project corridor or the surrounding area including any areas of proposed BMPs which will also require delineation. This effort will need to be coordinated with municipality.

- 5) Stream Crossings: The CONSULTANT will identify all intermittent and perennial stream crossings within the project study limits and determine the corresponding Tier classification in accordance with the NHDES Stream Crossing Rules Env-Wt 900 series to aid in determination of a design for a stream crossing that meets the NHDES Stream Crossing Guidelines and/or alternative design. It is assumed that no tier 2 or tier 3 stream crossings will be addressed by the project and stream assessments will not be required.
- b. Land-Based Resources:
- 1) Public and Conserved Lands: Publicly owned lands, bicycle and pedestrian trails, and privately conserved lands will be identified. This will also include coordination with public officials including the LCIP and the LCHIP programs.
 - 2) Section 6(f) Resources: Lands receiving Section 6(f) funds will be identified based on coordination with the NH Department of Natural and Cultural Resources (DNCR). Section 6(f) properties will be identified, and potential impacts to 6(f) properties will be quantified.
- c. Wildlife:
- 1) Wildlife and Habitat: Wildlife resources will be identified with information from the NH Wildlife Action Plan and any future wildlife connectivity models released by NH Fish and Game. The models will be supplemented as needed by field reconnaissance. The CONSULTANT will identify areas where habitat connectivity could be improved based on field observations, aerial imagery, and other data that is collected. At the Natural Resource Agencies Coordination meeting the CONSULTANT will coordinate with NH Fish and Game regarding any wildlife corridors or habitat blocks identified in the project area. This information about wildlife corridors and habitat will be described in the environmental document and may be considered during the design of the project
 - 2) Threatened and Endangered Species: Threatened and endangered species information will be gathered by the CONSULTANT through coordination with the DNCR Natural Heritage Bureau, NH Fish and Game Department, the US Fish and Wildlife Service, as well as field investigations. The CONSULTANT will perform a field survey to identify the presence of potentially suitable habitat and known populations of State and Federal protected species and/or natural communities in the vicinity of the project. The

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CONSULTANT will use the US Fish and Wildlife Service's on-line Information for Planning and Consultation (IPaC) tool for review of identified federally-listed species. The U.S. Fish and Wildlife Service (USFWS) has listed the Northern Long-Eared Bat as threatened under the Endangered Species Act (ESA) to protect the bat and its habitat. In addition, the USFWS has published a Final 4(d) rule, which targets protections to certain sensitive portions of the Northern Long-Eared Bat's lifecycle and allows for specific otherwise legal actions that may result in incidental take of the Northern Long-Eared Bat. Based on the anticipated project construction schedule, it is assumed that tree clearing can be completed during the non-active season and a bat acoustic presence/absence survey will not be required. The CONSULTANT will complete an assessment of the toll canopy and administration building to document evidence of bat roosting. It is anticipated that this project will conform to one or more of the permissible actions included in the Final 4(d) rule. The CONSULTANT will review the National Oceanic and Atmospheric Administration (NOAA) Greater Atlantic Regional Fisheries Office (GARFO) website to confirm that the presence or absence of essential fish habitat (EFH). The CONSULTANT shall conduct all necessary coordination with NOAA and the lead federal agency to determine if any conservation measures are required.

d. Cultural Resources (Historic):

The CONSULTANT will be responsible for conducting the initial Section 106 public outreach efforts with the municipalities and any potential Consulting Parties. The CONSULTANT will prepare and submit, through the DEPARTMENT, a NH Division of Historical Resources (NHDHR) Request for Project Review (RPR) form for Transportation projects or the Section 106 Programmatic Agreement Appendix A or B Certification Forms, as applicable. If necessary, the DEPARTMENT will be responsible for completing all National Register eligibility survey forms in accordance with NHDHR Survey Policy and Manuals. The CONSULTANT will prepare the draft effect memo and, if needed, the DEPARTMENT will prepare e106 for submission to the Advisory Council on Historic Preservation and a Memorandum of Agreement for the Adverse Effect. The CONSULTANT will be responsible for providing assistance in the form of mapping and other materials necessary to complete historic review. The CONSULTANT will be responsible for initiating and coordinating the preparation of any resource surveys, preparation of any adverse effect review sheets, and the preparation of e106 with the DEPARTMENT's Cultural Resource Program staff.

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e. Cultural Resources (Archaeology):

If necessary, the CONSULTANT will be responsible for initiating and coordinating all necessary phases of archaeology with the DEPARTMENT's Cultural Resource Program staff. The DEPARTMENT will utilize Statewide On-call archaeological services agreements to complete all necessary phases of archaeology.

f. Air Quality:

The DEPARTMENT shall perform, as necessary, tasks required to assess the potential air quality impacts of the project to determine and/or achieve compliance with the State of New Hampshire Air Quality Implementation Plan, and the provisions set forth in the Clean Air Act Amendments (CAAA) and the National Environmental Policy Act (NEPA). Upon request of the CONSULTANT, the DEPARTMENT shall provide air quality language for use in the environmental documentation.

g. Invasive Species:

The CONSULTANT will determine the presence of invasive species in conjunction with other project field investigations. General locations and types will be identified within the project limits, approximate limits of populations will be located with GPS and shown on the project plans.

h. Contaminated Properties:

The CONSULTANT shall complete a database search to identify areas with records of hazardous materials or contamination within 1,000 feet of the project limits and landfills within 4,000 feet of the project limits. This work will also require a review of historic aerial photographs to evaluate past and current land use, and field surveys of the project area to look for observable physical evidence of contamination or potential contamination sources. The CONSULTANT will coordinate with the DEPARTMENT's hazardous materials program to confirm findings and will assess measures required to conduct geotechnical investigations within areas of potential contamination which will be described in the summary report. The DEPARTMENT will utilize Statewide On-Call Hazardous Materials services to provide an asbestos-containing materials (ACM) and other hazardous materials (OHM) inspection and report for the structures associated with the Bedford toll plaza. The ACM/OHM report will be provided to the CONSULTANT for including in the Contract Documents and POW. The DEPARTMENT will be responsible for completing an Underground Storage Tank (USTs) closure assessment associated with the Bedford Toll Plaza's 10,000-gallon #2 fuel oil tank. The DEPARTMENT will provide language to include the UST removal in the Contract Documents.

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i. Limited Reuse Soils (LRS) and Per- and Polyfluoroalkyl Substances (PFAS)

The CONSULTANT shall determine the quantity of LRS and PFAS impacted soils generated during construction, by phase if applicable, and determine the ability, due to quantities and any applicable construction phasing, to reuse the LRS and PFAS impacted soils within the project limits. The CONSULTANT shall coordinate with the DEPARTMENT on evaluating the risk of impacting drinking water supplies due to the management and reuse of PFAS impacted soils within the project limits and coordinating with the NHDES to understand potential future investigation or monitoring requirements of the project. The CONSULTANT shall determine and provide figures for potential temporary and permanent stockpile or soil consolidation locations for excavated LRS and PFAS impacted soils. The CONSULTANT will develop a Soil and Groundwater Management Plan for NHDES and NHDOT approval. The CONSULTANT shall incorporate the Soil and Groundwater Management Plan into the plans, specifications, and quantities.i.

j. Construction Impacts:

The CONSULTANT shall perform, as necessary, tasks required to assess the potential construction impacts on the natural, cultural, and socio-economic resources present within the project area and provide an assessment of required permits and compliance with said permits. Potential construction impacts and likely mitigation measures will be described. These measures are assumed to include detours during construction; erosion and sediment control; air, noise, and dust pollution; and special measures that may be needed to protect water quality.

k. Environmental Commitments:

Environmental commitments will be summarized.

2. Agency Coordination:

The CONSULTANT will attend up to three of the DEPARTMENT's monthly Natural Resource Agency meetings. The CONSULTANT will also attend up to three of the DEPARTMENT's monthly Cultural Resource meetings. The CONSULTANT will be responsible for supplying support graphics, making presentations, and preparing meeting minutes.

3. Project Purpose and Need:

The CONSULTANT, in conjunction with the DEPARTMENT, will develop a formal Purpose and Need Statement. Draft and final versions of the Purpose and Need will be developed and circulated for review.

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4. Alternatives Development:

The CONSULTANT shall develop a reasonable range of alternatives for inclusion in the environmental document.

5. Description of Proposed Action:

The CONSULTANT will describe the Proposed Action in detail, including location, dimensions, traffic patterns, amenities, or facilities such as pedestrian crossings, construction issues, right-of-way impacts, and estimated costs. Conceptual plan, profile, and cross section views will be included.

6. Environmental Impacts of Proposed Alternative:

The CONSULTANT will identify resource impacts, potential measures to minimize or mitigate impacts, and possible resource enhancements that could be achieved by the proposed alternative.

7. The CONSULTANT will perform tasks for the following resources/impacts:

- a. Water-Based Resources
 - 1) Groundwater Resources
 - 2) Surface Water Resources
 - 3) MS4 (Area Analysis)
 - 4) Floodplains and Floodways
 - 5) Wetlands
 - 6) Stream Crossings
- b. Land-Based Resources
 - 1) Land Use
 - 2) Parks/Recreation/Conservation Lands
 - 3) Section 6(f) Resources
- c. Wildlife/Vegetation/Fisheries
 - 1) Threatened or Endangered Species
- d. Cultural Resources
- e. Social and Economic Resources
- f. Environmental Justice (provided by the DEPARTMENT)
- g. Noise
- h. Air Quality
- i. Invasive Species
- j. Hazardous Materials/Contamination
- k. Limited Reuse Soils (LRS)
- l. Per- and Polyfluoroalkyl Substances (PFAS)
- m. Construction Impacts

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- n. Resources Identification and Mitigation
- o. Summary of Impacts
- p. Visual Resources
- q. Environmental Commitments

8. Environmental Document:

It is anticipated that this project will require the preparation of an Environmental Study. The Environmental Study will document the resource impacts outlined above. The Environment Study will shall identify a reasonable range of alternatives and the reasons for selection of the Proposed Action. The document will also identify which environmental permits are required. The resource reports, agency correspondence, and public meeting summaries will be appended. An administrative Draft will be prepared for review by the DEPARTMENT. After comments are addressed by the CONSULTANT, the final Environmental Study will be submitted to the DEPARTMENT and all other parties as directed, for review. An electronic version of the Environmental Study will be provided in PDF format by the CONSULTANT.

9. Design of the permanent water quality features:

The CONSULTANT shall design the permanent water quality features in accordance with AoT (Wq-Env 1500) regulations and utilize the NH Stormwater Manual as guidance. Permanent water quality features shall be shown at the Slope and Drain plan submission with design backup calculations complete. The CONSULTANT shall furnish conceptual design calculations with Q2, Q10, Q25, Q50 flows and water quality volumes. Site locations, estimated areas and design elevations shall be proposed in detail sufficient to complete geotechnical investigations of each site. Any monitoring of the groundwater table prior to and during the design of the project shall be the responsibility of the CONSULTANT. Where additional monitoring wells are required, the DEPARTMENT will be responsible for drilling the wells.

In addition, the CONSULTANT shall be responsible for:

- a. Incorporating stormwater runoff treatment areas and detention basins and evaluating their environmental impacts during the environmental review process (such as archaeological sensitivity, wetland impacts, hazardous materials, etc.).
- b. As part of the drainage system, infiltration measures shall be investigated and evaluated as to their feasibility and prudence. Such measures would allow stormwater to infiltrate back into the ground following treatment. If such measures are determined feasible and prudent, they should be considered for incorporation into the design.
- c. Activities associated with investigations related to identify the nature and approximate extent of soil or groundwater contamination that may be present on properties to be acquired. It is anticipated that the CONSULTANT would update any information by reviewing the NHDES

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OneStop and other databases.

- d. Incorporation of water quality treatment measures (i.e., treatment basins and swales) into the overall project design according to the guidance provided in the latest version of NHDES Alteration of Terrain (AoT) regulations, and the NH Stormwater Manual. NHDES BMP worksheets shall be completed and submitted as part of the Drainage Report.

10. Wetlands Permit/Dredge and Fill Application and plans:

To assist with permitting of the project, the CONSULTANT will review the preliminary plans with NHDOT and the resource agencies at Natural Resource Coordination Meetings. If the project triggers permitting requirements, the CONSULTANT will prepare permitting documents for filing with the NHDES Wetland Bureau including but not limited to:

- Current Application Form
- USGS Location Map, including the approximate boundaries and size of the contributing watershed
- Narrative addressing the NHDES Rule Env-Wt 302.04(a), Review Criteria for Major/Minor Projects
- Information required by Env-Wt 903.03, Information Required for a Stream Crossing Application
- Mitigation coordination summary/ARM calculator
- Wetland Permitting Plans, including:
 - Existing Conditions Plan
 - Proposed Condition Plans (i.e., General Plan), including information required by Env-Wt 903.03
 - Impact Sheet, showing temporary and permanent impacts and instream diversion/BMPs
 - Erosion and Sedimentation Control Plan Sheet including Strategies Sheets
- NHB review and IPaC supporting documentation
- Threatened and Endangered Species Coordination
- Cultural Coordination
- Construction Sequencing
- Photos of impact areas
- Items from NHDOT Wetland Application Checklist, as required

It is assumed that the project may trigger mitigation requirements. If it is determined that the project will require mitigation, the CONSULTANT will coordinate with the DEPARTMENT to find ways to reduce mitigation through project design and will participate in mitigation discussions with NHDES and the Town of Bedford Conservation Commission to determine appropriate mitigation for the project. Design of wetland creation/restoration mitigation sites is not included.

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The CONSULTANT will submit a draft permit application package to the DEPARTMENT for review and will revise the package in response to comments prior to submitting a final package. An allowance to cover the estimated permit application fee is not included in the contract (assumed paid by NHDOT). Up to 12 copies of the application will be provided to the DEPARTMENT for distribution.

The CONSULTANT will develop erosion control plans substantially conforming to (NHDES) PART Env-Wt 501.02 to include existing contours and finished grade contours at 1-foot intervals, and erosion control strategies for the completed project condition. The DEPARTMENT will submit the plans to NHDES, as part of the Wetland Permit application. The plans shall be prepared in "roll plan" and "cut sheet" format. The plan package shall also include an erosion control strategy legend (developed by the DEPARTMENT), drainage note sheets, traffic control phasing notes and a preliminary construction schedule. The CONSULTANT will design the perimeter erosion control strategies. The information will also be included as a part of the project Proposal for the Contractors' use during the bidding period.

11. US Army Corps of Engineers Section 404 Permit:

It is anticipated that this project will qualify for coverage under the ACOE General Permit. The CONSULTANT will verify this at the Natural Resource Coordination meetings. All permitting requirements to request authorization under the NH General Permit will be addressed in the NHDES permit application. It is assumed that any requests by the ACOE for NHDES application materials will be addressed by the DEPARTMENT.

12. Permitting Follow-On Services

Follow-up and liaison efforts are sometimes required to respond to specific comments and concerns raised by regulatory agencies following permit application submittal. Work under this task might include:

- Attendance and presentation at one or more regular Resource Agency Coordination Meetings organized by NHDOT;
- Preparation of responses to agency review comments; or
- Minor plan revisions/additions.

F. SCOPE OF WORK (FINAL DESIGN)

The scope of work proposed by this AGREEMENT includes:

1. The development of base plans by the CONSULTANT using updated ground survey provided by the DEPARTMENT. The CONSULTANT shall develop plans at a scale of 1" = 50', unless otherwise noted. All signal design plans shall be at a scale of 1" = 20'. Additionally, the CONSULTANT shall be prepared to produce intersection grading plans at a scale of 1" = 20' where necessary, or as appropriate. The CONSULTANT shall be responsible for the incorporation of

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environmental resource mapping, utility information, right-of-way and property line information, etc. All of these will be provided by the DEPARTMENT, or as noted elsewhere in this document.

2. The development and refinement of the horizontal and vertical alignment, grades, and ramp interchange of the proposed roadway(s).
3. 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 the required submissions to the DEPARTMENT and/or any other STATE or Federal agency that may be required.
4. The design and preparation of contract plans for construction of the roadway, structures, traffic control plans, construction phasing plans, layout and design of overhead sign structures (conceptual design of foundations for purposes of developing quantities with final design based on shop drawings provided by the Contractor), temporary and permanent traffic signals (including phasing, conduit, signal coordination, foundations, and other signalization items), soundwalls, retaining walls, guardrail, drainage facilities (including Best Management Practices for permanent erosion- and sedimentation-control and water-quality features), temporary/ permanent erosion control measures and related water quality features, landscaping plans and appurtenances in accordance with the policy and procedures of the DEPARTMENT and the provisions of this AGREEMENT. The plans shall include all commitments made in the Environmental Study documents to the extent practicable.
5. The design of all overhead and ground mount permanent AET signage, guide, warning and regulatory signs, including the quantity summary sheets, with guidance from the DEPARTMENT. An elevation view or "stick diagram" as per the NHDOT Design Manual is required for use by the Contractor in designing the overhead sign structure. Contract signing shall include site reviews and documentation of the existing signing. The permanent guide, warning, and regulatory signs shall be progressed such that once reviewed and approved by the DEPARTMENT, the approved design can be incorporated into the PPS&E submission. All signing on the plans shall be closely coordinated with the location of guardrail installations, slopes, utility locations (including streetlights and underground utilities) and drainage system locations to avoid conflicts and to determine which support system will be required to install the signs. The CONSULTANT shall be responsible to identify all conflicts and to make necessary adjustments to highway signing.
6. The final design of overhead sign structures and foundations and quantity development of these structures for incorporation into the contract plans.
7. The development of the permanent construction signs and warning device package, including the quantity summary sheets

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8. The design and incorporation into the contract plans (including the quantity summary sheets) of all temporary guide and regulatory signs including overhead signed structures, and permanent construction signing required for use with detours or construction staging. These signs and locations shall be shown on the Traffic Control Plans.
9. The design and development of all pavement marking layouts, item numbers, item descriptions, and quantities for inclusion into the contract and appropriate summary tables within the plan sets. The pavement markings shall be progressed such that the design can be reviewed and approved by the DEPARTMENT for incorporation into the PPS&E submission.
10. The CONSULTANT shall incorporate utility relocations and lighting designs by OTHERS into the contract plans. All utility data, existing and proposed, shall be reviewed by the CONSULTANT for constructability and to check for impacts to traffic control.
11. Preparation of presentation (colored) base plans at the Preliminary, Slope and Drainage, PPS&E and PS&E submissions.
12. ITS concept plans, specifications, quantities, and engineer's estimate for incorporation into the final design plans as appropriate. The work is anticipated to consist of device installation and potential relocations of (CCTV, DMS, MVDS, etc.) and the potential installation of a hardwired fiber backbone system to connect with the anticipated Turnpike improvements associated with the Nashua-Merrimack-Bedford 13761 projects north and south of the plaza.

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

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

The CONSULTANT shall submit for review, as requested, progress prints (black line) showing grades, cross-sections, special details, and general design. Paper prints shall be submitted upon request for soils studies, right-of-way use, evaluation of utility impacts, and other purposes. The DEPARTMENT will provide the existing right-of-way and approximate, abutting property information in the appropriate CAD/D format. The CONSULTANT shall incorporate the existing right-of-way information into the base plans.

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Designs shall conform to the current standards, specifications, policies and guidelines enumerated in the Federal-Aid Policy Guide, Subchapter 6, Part 625, or to 23 Code of Federal Regulations, Part 625 and the DEPARTMENT'S Design Manual and Standard Plans for Road Construction, except as approved.

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

Multiple visits to the site shall be made during the design to detect changed field conditions and, if required, the CONSULTANT will perform additional surveys. The CONSULTANT will process additional survey requests to ensure continuity between new and current detail model files. The DEPARTMENT will incorporate these files into the current detail base plans and digital terrain models (DTM) to include all drafting, labeling, detailing and field checking of the detail. Additional surveys may be required throughout the design process, and the CONSULTANT shall modify the design, as necessary, based upon the updated survey information.

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

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

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

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

G. SCOPE OF WORK (UTILITIES)

The utility coordination for this project will be performed by the DEPARTMENT, if required. 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

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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.

H. SCOPE OF WORK (TOLL SYSTEMS)

Coordination with Electronic Toll Integrators:

The CONSULTANT shall coordinate with System Toll Integrator through the DEPARTMENT for the following information to be included in the plans or specifications:

- Overhead Toll Gantry.
- Toll Shelter.
- Pull box and Conduit layout along roadway and on gantry.
- Electrical and Communication Requirements.
- Material to be installed in pavement (treadles).
- Contract specifications pertaining to AET.
- Responsibility Matrix for installation responsibilities between TOLL VENDOR contractor and Civil CONTRACTOR.
- Installation/construction time frames and coordination with the CONTRACTOR to be used in scheduling and developing the Prosecution of Work and Traffic Control Plan.
- Construction of the toll zone area for vendor testing.

I. SCOPE OF WORK (PUBLIC PARTICIPATION)

The CONSULTANT shall support the public participation process that enhances the DEPARTMENT's "Public Involvement Process for New Hampshire Transportation Improvement Project". The CONSULTANT shall prepare presentation graphics, handouts and supporting displays for public participation and posting to the Project's website and be available to make presentations and prepare Conference Reports. Specific tasks include:

Public Officials/Public Informational Meetings: It is anticipated that up to two Public Meetings will be held to involve the public and other interested parties in the project development process. These Public Meetings will focus on the proposed action, project status updates, schedule, construction phasing and construction impacts. The CONSULTANT will prepare informational handouts and presentation materials and assist with presentations as needed. The CONSULTANT will document meeting proceedings in the form of Conference Reports for posting to the Project's website. The meetings are anticipated to be

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hybrid Zoom/in-person, if COVID-19 conditions permit.

J. MATERIAL FURNISHED BY THE DEPARTMENT OF TRANSPORTATION

The DEPARTMENT will furnish the following data to the CONSULTANT, which the CONSULTANT may reasonably rely on:

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 other electronic means, notes and note reductions in the format outlined in the DEPARTMENT'S CAD/D Procedures and Requirements. An electronic ground model will be provided, if available, along with all existing information that can be used to create a model.
 - b. Any additional surveys of adjacent parcels, mitigation sites, wetland boundaries or other pertinent items deemed necessary will be processed and incorporated by the CONSULTANT.
 - c. Electronic drawings in Microstation format, along with reproducible sheets, of roadway typical cross sections and other detail sheets shall be provided, when available from the DEPARTMENT'S CAD/D library, upon request by the CONSULTANT, in accordance with the DEPARTMENT'S CAD/D Procedures and Requirements.
 - d. Electronic drawings in Microstation format of the existing underground utilities, if provided to the DEPARTMENT by the utility. The CONSULTANT shall be prepared to provide an electronic copy of preliminary base plans to the DEPARTMENT for use by the utilities. The CONSULTANT shall be responsible for the incorporation and manipulation of this information (either in paper or electronic format) into the plans, in accordance with the DEPARTMENT'S CAD/D Procedures and Requirements.
 - e. Electronic drawings of roadway typical cross sections and other available detail sheets for inclusion in the contract plans.
 - f. Electronic drawings in Microstation format of the Right-of-Way data, approximate property lines, and parcel owners. These electronic files containing abstracting information will be updated, as necessary, throughout development of the project. The CONSULTANT shall be prepared to incorporate refinements from the Department, to the electronic files, as needed.
 - g. Prints of any information outlined in Article I.J.1.a. through f. above, both existing and proposed, when available, for verification by the CONSULTANT.

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2. Prints of the following information:
 - a. Any additional information (e.g., abstracting, utilities, etc., not available electronically) for the CONSULTANT to incorporate into the plans in accordance with the DEPARTMENT'S CAD/D Procedures and Requirements.
3. 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.
4. 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. The CONSULTANT shall be responsible to complete the permit applications and provide all supporting documentation (e.g. photographs).
5. Necessary traffic counts and crash data, as collected by the DEPARTMENT.
6. Proposal for bidding and Standard Specifications for Road and Bridge Construction, Standard Plans for Road Construction, plus supplemental specifications, and special provisions that the DEPARTMENT currently has.
7. Geotechnical investigations supporting original Open Road Tolling design.
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 with the Utility design.
9. The DEPARTMENT and the CONSULTANT will cooperatively develop the detailed Traffic Control Plans. The CONSULTANT shall develop the initial conceptual Traffic Control Plan and construction phasing. The DEPARTMENT will assist the CONSULTANT in the final design of the Traffic Control Plans as it relates to potential complications with concurrent work, utilities and closures. The CONSULTANT shall complete the final design and the associated quantity calculations.
10. Conceptual design and layout of highway lighting (temporary and permanent) if deemed necessary. The CONSULTANT shall be responsible for incorporating the design and layout into the project documents and for recommending adjustments required to avoid conflicts.

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11. Any updates of the DEPARTMENT-supplied CAD/D information will be released to the CONSULTANT throughout the duration of the AGREEMENT, as appropriate. The DEPARTMENT shall be held harmless from any and all loss, damage, expense or liability whatsoever resulting from the use of these programs and macros or translated information. The DEPARTMENT may supply the documentation for use with these programs and macros, but shall not be responsible for any training in their use.

12. ITS concept plans and specifications for incorporation into the final design plans, as appropriate.

K. 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 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.

L. SUBMISSION OF REPORTS, PLANS AND DOCUMENTS

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

The CONSULTANT, with each submission, shall submit a transmittal describing the "design issues" addressed in that submission. In addition, the transmittal shall include anticipated or outstanding issues and the CONSULTANT'S recommendations. All issues shall be noted as to whether the CONSULTANT feels that the issue is within the scope of work described in Article I. Meetings between the CONSULTANT and the DEPARTMENT shall be held prior to submissions to discuss design issues and recommendations.

All plan drawings, including size of sheets, lettering, symbols and scale of said drawings, shall conform to the requirements and standards of the DEPARTMENT. Any and all CAD/D-related work completed during the course of this project shall be performed in conformance with the DEPARTMENT'S CAD/D Procedures and Requirements in effect at the time of execution of this AGREEMENT. The final construction plans Front Sheet and final right-of-way plans shall be submitted in waterproof ink on permanent, archival-quality, double-matte, polyester-base film (.004 in. thick) or silver-halide emulsion

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("wash-off") reproduction on polyester-base film (.004 in. thick). Cross section sheets shall be submitted on quality paper prints. Construction and right-of-way plans shall be submitted on 22 in. x 34 in. sheet format.

In addition to the final reproducible plans being furnished as noted herein, the CONSULTANT shall provide electronic file copies of all highway and bridge project plan sheets with real State plane coordinates, including, but not limited to, final quantity sheets, typicals and detail sheets, general plans and profiles, traffic-signal sheets, cross sections and right-of-way plans, wetland plans. In addition to these plan sheets, an electronic file of the entire project's final design shall be submitted in an "uncut" format showing all design features in a real State plane coordinate system, unrotated. These final electronic files shall be indexed with file name, description of the contents of the file and project sheet number as applicable. All files shall be submitted in conformance with the DEPARTMENT'S CAD/D Procedures and Requirements. Any plans (e.g. quantity summary sheets) produced from a spreadsheet (e.g. Excel, or equivalent) shall be submitted in ASCII file or format suitable for incorporation into Microsoft Office or the current DEPARTMENT software. The final Special Provisions(s), environmental study, geotechnical report, and all other documents, as requested, shall be submitted in both electronic format (Microsoft Word-compatible) and hard copy. The CONSULTANT shall also be prepared to submit separate electronic files of all alignments, bound locations and other project features, as requested, in a format acceptable to the DEPARTMENT, throughout the design contract, in conformance with the DEPARTMENT'S CAD/D Procedures and Requirements. The CONSULTANT shall also provide a hard copy of all proposed alignments (50-foot minimum station interval and curve control points) with associated State plane coordinates (x, y, z).

1. Roadway & AET Design Submissions

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

a. Preliminary Plans - Roadway

Based on a complete review of the material furnished by the DEPARTMENT and developed and/or supplemented by the CONSULTANT, particularly in regard to the proposed design criteria, predicted traffic, preliminary soil data, expected temporary and permanent erosion measures, conceptual traffic control and topography of the project area, the CONSULTANT shall prepare and submit to the DEPARTMENT five sets of roll plans (paper prints 8 ft. to 10 ft. in length) (cross sections and other applicable plan sheets may be submitted on cut sheets) showing:

- 1) The recommended horizontal and vertical alignment of all necessary roadway construction.

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- 2) All roadway cross sections at 50-foot intervals, (except 25-foot intervals in ledge areas) which shall be plotted with the top line of the template of the proposed roadway cross-sections shown. The CONSULTANT shall recognize that, typically, geotechnical information is not available at this time and, therefore, this submission may need to be re-cut and reordered for subsequent submissions when soils/ledge information is made available. Plans addressing significant modifications to private parking areas and accesses shall be developed and used to coordinate with property owners early in the process.
- 3) Proposed pavement layouts and major control elements.
- 4) The alignment (horizontal and vertical) of major diversions or construction phases that will have significant implications for the project in the final design. Critical cross sections (with superelevations) shall be developed, and labeled by phases, to assist in the assessment of the conceptual traffic control phasing and conceptual location of overhead sign and gantry structures foundations.
- 5) Conceptual Best Management Practices for water-quality structures shall be shown with approximated flows. A presentation and narrative will be required to explain the concept for approval.
- 6) Recommended water-quality treatment.

- 7) Roll plans shall show where match lines are anticipated for future cut sheets.
- 8) Preliminary typical sections with top line template.
- 9) Proposed limits and recommendations for letting the construction under separate contracts (if applicable), including cost estimates, areas of overlap, maintenance of traffic, drainage, etc.
- 10) Proposed right-of-way layout with bounds as applicable to the projects.

The following issues shall also be considered in the development of the above-mentioned plans:

- 1) Traffic Control Plan and construction phasing especially AET zone and removal of Toll Plaza.
- 2) Recommended water quality treatment.
- 3) Wetland impacts.
- 4) Earthwork balances and availability.

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- 5) Potential closed drainage and underdrain outlets, and depth of cover over drainage structures.
- 6) Right-of-way involvement.
- 7) Potential conflicts with major utilities.
- 8) LRS and PFAS placement within project limits

This submission shall be supplemented with such conceptual drawings, illustrations and descriptive matter as are necessary to facilitate a comprehensive review of both the proposed design and the feasibility of construction, and the coordination with the design of bridges or other structures. This shall include profiles and cross sections, particularly where clearance and setbacks may be issues.

Estimates for this submission shall be reasonably itemized to cover roadways, structures, drainage and other construction items, as well as costs of utility changes to be financed by the STATE.

For development of the right-of-way lines, sight distance review and the assessment of environmental impacts, it shall be necessary that all templates be plotted to develop slope lines. This shall require computation and submission of pavement superelevation calculations including MAAR Bridge. Rounding of slopes shall be considered in developing slope lines, but plotted cross section templates do not need to have roundings shown at this submission. Guardrail calculations shall also be submitted.

b. Slope and Drainage Plans - Roadway

Upon approval in writing by the DEPARTMENT of the Preliminary submission, the CONSULTANT shall proceed to prepare and submit to the DEPARTMENT for approval the Slope and Drain Plans submission. The Slope and Drain submission shall consist of five sets of cut sheet plans (paper prints) showing slope lines, drainage system details and drainage features, and proposed right-of-way lines, including drainage, slope and/or construction easements. The cut sheets shall include typical sections, plan views, profiles, guardrail and barrier locations, and cross sections with complete template plotted and appropriate references on the plans relative to the drainage design to assist with the review of the drainage design and the backup drainage calculations. The submission shall be supplemented with a list of utility conflicts that could not be avoided during the design. Complete Best Management Practice (BMP) designs for permanent erosion and sedimentation control features, and water quality appurtenances, shall be shown accompanied by backup calculations, including a pre vs. post-development pollutant loading assessment. The BMPs shall be designed in accordance with the (NHDES) CHAPTER Env-Wq 1500 ALTERATION OF TERRAIN requirements, as well as the

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guidance in the New Hampshire Stormwater Manual. The backup calculations shall also include a narrative, mapping and computations addressing pre-construction and post-construction (and post-development, if applicable) drainage conditions and applicable drainage control features. Two bound drainage computation books shall be submitted with all backup drainage calculations illustrated and referenced to each drainage appurtenance shown based on the drainage design. CONSULTANT to provide an electronic copy of drainage model upon request.

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

Also, with the Slope and Drainage submission, the CONSULTANT shall submit the Traffic Control Plans in near-final form (roll plans, as a minimum) showing temporary slopes, lane uses and widths, overhead sign and gantry structures, temporary guardrail and barrier locations, temporary drainage, temporary easements, profiles, temporary drives, diversion cross sections and superelevations, etc. with backup calculations. Construction phasing shall be shown with narratives for each phase. The CONSULTANT shall also submit a conceptual construction schedule (in MS Project), showing the phased construction and utility relocation time frames (as applicable), for review and comment by DEPARTMENT staff.

At this submission, an itemized construction estimate shall be prepared and submitted by the CONSULTANT (two bound copies) based on the best information and design features shown in this submission relative to the anticipated construction including any diversions or temporary widenings.

At this submission, CONSULTANT will provide independent evaluation of key cost and constructability elements including independent review of high-risk construction phasing and traffic control items associated with the roadway and bridge efforts.

Following incorporation of the DEPARTMENT'S comments on the Slope and Drain Submission, the CONSULTANT shall submit Wetland Impact plans showing permanent and temporary impacts for each wetland for inclusion with the wetland permit application. These areas shall be hatched according to the DEPARTMENT'S standards. Accompanying these plans, the CONSULTANT shall provide a tabulated impact summary showing wetland identification numbers, areas of fill or dredged volumes in the temporary and permanent conditions for this project, a draft copy of the wetland permit application package, and the

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Erosion Control Plans.

c. Utility Plans:

Following submission and review of the Slope and Drain submission, the CONSULTANT shall incorporate DEPARTMENT comments into the design layout and assemble the plans into a cut sheet format. The CONSULTANT shall then furnish up to five sets of cut sheet plans (paper prints) of front sheet, plans, profiles, and up to five sets of cross-sections and a list of revised utility conflicts for use by the Design Services Section. The CONSULTANT shall also submit separate electronic files of this information, in a format acceptable to the DEPARTMENT, in conformance with the DEPARTMENT'S CAD/D Procedures and Requirements. This submission plan set is intended to facilitate the identification of the scope of work required by various utilities to comply with the planned construction. The plans are intended to reflect the near-final design of drainage systems with all appurtenances, erosion and sedimentation-control features, other structures, right-of-way lines (proposed permanent and temporary, and existing), curbing, pavement layout, slope limits, guardrail, final template plotted on cross-sections, diversions and diversion cross-sections, traffic control issues with construction phasing, underdrain, clearing and grubbing limits, fencing requirements, lighting and ITS conduit. Also, the plans shall reflect all existing detail, existing drainage and existing utilities. The intent is to have incorporated all comments from the Slope and Drain submission along with design work that has progressed. All final design notes may not be necessary, but the scope of construction shall be evident to the reviewing utilities. Copies of this plan set will be forwarded to the Design Services Section for review. Comments will be returned to the CONSULTANT to finalize the plans prior to the formal submission for relocations. The plans shall show the status of the design prior to preparation of the Preliminary PS&E submission.

d. Preliminary PS&E – Roadway

Upon approval in writing by the DEPARTMENT of the Slope and Drain submission, the CONSULTANT shall proceed to prepare and submit to the DEPARTMENT for approval the Preliminary PS&E submission. The Preliminary PS&E submission shall consist of three to five sets of plans (paper prints) of preliminary contract drawings, draft special provisions for items for which current specifications are not available from the DEPARTMENT, and a Preliminary PS&E estimate of quantities and costs. The plans shall include title sheet, typical sections, detail sheets, all plan sheets, profile sheets, curb and pavement layout plans, pavement marking and signing plans, signal plans (including coordination), ITS infrastructure, AET Vendor plans ie shelter, pull box layout, AET zone, etc., gantry plans including lighting protection, complete traffic control plans, and cross

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section sheets (including TCP sections). Also, landscaping, seeding and grading plans shall be included, if required. The plans shall also include utility relocations, if available. Quantity Summary sheets shall be submitted. All item summary boxes for drainage, clearing and grubbing, earthwork, surfacing and select materials, curbing, guardrail, sidewalks, traffic signs, construction signs and warning devices, pavement markings, conduit and pull boxes, ITS components, gantry, landscaping and slope protection, bounds, fencing, delineation and witness markers, and other items that are nearly complete shall be shown and note line-entries completed. Rounding and totals are not required. Item summary boxes of expected work not listed above shall be included and shown without line-entries completed. In developing the plans to the Preliminary PS&E stage, the DEPARTMENT will require an estimate of the quantities, expected unit costs, and total costs prepared in the form and manner prescribed by the DEPARTMENT for the Preliminary PS&E submission. An electronic copy of the spreadsheet shall be submitted for the estimate in Excel format. Roadway items shall be kept separate from bridge items. Two bound copies of the quantity calculations shall be furnished with the estimate. The plans shall reflect all comments from the Slope and Drain Plans submission and issues that appear during final design. Two bound copies of the drainage computations book (as revised, based on Slope and Drainage comments) including temporary drainage computations shall be submitted with the Preliminary PS&E submission.

e. PS&E - Roadway

Upon approval in writing by the DEPARTMENT of the Preliminary PS&E submission, the CONSULTANT shall proceed to prepare and submit to the DEPARTMENT for approval the PS&E submission, which shall consist of three complete sets of paper prints of construction plans, two bound copies of the revised quantity books, and a PS&E estimate. 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.

f. Contract Plans (Mylars) and Consultant Documents

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 Draft Contract Plans (Paper Mylar) review. The CONSULTANT shall be prepared to incorporate all comments, furnish drafting services for omissions found and generally assist the DEPARTMENT in finalizing the contract plans. If changes are requested to be made to the CONSULTANT'S plans by the DEPARTMENT, the

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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. The final contract plans submitted shall include one mylar Front Sheet and two sets of paper prints. The first paper set and the mylar Front Sheet shall be submitted prior to the final set, so that the DEPARTMENT can complete a final "three-way" check. Also, all CONSULTANT backup documents shall be resubmitted to reflect the final Draft Contract Plans (Paper Mylar) comments and final contract plan conditions. The CONSULTANT shall also submit two bound copies of the final Drainage Calculations as well as two bound copies of the final Quantities Books.

The final contract plans shall include:

- 1) A front sheet.
- 2) Typical sections of improvement.
- 3) Summary of quantities sheets.
- 4) Detail Sheets and/ or special sheets required.
- 5) Plan and profile sheets required.
- 6) Cross section sheets (shall be submitted on quality paper prints)

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

2. Structure Design – MARR Bridge, Gantry, Overhead Sign Structures and AET Zone Submissions

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

The CONSULTANT shall perform a load and resistance-rating analysis for each structure using the AASHTO Load and Resistance Factor Design Method (Load and Resistance Factor Design or LRFD), to be submitted on a form provided by the DEPARTMENT.

The phases for the development of the project are as follows:

- Preliminary Plans (30% complete)
- Preliminary PS&E Plans (80% complete)
- PS&E Plans (95% complete)
- Contract Plans (Mylars)

Overhead Gantry

A new toll gantry will be utilized for mounting of cameras and equipment associate with the high speed tolls. The frame will be mounted on two foundations. Foundations will be designed and detailed by the Consultant. The gantry will be delineated in plans and sections. The CONSULTANT will design the gantry and develop detailed plans for inclusion in the bid package.

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Overhead Signs

All advanced overhead signage will utilize standard State of New Hampshire overhead gantries or existing bridges. Overhead signs shall be mounted on existing sign bridges, new bridges or existing bridges. The CONSULTANT shall design the foundations of all proposed sign structure locations as described in the Highway section, determine if existing structures can be utilized either in existing location or moved if necessary. DEPARTMENT will provide the CONSULTANT the original shop drawings and calculations of existing structures as request.

a. Preliminary Plans - Structures

Preliminary plans for each structure shall be prepared following completion of the subsurface explorations and the preparation of the subsurface data sheets.

The preliminary structural designs shall include profile and/or alignment data and the results of soils investigations. Also included in this phase shall be the development of the survey plan for the structure location, and this plan shall include the existing surface contours, boring locations, sub- and superstructure layout, slope limits and major topographical items, Plan and elevation sheets, as well as typical structure sections shall be developed during this phase. The plan and elevation shall generally be drawn to a scale as approved by the DEPARTMENT and shall accurately portray the location and size of the structural components, pavement and slope lines, center and grade lines, vertical and horizontal clearances, foundation details etc.

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

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

b. Preliminary PS&E - Structures

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

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

Estimates of quantities shall be prepared for all materials of construction and shall be tabulated on the plans for each major component (footings, etc.) and summarized for each structure.

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

c. PS&E - Structures

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

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

d. Contract Plans (Mylars) and Consultant Documents

Comments resulting from the DEPARTMENT'S review of the PS&E submission shall be incorporated into the design and contract plans.

Upon completion of these contract plans, they shall be submitted to the DEPARTMENT, the plans at this stage representing 100% completion.

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 electronic copies of MicroStation drawings, illustrations, and descriptive matter as are necessary to facilitate a comprehensive understanding and review of proposed concepts.

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.

3. Deliverables:

- a. 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.

- b. 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 files submitted must be fully compatible with the current version of MicroStation being used by the DEPARTMENT.

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(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/.)

- c. Approved action deliverables: The CONSULTANT's final submission shall include hard copies of plans, as well as electronic CAD/D files. The CAD/D files shall consist of the base plans with enhancements in MicroStation format, using DEPARTMENT naming conventions, line styles and character styles. The CAD/D files shall also contain a proposed 3D top line model, complete out to the slope limits. The model shall include existing and proposed surfaces developed in OpenRoads Designer format for use by the construction contractor. At a minimum the model shall match the proposed design for:
- All pavement work (edge of pavement to edge of pavement) and;
 - Slope work out to the match with existing ground with the exception of:
 - Complicated slopes associated with culverts and water quality measures that are detailed with other methods
 - Simple driveway matches
- d. 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 2016 or NHDOT compatible version
Spreadsheets: Microsoft Excel 2016 or NHDOT compatible version
Databases: Microsoft Access 2016 or NHDOT compatible version
- These specifications will be updated as necessary to reflect changes in DEPARTMENT software such as adding new software or updating to new versions of existing software. In such instances, the CONSULTANT will be promptly notified.
- e. 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:
- USB Flash Drive: Files on flash should be actual size, not compressed.
 - File Transfer Sites: Bluebeam, SharePoint.
 - E-mail: Files 20 MB or smaller may be transferred via email. If compressed, the files should be self-extracting and encrypted based on content.
- f. Copies: The CONSULTANT shall provide hard copies (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),

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

g. Website Information:

- **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.doit.nh.gov/sites/g/files/ehbemt506/files/inline-documents/sonh/web-mobile-access-standard.pdf>.
 - **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. Compliance requirements can be found at <https://www.section508.gov/create/>.
- Upon completion of the AGREEMENT, the CONSULTANT shall turn over all documentation.

h. Electronic Deliverables: Upon completion of the AGREEMENT, the CONSULTANT shall turn over all documentation used in the development of the Design and Plans. The following list is a guide to what electronic information is expected to be returned from the design Consultants to NHDOT for final storage. Note that it is not intended to be an all-inclusive (complete) listing of contract deliverables, as there may be contract specific information/documents associated with specialty work, unusual circumstances, or new technology, etc., that is not listed below. The intent is that all electronic documents developed for and associated with a particular project be submitted to the Department as part of the final deliverables.

- CAD/D File Information: See the Department's CAD/D Procedures and Requirements documentation for more (detailed) information relative to this element. CAD/D file data (both reference files and cut sheets for Highway and Bridge) shall include the following.
 - 1) Include any files from sub-consultants (including traffic signals, retaining walls, ROW plans, mitigation sites, noise barriers, etc.).
 - 2) Plotting references needed to re-produce project cut-sheets including sheet numbering (include final project .pcf file, pen-tables, etc.).
 - 3) Files used to number the project cut sheets (project .pcf file, pen tables, etc.).
 - 4) Final embellished presentation plan.
- Project Journal File: See the Department's CAD/D Procedures and Requirements documentation for more (detailed) information relative to this element.
 - 1) Care shall be taken to prepare a complete Project Journal File outlining all files and descriptions used on the project. In addition to the cut-sheet definitions, all cut sheet models need to be included so the sheets can be reproduced.

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- 2) Plotting needs to be included to provide any necessary guidance on how the sheets are to be plotted at the correct scale. Include any pen-tables used in the project.
- 3) Complete index of all 3D model surfaces provided and what they are used for.
- 4) Index of all alignments used on the project (with appropriate feature names) and descriptions.

M. 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 (including overhead sign structures, MAAR,,gantry, shelter, lighting protection, and ITS devices) prepared by OTHERS including the construction contractors or their subcontractors subject to the provisions of Section 105 for the purpose of checking for conformance with the information given and the design concept expressed in the Contract documents. Only that work designed by the DEPARTMENT will be excluded from this requirement.
- b. Design and prepare drawings for the substructure elements required for gantries, ITS devices and overhead sign structures. The Contractor shall submit fabrication plans and design parameters for overhead sign structures, which, in combination with soils information obtained by the DEPARTMENT, shall be used by the CONSULTANT to develop the

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designs and drawings for substructure elements including quantities.

N. DATE OF COMPLETION

In accordance with the Governor and Council Resolution authorizing this AGREEMENT, the date of completion for the professional design services rendered under this AGREEMENT is **October 31, 2025**. Completion of construction support services shall be in accordance with Article I-I - Construction Support Services.

ARTICLE II

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.

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: \$353,035.62

- 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 ending December 31, 2021, which expires June 30, 2022, 138.38%, shall be used for invoicing for the life of the AGREEMENT.

Overhead costs are estimated at: \$488,530.70

- 3) A fixed fee amount based on the estimated risk to be borne by the CONSULTANT [maximum 10.00% of Labor Costs (including overhead costs)] for profit and non-reimbursed costs.

The fixed fee is: \$84,156.63

- 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

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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: \$5,225.17

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

| | |
|---|---------------------|
| GZA GeoEnvironmental, Inc. | <u>\$186,559.00</u> |
| McFarland Johnson, Inc. | <u>\$104,129.20</u> |
| Vanasse Hangen Brustlin, Inc. | <u>\$97,506.95</u> |
| Sanborn Head & Associates, Inc. | <u>\$68,424.27</u> |
| Green International (Construction Services) | <u>\$25,000.00</u> |
| Doucet Survey | <u>\$11,009.81</u> |
| Barlett Engineering, Inc. | <u>\$10,000.00</u> |
| Mechanical Systems Engineering, Inc. | <u>\$5,000.00</u> |
| Morris Communications | <u>\$14,672.65</u> |

AGREEMENT NOT-TO-EXCEED TOTAL \$1,453,250.00

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 \$1,453,250.00, the sum of the amounts shown in Article II, Section A (which amount is based on the CONSULTANT'S fee and manhour estimates of May 4, 2022), 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 (3) shall not change for reasons of work duration alone. The fixed fee (3) 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.

ARTICLE II

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.

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- 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, including recording and filing of surveys and plats, enter into all necessary agreements with railroads, public utilities, municipalities, agencies of the Federal Government or others, and make orders of takings and financial settlements with owners of properties affected.

B. CONTRACT PROPOSALS

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

ARTICLE IV

ARTICLE IV - STANDARD PROVISIONS

A. STANDARD SPECIFICATIONS

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

B. REVIEW BY STATE AND FHWA - CONFERENCES - INSPECTIONS

It is mutually agreed that all portions of the work covered by this AGREEMENT shall be subject to the inspection 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 Loudon Road, Suite 201, Concord, 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

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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. REVISIONS TO REPORTS, PLANS OR DOCUMENTS

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

ARTICLE IV

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. 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 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. 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.

ARTICLE IV

G. SUBLETTING

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

All subcontracts shall be in writing and those exceeding \$10,000 shall contain all provisions of this AGREEMENT, including "Certification of CONSULTANT/Subconsultant". For subconsultants working on design, hazardous materials, geotechnical services, etc., the minimum limits of their professional liability (errors and omissions) insurance coverage shall be not less than \$2,000,000 in the aggregate, with a deductible of not more than \$75,000. For subconsultant contracts with less risk, e.g., wetland evaluations, materials inspection and testing, structural steel fabrication inspection, underwater bridge inspection, research, bridge deck condition surveys, land surveying, mapping, noise studies, air-quality studies, etc., the minimum limits of their professional liability (errors and omissions) insurance coverage shall be not less than \$1,500,000 in the aggregate, with a deductible of not more than \$50,000. For subconsultant contracts with no risk, e.g., archaeology, cultural resources, data gathering, traffic counting etc., professional liability insurance shall not be required. Subconsultants completing field exploration for geotechnical, hazardous materials/environmental, and subsurface exploration shall also have pollution liability insurance coverage not less than \$2,000,000 in the aggregate, with a deductible of not more than \$75,000. If coverage is claims made, the period to report claims shall extend for not less than three years from the date of substantial completion of the construction contract. A copy of each subcontract shall be submitted for the DEPARTMENT'S files.

H. GENERAL COMPLIANCE WITH LAWS, ETC.

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

I. BROKERAGE

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

ARTICLE IV

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

ARTICLE IV

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.

ARTICLE IV

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.

ARTICLE IV

- (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

ARTICLE IV

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 X, proposed subconsultant _____, 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.

HNTB Corporation
(Company)

By: _____

Vice President
(Title)

Date: October 11, 2022

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(b)(4)] 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.

October 11, 2022
(Date)



(Signature)

Attachment 3

CERTIFICATION OF CONSULTANT/SUBCONSULTANT

I hereby certify that I am the Vice President and duly-authorized representative of the firm of HNTB Corporation 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:

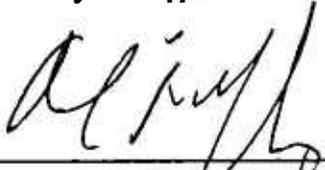
I/WE do also, under penalty of perjury under the laws of the United States, certify that, except as noted below, the company or any person associated therewith in the capacity of (owner, partner, director, officer, principal investigator, project director, manager, auditor, or any position involving 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 ineligible 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.

October 11, 2022
(Date)



(Signature)

Attachment 4

CERTIFICATION OF STATE DEPARTMENT OF TRANSPORTATION

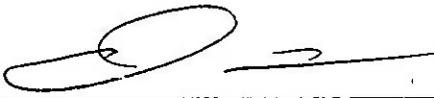
David Rodrigue
Director of Operations

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

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

except as here expressly stated (if any):

12/19/22
(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: Cherie Butler
Senior Project Analyst

Dated: October 11, 2022

CONSULTANT

By: [Signature]
Vice President
(TITLE)

Dated: October 11, 2022

Department of Transportation

WITNESS TO THE STATE OF NEW HAMPSHIRE

By: [Signature]

Dated: 12/14/2022

THE STATE OF NEW HAMPSHIRE

By: [Signature]
David Rodrigue
Director of Operations
DOT COMMISSIONER

Dated: 12/14/2022

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: 12/30/2022

By: [Signature]
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

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 HNTB CORPORATION is a Delaware Profit Corporation registered to transact business in New Hampshire on January 22, 1993. 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: 182502

Certificate Number: 0005882101



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 11th day of October A.D. 2022.

A handwritten signature in black ink, appearing to read "D. Scanlan", is written over a faint circular stamp.

David M. Scanlan
Secretary of State

CERTIFICATION OF AUTHORITY

State of Missouri)

County of Jackson)

I, Craig W. Denson, being first duly sworn according to law, depose and say that I am the Corporate Secretary of HNTB Corporation. The attached is a complete, true and correct copy of a Certificate of Authority certifying that Paul T. Godfrey, P.E. – Vice President, has been authorized by the Board of Directors of the Corporation to enter into agreements and contracts for usual and customary engineering and planning services with the New Hampshire Department of Transportation, in particular the referenced **BEDFORD – MERRIMACK AET CONVERSION #16100**, and to incur ordinary and necessary obligations in connection therewith in the name of and on behalf of HNTB Corporation.

Craig W. Denson
Corporate Secretary

Date: 10/11/2022

Subscribed and sworn to and before me the 11th day of October 2022.

Deborah S. Caponetto
Notary Public

My commission expires:

DEBORAH S. CAPONETTO
NOTARY PUBLIC, NOTARY SEAL
STATE OF MISSOURI
JACKSON COUNTY
COMMISSION # 14394835
MY COMMISSION EXPIRES: 8/21/2026



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/1/2024 12/15/2022

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

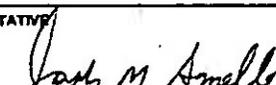
| | | |
|--|---|--|
| PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kctsu@lockton.com | CONTACT NAME: PHONE (A/C, H#, Ext): FAX (A/C, No): ADDRESS: | |
| | INSURER(S) AFFORDING COVERAGE | |
| INSURED 1489174 HNTB CORPORATION 6 LOUDON ROAD SUITE 201 CONCORD NH 03301 | INSURER A: Zurich American Insurance Company MAIC # 16535 | |
| | INSURER B: | |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |

COVERAGES **CERTIFICATE NUMBER:** 19030444 **REVISION NUMBER:** XXXXXXXX

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|----------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER: | Y | N | GLO 0769451 | 1/1/2023 | 1/1/2024 | EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMPROP AGG \$ 4,000,000 \$ |
| A | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY | Y | N | BAP 0769452 | 1/1/2023 | 1/1/2024 | COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX |
| | <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | NOT APPLICABLE | | | EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N | N/A | WC 0769453 | 1/1/2023 | 1/1/2024 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: HNTB JOB #73266; BEDFORD-MERRIMACK, AET CONVERSION, #16100. STATE OF NEW HAMPSHIRE IS AN ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY AND AUTO LIABILITY, IF REQUIRED BY WRITTEN CONTRACT. WORKERS COMPENSATION DEDUCTIBLE: \$250,000; GENERAL LIABILITY DEDUCTIBLE: \$0; AUTO LIABILITY DEDUCTIBLE: \$100,000

| | |
|---|--|
| CERTIFICATE HOLDER 19030444 73266-STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION 7 HAZEN DRIVE 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  |
|---|--|

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/1/2023

10/12/2022

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

| | | |
|---|---------------------------------------|--------------------------------|
| PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kctsu@lockton.com | CONTACT NAME: _____ | |
| | PHONE (A/C, No. Ext): _____ | FAX (A/C, No): _____ |
| E-MAIL ADDRESS: _____ | | |
| INSURER(S) AFFORDING COVERAGE | | NAIC # |
| INSURER A: Lexington Insurance Company | | 19437 |
| INSURER B: _____ | | |
| INSURER C: _____ | | |
| INSURER D: _____ | | |
| INSURER E: _____ | | |
| INSURER F: _____ | | |

INSURED
 1445095 HNTB CORPORATION
 6 LOUDON ROAD
 SUITE 201
 CONCORD NH 03301

COVERAGES **CERTIFICATE NUMBER:** 19030450 **REVISION NUMBER:** XXXXXXXX

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 | ADDITIONAL SUBROGATION | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|---|---------------------------------|----------------|-------------------------|-------------------------|--|---|
| | COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER: _____ | | NOT APPLICABLE | | | EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$ _____ | |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | NOT APPLICABLE | | | COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX | |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | NOT APPLICABLE | | | EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX | |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N <input type="checkbox"/> | N/A | | | <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX | |
| A | PROFESSIONAL LIABILITY | N | N | 061853762 | 5/1/2022 | 5/1/2023 | \$2,000,000 PER CLAIM/ ANNUAL AGGREGATE |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: RE: HNTB JOB #73266; BEDFORD-MERRIMACK, AET CONVERSION, #16100. PL SIR \$75K.

CERTIFICATE HOLDER

CANCELLATION

| | |
|--|---|
| 19030450 73266-STATE OF NEW HAMPSHIRE DEPARTMENT OF TRANSPORTATION 7 HAZEN DRIVE CONCORD NH 03302-0483 | 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  |
|--|---|

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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.