JAN18'23 PM 1:43 RCVD

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

47

William Cass, P.E.
Commissioner

David Rodrigue, P.E.
Assistant Commissioner

Andre Briere
Deputy Commissioner

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

Bureau of Highway Design
December 28, 2022

REQUESTED ACTION

Authorize the Department of Transportation to **retroactively** amend Contract #4008480 with Stantec Consulting Services, Inc., Auburn, NH, Vendor #174802, for Part B2 preliminary and final design of improvements to the Craftsman Lane/Boston Post Road and NH 101A, from Boston Post Road to Continental Boulevard intersections in the Town of Merrimack, by extending the completion date from the previously amended date of December 31, 2022, to December 31, 2023, effective upon Governor and Council approval. The original Agreement was approved by Governor and Council on December 6, 2017. Time extension only, no additional funding.

EXPLANATION

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

On December 6, 2017, the Governor and Council authorized the subject agreement (Item # 10) in the amount of $461,469.18 for preliminary and final design of the subject agreement. The objective of the project is for improvements to the Craftsman Lane/Boston Post Road and NH 101A from Boston Post Road to Continental Boulevard intersections in the Town of Merrimack.

The purpose of this time extension amendment is to allow the consultant sufficient time to complete utility relocation coordination. The coordination to secure additional verification information from the utilities and determine an acceptable aerial pole layout, as well as extended ROW negotiations, has delayed the project approximately two years beginning from the time of the initial relocation requests to the present. The Ad Date is currently scheduled for May 2023 but will be dependent on the timeliness of this process. The requested time extension will allow the Department time to complete the final design and coordinate with each section. The work is approximately 80% complete with sufficient available funds remaining.

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 following Governor and Council approval will be on file at the Department of Transportation.

It is respectfully requested that authority be given to amend this Agreement for consulting services as outlined above.

Sincerely,

William Cass

William J. Cass
Commissioner

Attachments

New Hampshire DOT
Department of Transportation

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

Victoria F. Sheehan
Commissioner

William Cass, P.E.
Assistant Commissioner

Bureau of Highway Design
Room 200
Tel. (603) 271-1592
Fax: (603) 271-7025

MILFORD-NASHUA 10136 (Part B2)
NHS-STP-F-X-T-0101(024)
(MERRIMACK 10136D)
Time Extension Amendment
(Agreement Dated October 16, 2017,
Contract No. 4008480)

November 8, 2022

Mr. David McNamara
Project Manager
Stantec Consulting Services, Inc.
5 Dartmouth Drive, Suite 200
Auburn, NH 03032

Dear Mr. McNamara:

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

Original Completion Date	December 31, 2020
Amended to	December 31, 2021
Amended to	December 31, 2022
By this letter, amended to	December 31, 2023

This no-additional-cost change order for the extension is as requested by your letter dated October 4, 2022.

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

Sincerely,

Jennifer E. Reczek,
Project Manager/Bridge Consultant Design Chief

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

We concur in the above Amendment.

STANTEC CONSULTING SERVICES, INC.

By: _____

Title: Project Manager

JER/kga

AGREEMENT AMENDMENT

MILFORD-NASHUA, NHS-STP-F-X-T-0101(024), 10136D (PART B2

STANTEC CONSULTING SERVICES, INC.

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

Consultant

WITNESS TO THE CONSULTANT

By: _____

SENIOR PRINCIPAL

Dated: 11/11/22

CONSULTANT

By: _____

Project Manager (Title)

Dated: 11/11/22

Department of Transportation

WITNESS TO THE STATE OF NEW HAMPSHIRE

By: Natasha Lilo

Dated: 12/16/2022

THE STATE OF NEW HAMPSHIRE

By: _____

Director of Project Development

For DOT COMMISSIONER

Dated: 12/16/2022

Attorney General

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

Dated: 1/13/23

By: _____

Assistant Attorney General

Secretary of State

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

Dated: _____

Attest:

By: _____

Secretary of State

OFFICER'S CERTIFICATE
of
STANTEC CONSULTING SERVICES INC.
A **NEW YORK** CORPORATION

I, the undersigned, do hereby certify that:

1. I am the duly elected and acting **Secretary** of **Stantec Consulting Services Inc.**, a **New York** corporation (the "**Corporation**").

2. On **April 1, 2022**, the following resolution was adopted by the Corporation's Board of Directors:

BE IT RESOLVED THAT:

1. the Corporation hereby adopts the Signing Authority Policy, as modified or amended from time to time, of Stantec Inc.;

2. execution of any documents for and on behalf of the Corporation shall be governed by the Signing Authority Policy, as modified or amended from time to time, of Stantec Inc.; and

3. the Secretary or any of the Corporate Counsels of the Corporation be authorized, empowered and directed from time to time as required to facilitate the execution of contracts or submission of proposals, to sign, and to seal with the Corporate Seal, Certificates of the foregoing action evidencing the authority delegated in the Signing Authority Policy, as amended from time to time, of Stantec Inc.

David McNamara is a **Principal** of the Corporation, and in that capacity is duly authorized to sign proposals and enter into agreements for professional services in accordance with the Corporation's Signing Authority Policy in connection with the following project:

Milford-Nashua 10136 (Part B2)
New Hampshire Department of Transportation

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Corporation, this 11th day of November, 2022.

Christopher O. Heisler
Secretary

STANTEC CONSULTING SERVICES INC.
Corporate Seal

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 STANTEC CONSULTING SERVICES INC. is a New York Profit Corporation registered to transact business in New Hampshire on May 09, 2006. 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: **557168**

Certificate Number: **0005895962**

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 November A.D. 2022.

David M. Scanlan

Secretary of State

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

10/1/2023

DATE (MM/DD/YYYY) 9/19/2022

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 : Berkshire Hathaway Specialty Insurance Company	22276
INSURER B : AIG Specialty Insurance Company	26883
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
1414100
STANTEC CONSULTING SERVICES INC.
370 INTERLOCKEN BLVD, SUITE 200
BROOMFIELD CO 80021-8009

COVERAGES CERTIFICATE NUMBER: 17479950 REVISION NUMBER: XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ XXXXXXX
							MED EXP (Any one person)	$ XXXXXXX
							PERSONAL & ADV INJURY	$ XXXXXXX
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC						GENERAL AGGREGATE	$ XXXXXXX
							PRODUCTS - COMP/OP AGG	$ XXXXXXX
	OTHER:							$
	AUTOMOBILE LIABILITY ANY AUTO			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident)	$ XXXXXXX
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per person)	$ XXXXXXX
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident)	$ XXXXXXX
							PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
	UMBRELLA LIAB OCCUR			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ XXXXXXX
	DED RETENTION $							$ XXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		NOT APPLICABLE			PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$ XXXXXXX
							E.L. DISEASE - EA EMPLOYEE	$ XXXXXXX
							E.L. DISEASE - POLICY LIMIT	$ XXXXXXX
A	Professional Liab	N	N	47-EPP-308810	10/1/2022	10/1/2023	$3,000,000 PER CLAIM/AGG	
A				NO RETROACTIVE DATE			INCLUSIVE OF COSTS	
B	Contractors Pollution Liab			CPO8085428	10/1/2021	10/1/2023	$3,000,000 PER LOSS/AGG	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: 195350481; MILFORD-NASHUA 10136D & NH101A AND CRAFTSMAN LANE RECONSTRUCTION DEVELOPMENT OF PSE DOCUMENTS FOR PROJECT BIDDING.

CERTIFICATE HOLDER

17479950
NHDOT
JOHN O. MORTON BUILDING
7 HAZEN DRIVE
PO BOX 483
CONCORD NH 03302-0483

CANCELLATION

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

AUTHORIZED REPRESENTATIVE
Joseph M Agnello

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ACORD

CERTIFICATE OF LIABILITY INSURANCE

5/1/2023

DATE (MM/DD/YYYY) 4/22/2022

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 : Berkshire Hathaway Specialty Insurance Company	22276
INSURER B : Travelers Property Casualty Co of America	25674
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
1415077
STANTEC CONSULTING SERVICES INC.
370 INTERLOCKEN BLVD, SUITE 200
BROOMFIELD CO 80021-8009

COVERAGES CERTIFICATE NUMBER: 17479954 REVISION NUMBER: XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X CONTRACTUAL/CROSS X XCU COVERED GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	Y	N	47 - GLO-307584	5/1/2022	5/1/2023	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 25,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 4,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	N	N	TC2J-CAP-8E086819 (AOS) TJ-BAP-8E086820	5/1/2022 5/1/2022	5/1/2023 5/1/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$ XXXXXXX
							BODILY INJURY (Per accident)	$ XXXXXXX
							PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
A	X UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $	N	N	47 - UMO-307585	5/1/2022	5/1/2023	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$ XXXXXXX
B B B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	UB-3P635310 (AOS) UB-3P533004 (MA, WI) EXCEPT FOR OH ND WA WY	5/1/2022 5/1/2022	5/1/2023 5/1/2023	X PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: 195350481; MILFORD-NASHUA 10136D – NH101A AND CRAFTSMAN LANE RECONSTRUCTION DEVELOPMENT OF PSE DOCUMENTS FOR PROJECT BIDDING. STATE OF NEW HAMPSHIRE IS ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY, IF REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

17479954
NHDOT
JOHN O. MORTON BUILDING
7 HAZEN DRIVE
PO BOX 483
CONCORD NH 03302-0483

CANCELLATION See Attachment

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
Joseph M Amello

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The ACORD name and logo are registered marks of ACORD

STANTEC CONSULTING.; 1415077

17479954
NHDOT
7 HAZEN DRIVE, PO BOX 483
CONCORD, NH 03302-0483

Dear Valued Client:

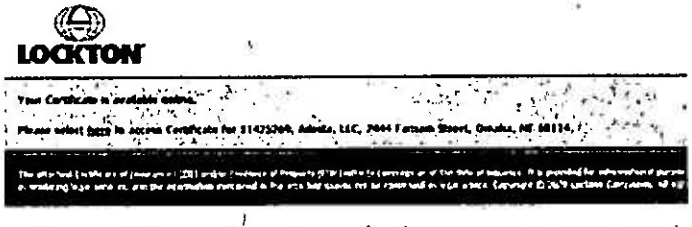
In our continuing effort to provide timely certificate delivery, Lockton Companies is utilizing paperless delivery of Certificates of Insurance. To ensure electronic delivery for future renewals of this certificate, we need your email address. Please contact us via the email below and reference Certificate ID: **17479954.** **You must reference this Certificate ID number in order for us to complete this process.**

- **Certificate ID: 17479954**
- **Email: kctsu@lockton.com**
- **Subject Line: TSU E-Delivery**

NOTES:
Signing up for this will **NOT** sign you up for any solicitation emails - your email will only be used to forward updated or renewal certificates direct from Lockton.

We are **not** able to send PDFs of certificates, your certificates will come via a secure link to our database (see below) with the following email "certificates@locktoncerts.com". This is how you know it is from Lockton directly. **Also** - please **do not** send any emails to "certificates@locktoncerts.com" as it is not an actual email address. If you do need a pdf of a certificate, please email kctsu@lockton.com to request one.

The link will look like this:



If you received this letter with a certificate via email, no further action on your part is necessary.

If you no longer need this certificate, please contact us at kctsu@lockton.com, reference the Holder ID number and use this subject line: "Certificate Removal"

Thank you for your cooperation.

Lockton Companies
Technical Services Unit

New Hampshire DOT
Department of Transportation

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

G+C # 46
Date 6/16/21

Victoria F. Sheehan
Commissioner

William Cass, P.E.
Assistant Commissioner

Bureau of Highway Design
April 15, 2021

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

REQUESTED ACTION

1. Authorize the Department of Transportation to amend Contract #4008480, with Stantec Consulting Services, Inc., Edmonton, Alberta, Canada and Bedford, NH, Vendor #174802, for Part B2 preliminary and final design of improvements to the Craftsman Lane/Boston Post Road and NH 101A from Boston Post Road to Continental Boulevard intersections in the Town of Merrimack, by increasing the total amount payable by $51,364.44, (from $461,469.18 to $512,833.62) for additional final design services that were more complex than anticipated in the original scope of work, effective upon Governor and Council approval. 100% Federal Funds.

Funding is available as follows for FY 2021 and is contingent upon the availability and continued appropriation of funds in FY 2022 and FY 2023, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified as follows:

04-96-96-963515-3054	FY 2021	FY 2022	FY 2023
Consolidated Federal Aid			
046-500463 Eng Consultants Non-Benefits	$6,364.44	$35,000.00	$10,000.00

2. Further, authorize to amend the contract's completion date from December 31, 2021 to December 31, 2022, effective upon Governor and Council approval.

EXPLANATION

On December 6, 2017, the Governor and Council authorized the subject engineering and environmental services Agreement (Item #10, copy of Resolution attached) in the amount of $461,469.18 to design improvements to Craftsman Lane/Boston Post Road and NH 101A from Boston Post Road to Continental Boulevard in Merrimack. The Part B2 services include preparing preliminary design, final design, contract plans, right-of-way plans, specifications, special provisions, and estimates of quantities and costs for the Merrimack 10136D construction project, which will construct intersection improvements at NH 101A and Continental Boulevard and at Craftsman Lane and Boston Post Road. The construction project is currently included in the State's Ten-Year Transportation Improvement Plan (Merrimack 10136D).

This amendment to the Agreement involves additional effort to provide revisions and new submissions for the intersection and traffic signal design, utility plans and Right-of-Way plans to support the utility relocation process, which has been more complex than anticipated.

Of the original $461,469.18 amount for this contract, there is a balance of approximately $75,100 remaining (100% Federal Funds). The increase requested herein is needed to work to support the utility relocation process. This project is 80% Federal Funds with 20% State match. Turnpike toll credit is being used for New Hampshire's match requirement, effectively using 100% Federal Funds.

Also included in this amendment is an extension of the contract's previously-amended completion date to allow the consultant sufficient time to complete the additional work. The first time extension amendment extended the original completion date of December 31, 2020 to December 31, 2021, and was approved by Governor and Council on November 18, 2020 (Item #5A; copy of Resolution attached).

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

It is respectfully requested that authority be given to amend this Agreement for consulting services as outlined above.

Sincerely,

Victoria F. Sheehan
Commissioner

Attachments

V2

New Hampshire DOT
Department of Transportation

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

Victoria F. Sheehan
Commissioner

William Cass, P.E.
Assistant Commissioner

Bureau of Highway Design
Room 200
Tel. (603) 271-2171
Fax (603) 271-7025

MILFORD-NASHUA 10136 (Part B2)
NHS-STP-F-X-T-0101(024)
Fee and Time Amendment
(Agreement Dated October 16, 2017,
Contract No. 4008480)

April 15, 2021

Mr. David McNamara, P.E.
Project Manager
Stantec Consulting Services, Inc.
288 South River Road, Building C
Bedford, NH 03110

Dear Mr. McNamara:

This letter amends Article I, and Article II in the above-referenced Agreement.

Article I, Section K (Date of Completion) in 1 is being amended to extend the date of completion. The original and amended dates are as follows:

Original Completion Date	December 31, 2020
Amended to	December 31, 2021
By this letter, amended to	December 31, 2022

Article II, Section A (General Fee) is being amended to increase the total amount payable under this Agreement by $51,364.44 as payment for additional services by Stantec Consulting, Inc. for additional effort associated with the Utility and Right-of-Way coordination for intersection improvements to two intersection in the Town of Merrimack, one at NH 101A and Continental Boulevard, and the other at Craftsman Lane and Boston Post Road.

The portion of Article II, Section A (General Fee) specifying the dates for the fee and manhour estimates is being amended to read as follows:

"The total amount to be paid under this AGREEMENT shall not exceed $512,833.62, the sum of the amounts shown in Article II, Section B (which amount is based on the CONSULTANT'S fee and manhour estimates of August 15, 2017, and March 17, 2021)..."

Furthermore, this fee increase revises the amounts in Article II, Section B (Summary of Fees) as follows:

- Increases the estimated amount of (a) actual CONSULTANT'S salaries, costs applicable to actual salaries, salary burden (direct and indirect) and administrative costs attributable to overhead by $42,604.04, from $387,179.00 to $429,783.04.
- Increases the amount of (b) fixed fee to cover profit and non-reimbursed costs by $4,260.40, from $38,717.90 to $42,978.30.
- Does not change the estimated amount of (c) reimbursement for direct, out-of-pocket expenses, which remains at $6,366.60.
- Increases the amount of (d) reimbursement for actual cost of subconsultant WSP USA by $4,500, from $29,205.68 to $33,705.68.

Also, the first sentence in paragraph 1 of Article II, Section C (Limitation of Costs) is being amended to read as follows:

"Costs incurred against this AGREEMENT shall not exceed $512,833.62, unless otherwise authorized."

The above additional work revises the total amount payable under this Agreement, which increases by $51,364.44, from $461,469.18 to $512,833.62 by this amendment.

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

Sincerely,

Jennifer E. Reczek, P.E.
Project Manager

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

We concur in the above Amendment.

STANTEC CONSULTING SERVICES, INC.

By: McNamara, David Digitally signed by McNamara, David Date: 2021.04.15 08:34:48 -04'00'

Title: Project Manager

JER/jer

s:\highway-design\(towns)\milford\10136\agreements\part b\b2 - merrimack\amend 5 - pps&e april 2021\stantec 03-29-21 let.docx

AGREEMENT AMENDMENT

MILFORD-NASHUA, NHS-STP-F-X-T-0101(024), 10136D (PART B2)

STANTEC CONSULTING SERVICES, INC.

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

Consultant

WITNESS TO THE CONSULTANT

By: Gerard Fortin Digitally signed by Gerard Fortin Date: 2021.04.15 08:51:49 -04'00'

Dated: _____

CONSULTANT

By: McNamara, David Digitally signed by McNamara, David Date: 2021.04.15 08:36:07 -04'00'

Project Manager (Title)

Dated: 4/15/21

Department of Transportation

WITNESS TO THE STATE OF NEW HAMPSHIRE

By: Phyllis C. Jouwelakas

Dated: April 20, 2021

THE STATE OF NEW HAMPSHIRE

By: _____

Director of Project Development
DOT COMMISSIONER

Dated: April 20, 2021

Attorney General

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

Dated: 5/25/21

By: Allyn B. Gerstein
Assistant Attorney General

Secretary of State

This is to certify that the GOVERNOR AND COUNCIL on JUN 16 2021 approved this amended AGREEMENT.

Dated: JUN 16 2021

Attest:

By: _____
Secretary of State

DEPUTY SECRETARY OF STATE

OFFICER'S CERTIFICATE
of
STANTEC CONSULTING SERVICES INC.
A **NEW YORK** CORPORATION

I, the undersigned, do hereby certify that:

1. I am the duly elected and acting **Secretary** of **Stantec Consulting Services Inc.**, a **New York** corporation (the "**Corporation**").

2. On **April 1, 2021**, the following resolution was adopted by the Corporation's Board of Directors:

BE IT RESOLVED THAT:

1. the Corporation hereby adopts the Signing Authority Policy, as modified or amended from time to time, of Stantec Inc.;

2. execution of any documents for and on behalf of the Corporation shall be governed by the Signing Authority Policy, as modified or amended from time to time, of Stantec Inc.;

3. the Secretary or any of the Corporate Counsels of the Corporation be authorized, empowered and directed from time to time as required to facilitate the execution of contracts or submission of proposals, to sign, and to seal with the Corporate Seal, Certificates of the foregoing action evidencing the authority delegated in the Signing Authority Policy, as amended from time to time, of Stantec Inc.

David McNamara is a **Principal** of the Corporation, and in that capacity is duly authorized to sign proposals and enter into agreements for professional services in accordance with the Corporation's Signing Authority Policy in connection with the following project:

Merrimack 10136D
New Hampshire Department of Transportation

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Corporation, this 15th day of April, 2021.

Christopher O. Heisler
Secretary

STANTEC CONSULTING SERVICES INC.
Corporate Seal

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that STANTEC CONSULTING SERVICES INC. is a New York Profit Corporation registered to transact business in New Hampshire on May 09, 2006. 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: 557168

Certificate Number: 0005342311

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 7th day of April A.D. 2021.

William M. Gardner
Secretary of State

ACORD

CERTIFICATE OF LIABILITY INSURANCE

5/1/2022

DATE (MM/DD/YYYY) 4/22/2021

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

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

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

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

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Berkshire Hathaway Specialty Insurance Company	22276
INSURER B: Travelers Property Casualty Co of America	25674
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
1415077 STANTEC CONSULTING SERVICES INC.
370 INTERLOCKEN BOULEVARD, SUITE 300
BROOMFIELD CO 80021-8012

COVERAGES CERTIFICATE NUMBER: 17479954 REVISION NUMBER: XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X CONTRACTUAL/CROSS X XCU COVERED GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	Y	N	47-GLO-307584	5/1/2021	5/1/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ 25,000 $ 2,000,000 $ 4,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	N	N	TC2J-CAP-8E086819 (AOS) TJ-BAP-8E086820 TC2J-CAP-8E087017 (NJ)	5/1/2021 5/1/2021 5/1/2021	5/1/2022 5/1/2022 5/1/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
A	X UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $	N	N	47-UMO-307585	5/1/2021	5/1/2022	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $ XXXXXXX
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	UB-3P635310 (AOS) UB-3P533004 (MA, WI) EXCEPT FOR OH ND WA WY	5/1/2021 5/1/2021	5/1/2022 5/1/2022	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: 195350481: MILFORD-NASHUA 10136D = NH101A AND CRAFTSMAN LANE RECONSTRUCTION DEVELOPMENT OF PSE DOCUMENTS FOR PROJECT BIDDING. STATE OF NEW HAMPSHIRE IS ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY, IF REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER
17479954
NHDOT
JOHN O. MORTON BUILDING
7 HAZEN DRIVE
PO BOX 483
CONCORD NH 03302-0483

CANCELLATION See Attachment

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
Joseph M. Agnello

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ACORD

CERTIFICATE OF LIABILITY INSURANCE

10/1/2021

DATE (MM/DD/YYYY) 9/11/2020

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

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

INSURER(S) AFFORDING COVERAGE	NAIC #
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INSURER B: AIG Specialty Insurance Company	26883
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED 1414100
STANTEC CONSULTING SERVICES INC.
370 INTERLOCKEN BLVD
SUITE 300
BROOMFIELD CO 80021-8012

COVERAGES CERTIFICATE NUMBER: 15002213 REVISION NUMBER: XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ XXXXXXX
							MED EXP (Any one person)	$ XXXXXXX
							PERSONAL & ADV INJURY	$ XXXXXXX
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ XXXXXXX
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$ XXXXXXX
	OTHER:							$
	AUTOMOBILE LIABILITY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident)	$ XXXXXXX
	ANY AUTO						BODILY INJURY (Per person)	$ XXXXXXX
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ XXXXXXX
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
	UMBRELLA LIAB / OCCUR			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$ XXXXXXX
	DED / RETENTION $							$ XXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			NOT APPLICABLE			PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N	N/A					E.L. EACH ACCIDENT	$ XXXXXXX
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ XXXXXXX
							E.L. DISEASE - POLICY LIMIT	$ XXXXXXX
A	Professional Liab	N	N	47-EPP-308810	10/1/2020	10/1/2021	$3,000,000 PER CLAIM/AGG	
A				NO RETROACTIVE DATE			INCLUSIVE OF COSTS	
B	Contractors Pollution Liab			CPO8085428	10/1/2019	10/1/2021	$3,000,000 PER LOSS/AGG	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required).
RE: 1953 – 582528 -10136 – MILFORD-NASHUA 10136 PART B2 – NH 101A AND CRAFTSMAN LANE RECONSTRUCTION DEVELOPMENT OF PSE DOCUMENTS FOR PROJECT BIDDING. A $75,000 DEDUCTIBLE APPLIES TO PROFESSIONAL LIABILITY.

CERTIFICATE HOLDER

15002213
NHDOT
JOHN O. MORTON BUILDING
7 HAZEN DRIVE, P.O. BOX 483
CONCORD NH 03302-0483

CANCELLATION See Attachment

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
Joseph M. Agnello

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5A

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

Victoria F. Sheehan
Commissioner

William Cass, P.E.
Assistant Commissioner

Bureau of Highway Design
September 21, 2020

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

REQUESTED ACTION

The Department of Transportation requests placing this item on the Consent Calendar.

Authorize the Department of Transportation to amend Contract #4008480, with Stantec Consulting Services, Inc., Edmonton, Alberta, Canada and Bedford, NH, Vendor #174802, for Part B2 preliminary and final design of improvements to the Craftsman Lane/Boston Post Road and NH 101A from Boston Post Road to Continental Boulevard intersections in the Town of Merrimack, by extending the completion date from December 31, 2020 to December 31, 2021, effective upon Governor and Council approval. The original Agreement was approved by Governor and Council on December 6, 2017, Item #10. Time extension only, no new funding.

EXPLANATION

On December 6, 2017, the Governor and Council authorized the subject engineering and environmental services Agreement (Item #10; copy of Resolution attached) in the amount of $461,469.18 to design improvements to Craftsman Lane/Boston Post Road and NH 101A from Boston Post Road to Continental Boulevard in Merrimack. The Part B2 services include preparing preliminary design, final design, contract plans, right-of-way plans, specifications, special provisions, and estimates of quantities and costs for the Merrimack 10136D construction project, which involves construction of a third eastbound through-lane to NH 101A between Boston Post Road and Continental Boulevard. It also includes intersection improvements at Craftsman Lane and Boston Post Road. The construction project is currently included in the State's Ten-Year Transportation Improvement Plan (Merrimack 10136D).

This project was delayed due to the Department's ongoing coordination with an abutter. This additional coordination required almost a year for the Department to work through and achieve a solution that was acceptable to both parties. This amendment to the Agreement is to extend the contract's original completion date to allow the Consultant and the Department time to complete the final design and continue with ongoing coordination with the Bureau of Right-of-Way and the Utilities Section of the Bureau of Highway Design. Of the original $461,469.18 amount for this contract, there is a balance of approximately $83,500 remaining (100% Federal funds).

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

It is respectfully requested that authority be given to amend this Agreement for consulting services as outlined above.

Sincerely,

Victoria F. Sheehan
Commissioner

Attachments

New Hampshire DOT
Department of Transportation

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

Victoria F. Sheehan
Commissioner

William Cass, P.E.
Assistant Commissioner

Bureau of Highway Design
Room 200
Tel. (603) 271-2171
Fax (603) 271-7025

MILFORD-NASHUA 10136 (Part B2)
NHS-STP-F-X-T-0101(024)
Time Extension Amendment
(Agreement Dated October 16, 2017,
Contract No. 4008480)

September 18, 2020

Mr. David McNamara, P.E.
Project Manager
Stantec Consulting Services, Inc.
288 South River Road, Building C
Bedford, NH 03110

Dear Mr. McNamara:

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

Original Completion Date	December 31, 2020
By this letter, amended to	December 31, 2021

This no-additional cost change order for the extension is as requested by your letter dated September 10, 2020.

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

Sincerely,

Jennifer E. Reczek, P.E.
Project Manager

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

We concur in the above Amendment.

STANTEC CONSULTING SERVICES, INC.

By: William R. Moore

Title: Senior Principal

JER/wjh

s:\highway-design\towns\milford\10136\agreements\part b\b2 - merrimack\time extension amendment sept 2020\stantec 09-18-20 tel.docx

AGREEMENT AMENDMENT

MILFORD-NASHUA, NHS-STP-F-X-T-0101(024), 10136D (PART B2)

STANTEC CONSULTING SERVICES, INC.

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

Consultant

WITNESS TO THE CONSULTANT

By: _____

David McNamara

Dated: 9/29/20

CONSULTANT

By: _____

Senior Principal (Title)

Dated: 9/29/20

Department of Transportation

WITNESS TO THE STATE OF NEW HAMPSHIRE

By: _____

Dated: October 5, 2020

THE STATE OF NEW HAMPSHIRE

By: _____

Director of Project Development

For DOT COMMISSIONER

Dated: October 5, 2020

Attorney General

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

Dated: 10/15/2020

By: _____

Assistant Attorney General

Secretary of State

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

Dated: _____

Attest:

By: _____

Secretary of State

OFFICER'S CERTIFICATE
of
STANTEC CONSULTING SERVICES INC.
A NEW YORK CORPORATION

I, the undersigned, do hereby certify that:

1. I am the duly elected and acting **Corporate Counsel** of **Stantec Consulting Services Inc.**, a **New York** corporation (the "**Corporation**").

2. On **April 1, 2020**, the following resolution was adopted by the Corporation's Board of Directors:

BE IT RESOLVED THAT:

1. the Corporation hereby adopts the Signing Authority Policy, as modified or amended from time to time, of Stantec Inc.

2. execution of any documents for and on behalf of the Corporation shall be governed by the Signing Authority Policy, as modified or amended from time to time, of Stantec Inc.;

3. the Secretary or any of the Corporate Counsels of the Corporation be authorized, empowered and directed from time to time as required to facilitate the execution of contracts or submission of proposals, to sign, and to seal with the Corporate Seal, Certificates of the foregoing action evidencing the authority delegated in the Signing Authority Policy, as amended from time to time, of Stantec Inc.

William Moore is a **Senior Principal** of the Corporation, and in that capacity is duly authorized to sign proposals and enter into agreements for professional services in accordance with the Corporation's Signing Authority Policy in connection with the following project:

Milford-Nashua 10136D Part B2 Time Extension Amendment
State of New Hampshire, Department of Transportation

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Corporation, this 29th day of September, 2020.

William J. Edwards
Corporate Counsel

STANTEC CONSULTING SERVICES INC.
Corporate Seal

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that STANTEC CONSULTING SERVICES INC. is a New York Profit Corporation registered to transact business in New Hampshire on May 09, 2006. 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: 557168

Certificate Number: 0004999373

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 2nd day of September A.D. 2020.

William M. Gardner

Secretary of State

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

5/1/2021

DATE (MM/DD/YYYY): 4/10/2020

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.

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

CONTACT NAME:
PHONE (A/C, No, Ext): FAX (A/C, No):
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INSURER A: Berkshire Hathaway Specialty Insurance Company	22276
INSURER B: Travelers Property Casualty Co of America	25674
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED 1415077: STANTEC CONSULTING SERVICES INC.
370 INTERLOCKEN BLVD
SUITE 300
BROOMFIELD CO 80021-8012

COVERAGES — CERTIFICATE NUMBER: 15002210 — REVISION NUMBER: XXXXXXX

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INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y	N	47-GLO-307584	5/1/2020	5/1/2021	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	X CONTRACTUAL/CROSS						MED EXP (Any one person)	$ 25,000
	X XCU COVERED						PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	POLICY X PROJECT X LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY	N	N	TC2J-CAP-8E086819 (AOS)	5/1/2020	5/1/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
B	X ANY AUTO			TJ-BAP-8E086820	5/1/2020	5/1/2021	BODILY INJURY (Per person)	$ XXXXXXX
B	OWNED AUTOS ONLY / SCHEDULED AUTOS			TC2J-CAP-8E087017 (NJ)	5/1/2020	5/1/2021	BODILY INJURY (Per accident)	$ XXXXXXX
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
A	X UMBRELLA LIAB / X OCCUR	N	N	47-UMO-307585	5/1/2020	5/1/2021	EACH OCCURRENCE	$ 5,000,000
	X EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED / RETENTION $							$ XXXXXXX
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		N	UB-3P635310 (AOS)	5/1/2020	5/1/2021	X PER STATUTE / OTHER	
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N/A		UB-3P533004 (MA, WI)	5/1/2020	5/1/2021	E.L. EACH ACCIDENT	$ 1,000,000
B	If yes, describe under DESCRIPTION OF OPERATIONS below			EXCEPT FOR OH ND WA WY			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)
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CERTIFICATE HOLDER

15002210
NHDOT
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7 HAZEN DRIVE, P.O. BOX 483
CONCORD NH 03302-0483

CANCELLATION — See Attachments

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AUTHORIZED REPRESENTATIVE: Jody M Amelle

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The ACORD name and logo are registered marks of ACORD

ACORD

CERTIFICATE OF LIABILITY INSURANCE

10/1/2021

DATE (MM/DD/YYYY): 9/11/2020

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BROOMFIELD CO 80021-8012

COVERAGES CERTIFICATE NUMBER: 15002213 REVISION NUMBER: XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ XXXXXXX
							MED EXP (Any one person)	$ XXXXXXX
							PERSONAL & ADV INJURY	$ XXXXXXX
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ XXXXXXX
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$ XXXXXXX
	OTHER:							$
	AUTOMOBILE LIABILITY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident)	$ XXXXXXX
	ANY AUTO						BODILY INJURY (Per person)	$ XXXXXXX
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$ XXXXXXX
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
	UMBRELLA LIAB / OCCUR			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$ XXXXXXX
	DED / RETENTION $							$ XXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			NOT APPLICABLE			PER STATUTE / OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N	N/A					E.L. EACH ACCIDENT	$ XXXXXXX
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ XXXXXXX
							E.L. DISEASE - POLICY LIMIT	$ XXXXXXX
A	Professional Liab	N	N	47-EPP-308810 NO RETROACTIVE DATE	10/1/2020	10/1/2021	$3,000,000 PER CLAIM/AGG INCLUSIVE OF COSTS	
B	Contractors Pollution Liab			CPO8085428	10/1/2019	10/1/2021	$3,000,000 PER LOSS/AGG	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: 1953 - 582528 -10136 – MILFORD-NASHUA 10136 PART B2 – NH 101A AND CRAFTSMAN LANE RECONSTRUCTION DEVELOPMENT OF PSE DOCUMENTS FOR PROJECT BIDDING. A $75,000 DEDUCTIBLE APPLIES TO PROFESSIONAL LIABILITY.

CERTIFICATE HOLDER

15002213
NHDOT
JOHN O. MORTON BUILDING
7 HAZEN DRIVE, P.O. BOX 483
CONCORD NH 03302-0483

CANCELLATION See Attachment

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

Joyce M. Arnell

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New Hampshire DOT
Department of Transportation

VICTORIA F. SHEEHAN
COMMISSIONER

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

G+C #10
Date 12-6-17

WILLIAM CASS, P.E.
ASSISTANT COMMISSIONER

Bureau of Highway Design
October 23, 2017

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

REQUESTED ACTION

Authorize the Department of Transportation to enter into an Agreement with the firm of Stantec Consulting Services, Inc., Edmonton, Alberta, Canada and Bedford, NH, Vendor #174802, for an amount not to exceed $461,469.18, for Part B2 preliminary and final design of improvements to the Craftsman Lane/Boston Post Road and NH 101A from Boston Post Road to Continental Boulevard intersections in the Town of Merrimack, effective upon Governor and Council approval, through December 31, 2020. 100% Federal Funds.

Funds to support this request are available in the following account in State FY 2018 and FY 2019, and are contingent upon the availability and continued appropriation of funds in FY 2020 and FY 2021, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified:

04-096-96-963515-3054	FY 2018	FY 2019	FY 2020	FY 2021
Consolidated Federal Aid				
046-500464 Gen Consultants Non-Benefit	$89,600.00	$153,600.00	$153,600.00	$64,669.18

EXPLANATION

The Department requires professional engineering design and environmental consultant services to perform the preliminary and final design (Part B2) for the Craftsman Lane/Boston Post Road and NH 101A from Boston Post Road to Continental Boulevard in Merrimack. These intersections are two of three intersections that were studied in Part A. The final design for the other intersection, NH101/NH101A in Amherst, is being performed under the previous Part B1 contract that was approved by Governor and Council on June 21, 2017 (Item #72, copy attached). This project is currently included in the State's Ten-Year Transportation Improvement Plan (Milford-Nashua 10136).

On January 19, 2011, the Governor and Council authorized the Part A Agreement (Item #108, copy attached) for studying improvements to three intersection locations along the NH 101A corridor identified as action items in the Milford to Nashua NH 101A Corridor Study. The intersections are Craftsman Lane/Boston Post Road and NH 101A from Boston Post Road to Continental Boulevard in Merrimack; and NH101/NH101A in Amherst. The intent of this project is to improve the operation and safety of the subject intersections. The incorporation of bicycle and pedestrian facilities will be reviewed for feasibility at each location. The study required analysis of the traffic and signalized intersection operations and evaluation of project controls along the heavily developed NH 101A corridor in order to determine appropriate geometry and lane use at the subject intersections. The Department reserved the right to either negotiate a scope and fee for the Part B final design services or terminate the contract.

Since the firm of Stantec Consulting Services, Inc. (formerly Fay, Spofford & Thorndike, LLC) satisfactorily completed the Part A (preliminary design) services for this project, and is currently performing Part B1 (final design for the NH101/NH101A intersection in Amherst), the Department proposes to continue with this firm to perform the Part B2 preliminary and final design for the Craftsman Lane/Boston Post Road and NH 101A from Boston Post Road to Continental Boulevard in Merrimack.

The Part B2 services include preparing preliminary design, final design, contract plans, right-of-way plans, specifications, special provisions, and estimates of quantities and costs for the Merrimack 10136D construction project, which involves construction of a third eastbound through-lane to NH 101A between Boston Post Road and Continental Boulevard. It also includes intersection improvements at Craftsman Lane and Boston Post Road.

Stantec Consulting Services, Inc. has agreed to furnish the professional engineering services for an amount not to exceed $461,469.18. 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 project funding is 80% Federal funds with 20% State match. Turnpike toll credit is being utilized for New Hampshire's match requirement, effectively using 100% federal funds.

This Agreement (Milford-Nashua 10136 Part B2) has been approved by the Attorney General as to form and execution. The Department has verified that the necessary funds are available. Copies of the fully-executed Agreement are on file at the Secretary of State's Office and the Department of Administrative Services, and subsequent to Governor and Council approval will be on file at the Department of Transportation.

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

Sincerely,

Victoria F. Sheehan

Victoria F. Sheehan
Commissioner

Attachments

V3

New Hampshire DOT
Department of Transportation

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

G+C #72
Date 6-21-17

VICTORIA F. SHEEHAN
COMMISSIONER

WILLIAM CASS, P.E.
ASSISTANT COMMISSIONER

Bureau of Highway Design
April 18, 2017

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

REQUESTED ACTION

Authorize the Department of Transportation to enter into an Agreement with the firm of Stantec Consulting Services, Inc., Edmonton, Alberta, Canada and Bedford, NH, Vendor #174802, for an amount not to exceed $108,715.64, for Part B1 final design of improvements to the NH101/NH101A intersection in the Town of Amherst, effective upon Governor and Council approval, through March 31, 2019. 100% Federal Funds.

Funds to support this request are available in the following account in State FY 2017, and are contingent upon the availability and continued appropriation of funds in FY 2018 and FY 2019, with the ability to adjust encumbrances between State Fiscal Years if needed and justified:

04-096-96-963515-3054 Consolidated Federal Aid	FY 2017	FY 2018	FY 2019
046-500464 Gen Consultants Non-Benefit	$5,000.00	$60,000.00	$43,715.64

EXPLANATION

The Department requires professional engineering design and environmental consultant services to perform the final design (Part B1) for the NH101/NH101A intersection in Amherst. This intersection is one of three intersections that were studied in Part A. The final design for the other two intersections, Craftsman Lane/Boston Post Road and NH 101A from Boston Post Road to Continental Boulevard in Merrimack, will be performed in the future Part B2 contract. This project is currently included in the State's Ten-Year Transportation Improvement Plan (Milford-Nashua 10136).

On January 19, 2011, the Governor and Council authorized the Part A Agreement (Item #108, copy attached) for studying improvements to three intersection locations along the NH 101A corridor identified as action items in the Milford to Nashua NH 101A Corridor Study. The intersections are Craftsman Lane/Boston Post Road and NH 101A from Boston Post Road to Continental Boulevard in Merrimack; and NH101/NH101A in Amherst. The intent of this project is to improve the operation and safety of the subject intersections. The incorporation of bicycle and pedestrian facilities will be reviewed for feasibility at each location. The study will require analysis of the traffic and signalized intersection operations and evaluation of project controls along the heavily developed NH 101A corridor in order to determine appropriate geometry and lane use at the subject intersections. The Department reserved the right to either negotiate a scope and fee for the Part B final design services or terminate the contract.

JOHN O. MORTON BUILDING • 7 HAZEN DRIVE • P.O. BOX 483 • CONCORD, NEW HAMPSHIRE 03302-0483
TELEPHONE: 603-271-3734 • FAX: 603-271-3914 • TDD: RELAY NH 1-800-735-2964 • INTERNET: WWW.NHDOT.COM

Since the firm of Stantec Consulting Services, Inc. (formerly Fay, Spofford & Thorndike, LLC) satisfactorily completed the Part A (preliminary design) services for this project, the Department proposes to continue with this firm to perform the Part B1 (final design) effort.

The Part B1 final design services include preparing final design, contract plans, specifications, special provisions, and estimates of quantities and costs for the Amherst 10136C construction project, which involves construction of a of a right-turn slip ramp and acceleration lane to increase the capacity of the right turn lane at the intersection of NH 101A and the NH 101 eastbound ramps. It will also make minor modifications to the left-turn ramp and existing closed drainage systems.

Stantec Consulting Services, Inc. has agreed to furnish the professional engineering services for an amount not to exceed $108,715.64. 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 project funding is 80% Federal funds with 20% State match. Turnpike toll credit is being utilized for New Hampshire's match requirement, effectively using 100% federal funds.

This Agreement (Milford-Nashua 10136 Part B1) has been approved by the Attorney General as to form and execution. The Department has verified that the necessary funds are available. Copies of the fully-executed Agreement are on file at the Secretary of State's Office and the Department of Administrative Services, and subsequent to Governor and Council approval will be on file at the Department of Transportation.

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

Sincerely,

Victoria F. Sheehan
Commissioner

Attachments

VI.

108

New Hampshire DOT Department of Transportation

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION
Bureau of Highway Design

GEORGE N. CAMPBELL, JR.
COMMISSIONER

JEFF BRILLHART, P.E.
ASSISTANT COMMISSIONER

December 21, 2010

His Excellency, Governor John H. Lynch
and the Honorable Council
State House
Concord, New Hampshire 03301

Requested Action

Authorize the Department of Transportation to enter into an Agreement with Fay, Spofford & Thorndike, LLC, Burlington, MA and Bedford, NH, Vendor #161284, for a not to exceed fee of $312,738.92, for consulting design services to study improvements at three intersection locations along NH 101A in Amherst and Merrimack, effective upon Governor and Council approval, through September 30, 2012. 100% Federal Funds.

Funding is available as follows:

		FY 2011
04-96-96-963015-3054	Consolidated Federal Aid	$312,738.92
046-500463	Consultants	

EXPLANATION

The Department requires professional engineering and environmental consulting services for studying improvements to three intersection locations along the NH 101A corridor identified as action items in the Milford to Nashua NH 101A Corridor Study. The intersections are Craftsman Lane/Boston Post Road and NH 101A from Boston Post Road to Continental Boulevard in Merrimack; and NH101/NH101A in Amherst. The intent of this project is to improve the operation and safety of the subject intersections. The incorporation of bicycle and pedestrian facilities will be reviewed for feasibility at each location. The study will require analysis of the traffic and signalized intersection operations and evaluation of project controls along the heavily developed NH 101A corridor in order to determine appropriate geometry and lane use at the subject intersections. This project is included in the State's Ten-Year Transportation Improvement Plan (Milford-Nashua 10136). This Part A contract is for the preparation of preliminary design engineering plans. The Department reserves the right to either negotiate a fee under this contract for the additional Part B final design services (subject to subsequent approval) or terminate the contract.

The consultant selection process employed by the Department for this qualifications-based contract is in accordance with RSAs 21-I:22, 21-I:22-c and 21-I:22-d, all applicable Federal laws and the Department's "Consultant Selection and Service Agreement Procedures" dated December 1999. The Department's Consultant Selection Committee is a standing committee that meets regularly to administer the process and make determinations. The Committee is comprised of the Assistant Director of Project Development (chair); the Chief Project Manager, the Administrators of the Bureaus of 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 consulting services for preliminary design for safety and capacity improvements at three intersections on and along NH 101A; two in Merrimack and one in Amherst. The assignment was listed as a "Possible Action Project" on the Department's website on August 14, 2009, asking for letters of interest from qualified firms. From the list of firms that submitted letters of interest, the Committee prepared a long and then short list of Consultants on September 24, 2009 for consideration and approval by the Assistant Commissioner. Upon receipt of that approval, three shortlisted firms were notified on November 13, 2009 through a technical "Request For Proposal" (RFP). Committee members individually rated the

firms' technical proposals on January 28, 2010 using a written ballot to score each firm/team 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 with the Department, and overall suitability for the assignment. 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 the Assistant Commissioner's approval, the short listed firms were notified of the results and the highest-ranking firm was asked to submit a fee proposal for negotiations.

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

Consultant Firm	*Office Location*
CHA, Inc.	Keene, NH
CLD Consulting Engineers, Inc.	Manchester, NH
Concord Engineering Group, P.A.	Windham, NH
DuBois & King, Inc.	Bedford, NH
Fay, Spofford & Thorndike, LLC	**Bedford, NH**
GM2 Associates, Inc.	Concord, NH
Greenman-Pedersen, Inc.	**Nashua, NH**
Holden Transportation Engineering	Bedford, NH
Hoyle, Tanner & Associates, Inc.	Manchester, NH
Jacobs Engineering Group, Inc.	**Manchester, NH**
Maguire Group Inc.	Portsmouth, NH
McFarland-Johnson, Inc.	Concord, NH
PB Americas, Inc.	Manchester, NH
Shaw Environmental & Infrastructure, Inc.	Salem, NH
TY Lin International	Concord, NH
Vanasse Hangen Brustlin, Inc.	Bedford, NH

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

Fay, Spofford & Thorndike, LLC has agreed to furnish the required Part A services for a not to exceed fee of $312,738.92. 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 project funding is 80% Federal funds with 20% State match. Turnpike toll credit is being utilized for New Hampshire's match requirement, effectively using 100% federal funds.

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

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

Sincerely,

George N. Campbell, Jr.
Commissioner

GNC/db
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ARCHITECT-ENGINEER QUALIFICATIONS

1. Solicitation Number (If any): N/A 1-22-09

PART II – GENERAL QUALIFICATIONS

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

2a. Firm (or Branch Office) Name: Fay, Spofford & Thorndike, LLC

3. Year Established: 1914

4. DUNS Number: 844945928

2b. Street: 288 South River Road

2c. City: Bedford | 2d. State: NH | 2e. Zip Code: 03110

5. Ownership
a. Type: Limited Liability Company
b. Small Business Status:

6a. Point of Contact Name and Title: Peter J. Howe, P.E., Senior Vice President

6b. Telephone Number: 603.669.2000

6c. E-Mail Address: PHowe@fstinc.com

7. Name of Firm (If block 2a is a branch office): Fay, Spofford & Thorndike, LLC

8a. Former Firm Name(s) (If any): Fay, Spofford & Thorndike (predecessor partnership)

8b. Yr. Established: 1914

8c. DUNS Number: 844945928

9. Employees By Discipline

a. Function Code	b. Discipline	c. No of Employees (1) Firm	(2) Branch
02	Administrative	25	1
08	CADD Technician	23	1
12	Civil Engineer	29	4
14	Computer Programmer	2	
15	Construction Inspector	10	
21	Electrical Engineer	10	
25	Fire Protection Engineer	3	
29	GIS Specialist	1	
30	Geologist	1	
32	Hydraulic Engineer	2	
34	Hydrologist	1	1
39	Landscape Architect	1	
42	Mechanical Engineer	4	
47	Planner: Urban/Regional	4	
48	Project Manager	55	
52	Sanitary Engineer	10	
54	Security Specialist	2	
57	Structural Engineer	30	2
60	Transportation Engineer	21	2

10. Profile of Firm's Experience and Annual Average Revenue for Last 5 Years

a. Profile Code	b. Experience	c. Revenue Index Number (see below)
B02	Bridges	777
C10	Commercial Buildings; Shopping Centers	1
C15	Construction Management	1
E02	Educational Facilities; Classrooms	1
G01	Garages; Vehicle Maintenance Facilities; Parking Decks	1
H01	Harbors; Jetties; Piers; Ship Terminal Facilities	1
H07	Highways; Streets; Airfield Paving; Parking Lots	4
I04	Intelligent Transportation Systems	1
P06	Planning (Site, Installation and Project)	1
R03	Railroad; Rapid Transit	1
R04	Recreation Facilities (Parks, Marinas, etc.)	1
S04	Sewage Collection, Treatment & Disposal	1
S09	Structural Design; Special Structures	1
S10	Surveying; Platting; Mapping; Floodplain Studies	1
S13	Storm Water Handling & Facilities	1
T03	Traffic & Transportation Engineering	1
U03	Utilities (Gas & Steam)	1

9. Employees By Discipline				10. Profile of Firm's Experience and Annual Average Revenue for Last 5 Years		
a. Function Code	b. Discipline	c. No. of Employees (1) Firm	(2) Branch	a. Profile Code	b. Experience	c. Revenue Index Number (see below)
62	Water Resources Engineers	8				
	Other Employees					
	Total	222	11			

11. Annual Average Professional Services Services Revenues of Firm for Last 3 Years (Insert revenue index number shown at right)	
a. Federal Work	1
b. Non-Federal Work	5
c. Total Work	5

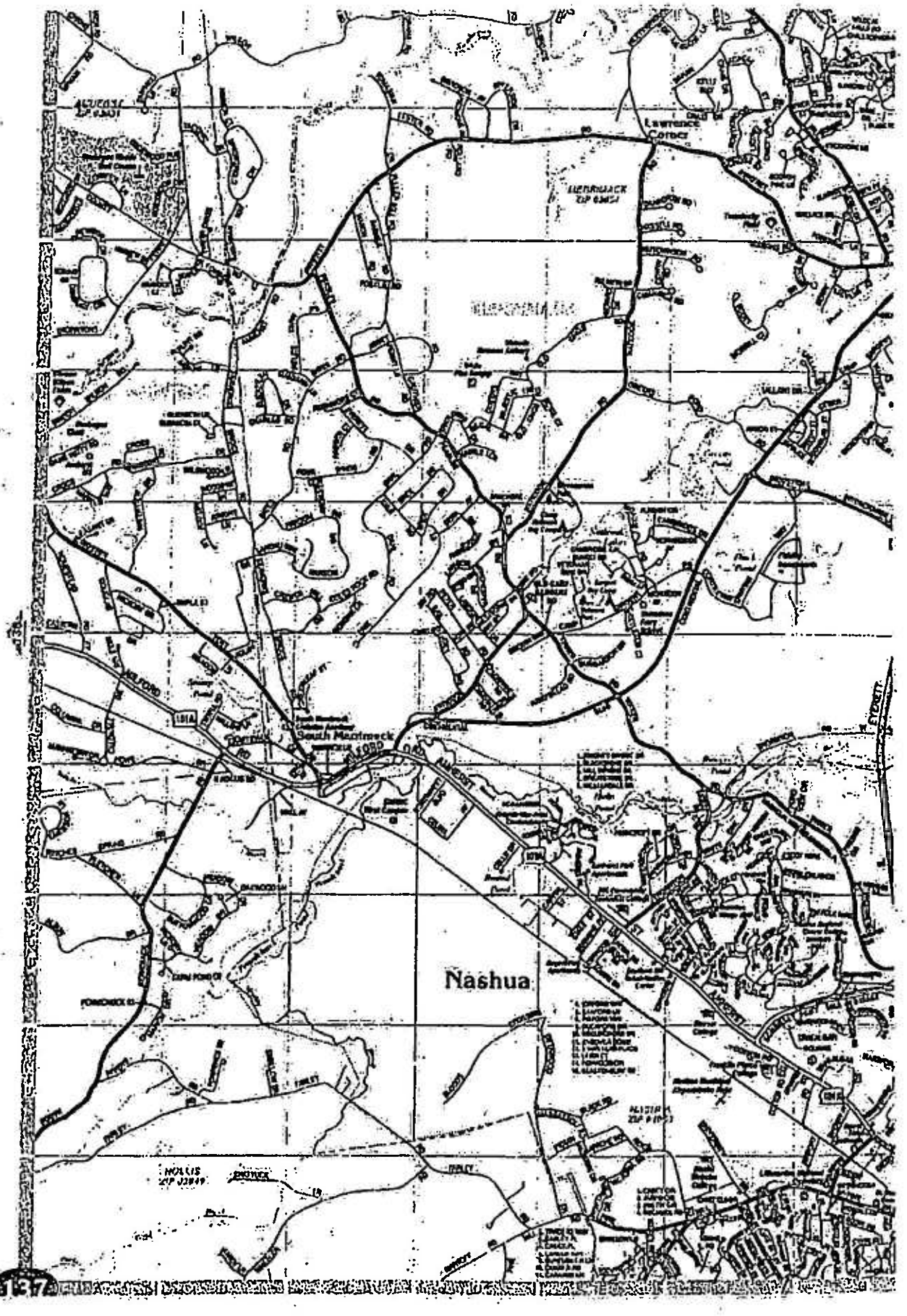
Professional Services Revenue Index Number

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

12. Authorized Representative
The foregoing is a statement of facts.

a. Signature	b. Date
Peter J. Howe	January 2, 2009

c. Name and Title
Peter J. Howe, P.E., Senior Vice President & Director


Lawrence Corner
South Merrimack
Nashua
HOLLIS

GOVERNOR AND COUNCIL RESOLUTION ROUTING/APPROVAL SLIP

AGREEMENT FOR CONSULTANT ENGINEERING SERVICES

FAY, SPOFFORD & THORNDIKE, LLC

Resolution MILFORD-NASHUA, NHS-STP-F-X-T-0101(024), 10136 (PART A)

for meeting of January 2011

Originating Bureau Highway Design

by Ronald J. Grandmaison, P.E. *Date* December 21, 2010

PROJECT MANAGER *Date* 12/21/2010

FINANCE & CONTRACTS

Date Received 12/21/10 *Date Forwarded* 12/21/10

Comments

Concurred *Date* 12/21/10

Concurred *Date* 12/21/10

Concurred *Date* 12.22.2010

DIRECTOR OF PROJECT DEVELOPMENT

Reviewed *Date* 12/27/10

ASSISTANT COMMISSIONER

Reviewed *Date* 12/28/10

For **COMMISSIONER'S SIGNATURE** 12/28/10

Administrative Assistant Received *Time*

Forwarded for Transmittal *Date*

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MILFORD-NASHUA
NHS-STP-F-X-T-0101(024)
10136
(PART B2)

TABLE OF CONTENTS

PREAMBLE

ARTICLE I - DESCRIPTION OF PROFESSIONAL SERVICES TO BE RENDERED 2
- A. LOCATION AND DESCRIPTION OF PROJECT 2
- B. SCOPE OF WORK (GENERAL) 2
- C. SCOPE OF WORK (GEOTECHNICAL) 3
- D. SCOPE OF WORK (ENVIRONMENTAL) 3
- E. SCOPE OF WORK (FINAL DESIGN) 4
- F. SCOPE OF WORK (UTILITIES) 9
- G. MATERIAL FURNISHED BY THE DEPARTMENT OF TRANSPORTATION 9
- H. WORK SCHEDULE AND PROGRESS REPORTS 11
- I. SUBMISSION OF REPORTS, PLANS AND DOCUMENTS 12
  - ROADWAY DESIGN SUBMISSIONS 13
    - a. Pre-Preliminary Plans - Roadway 13
    - b. Preliminary Plans - Roadway 13
    - c. Slope and Drainage Plans - Roadway 14
    - d. Utility Plans 15
    - e. Preliminary PS&E - Roadway 16
    - f. PS&E - Roadway 17
    - g. Contract Plans and Consultant Documents 17
- J. SCOPE OF WORK (CONSTRUCTION SUPPORT SERVICES) 19
- K. DATE OF COMPLETION 20

ARTICLE II - COST PLUS FIXED FEE COMPENSATION OF CONSULTANT 21
- A. GENERAL FEE 21
- B. SUMMARY OF FEES 23
- C. LIMITATION OF COSTS 23
- D. PAYMENTS 24

ARTICLE III - GENERAL PROVISIONS 25
- A. HEARINGS, ETC. 25
- B. CONTRACT PROPOSALS 25

ARTICLE IV - STANDARD PROVISIONS 26
- A. STANDARD SPECIFICATIONS 26
- B. REVIEW BY STATE AND FEDERAL HIGHWAY ADMINISTRATION - CONFERENCES - INSPECTIONS 26
- C. EXTENT OF CONTRACT 26
  - 1. Contingent Nature of Agreement 26
  - 2. Termination 26
- D. REVISIONS TO REPORTS, PLANS OR DOCUMENTS 27
- E. ADDITIONAL SERVICES 28
- F. OWNERSHIP OF PLANS 28
- G. SUBLETTING 29
- H. GENERAL COMPLIANCE WITH LAWS, ETC. 29

I. BROKERAGE 29
J. CONTRACTUAL RELATIONS 30
1. Independent Contractor 30
2. Claims and Indemnification 30
3. Insurance 30
4. No Third-Party Rights 31
5. Construction of Agreement 31
K. AGREEMENT MODIFICATION 31
L. EXTENSION OF COMPLETION DATE(S) 31
M. TITLE VI (NONDISCRIMINATION OF FEDERALLY-ASSISTED PROGRAMS) COMPLIANCE 32
N. DISADVANTAGED BUSINESS ENTERPRISE POLICY AGREEMENT REQUIREMENTS 33
1. Policy 33
2. Disadvantaged Business Enterprise (DBE) Obligation 34
3. Sanctions for Non-Compliance 34
O. DOCUMENTATION 34
P. CLEAN AIR AND WATER ACTS 34

ATTACHMENTS

A. **SCOPE OF WORK FOR PART B2 FINAL DESIGN** Prepared by Stantec Consulting Services, Inc. dated August 15, 2017

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

MILFORD-NASHUA
NHS-STP-F-X-T-0101(024)
10136
(PART B2)

AGREEMENT
FOR PROFESSIONAL SERVICES

PREAMBLE

THIS AGREEMENT made this 16 day of Oct. in the year 2017 by and between the STATE OF NEW HAMPSHIRE, hereinafter referred to as the STATE, acting by and through its COMMISSIONER OF THE DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the COMMISSIONER, acting under Chapter 228 of the Revised Statutes Annotated, and Stantec Consulting Services, Inc., with principal place of business at 200, 10160-112 Street, in the City of Edmonton, Province of Alberta, Canada, and New Hampshire local office at 288 South River Road, Building C, in the Town of Bedford, State of New Hampshire, hereinafter referred to as the CONSULTANT, witnesses that:

The Department of Transportation, State of New Hampshire, hereinafter referred to as the DEPARTMENT, proposes to improve the Craftsman Lane/Boston Post Road and NH 101A from Boston Post Road to Continental Boulevard intersections in the Town of Merrimack.

The DEPARTMENT intends to have prepared for said project preliminary design, final design, contract plans, right-of-way plans, specifications, special provisions, and estimates of quantities and costs. These services are outlined in the CONSULTANT'S Scope of Work dated August 15, 2017 (Attachment A) and fee proposal dated August 15, 2017, which are hereby adopted by reference and considered to be part of this AGREEMENT.

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

ARTICLE I - DESCRIPTION OF PROFESSIONAL SERVICES TO BE RENDERED

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

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

The preliminary design Part "A" phase of this project consisted of the study of three intersections: Craftsman Lane/Boston Post Road and NH 101A from Boston Post Road to Continental Boulevard in Merrimack, and NH101/NH101A in Amherst. This final design Part "B2" AGREEMENT is for the completion of preliminary design, including Public Hearing and final design of the Craftsman Lane/Boston Post Road and NH 101A from Boston Post Road to Continental Boulevard intersections in Merrimack only. This Part "B2" project was identified for improvement by the NH Route 101A Corridor Master Plan and Improvement Plan dated December 2002. This project (Merrimack 10136D construction project) involves construction of a third eastbound through-lane to NH 101A between Boston Post Road and Continental Boulevard. It also includes intersection improvements at Craftsman Lane and Boston Post Road. This project is shown in the 2017-2026 Ten-Year Plan for construction in FY 2020.

B. SCOPE OF WORK (GENERAL)

The scope of the work involves the completion of preliminary design and the Environmental Document, assistance with conducting a Public Hearing, final design and preparation of contract plans, specifications, and estimates for the layout described above.

The CONSULTANT shall be responsible for the development of signal and signal coordination design and plans for the opening-year, peak-hour volumes, including, but not limited to, the method and means for the interconnects between concurrent signals along NH Route 101A, as appropriate.

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; treatments to minimize environmental impacts, highway signage, lighting, pavement markings, and highway and wetland landscaping.

Coordination may be required between the DEPARTMENT and the Town of Merrimack and the City of Nashua. 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 and preparation of illustrative plans and exhibits for the meetings, as directed by the DEPARTMENT.

Ground survey detail provided by the DEPARTMENT will be used to develop the required final design and contract plans.

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 with all applicable attachments for impacts within the State of New Hampshire.

The CONSULTANT will complete the NEPA process and finalize the Categorical Exclusion document. The CONSULTANT will assist the DEPARTMENT with the Public Hearing, including the preparation of colored plans. The preliminary horizontal and vertical alignments previously developed will be used as a basis for developing the final horizontal and vertical alignments in preparation of the final plans.

C. SCOPE OF WORK (GEOTECHNICAL)

A geotechnical program to supplement the information obtained under Part A shall be provided by the DEPARTMENT. The program will include pavement recommendations and geotechnical information as required.

In support of the DEPARTMENT's geotechnical program, the CONSULTANT shall provide a subsurface exploration plan for siting the subsurface explorations by providing the station(s), offset(s) and associated GPS coordinate(s) for proposed or actual subsurface exploration locations for highway design elements to include, but not limited to, water quality BMP's and overhead sign structure footings. No geotechnical work by the CONSULTANT is anticipated.

D. SCOPE OF WORK (ENVIRONMENTAL)

The CONSULTANT shall be responsible for the following:

1. The CONSULTANT shall provide updated wetland delineations.
2. Prepare and submit a NHDES Standard Dredge and Fill Permit if required. 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).
3. Prepare and submit a NHDES Shoreland Permit if required. The CONSULTANT shall be responsible for plans and computations for impacted areas. The CONSULTANT shall be

responsible to complete the permit applications and provide all supporting documentation (e.g. photographs).

4. Incorporate invasive species information provided by the DEPARTMENT into the plan submissions. Information provided will include quantity, estimate and summary of the invasive species removal items.
5. Minimizing impacts to wetland areas to the greatest extent practicable during the final design.
6. The development of the Temporary Erosion Control and Stormwater Pollution Prevention Plan (SWPPP) (a permitting requirement during construction of the project) shall not be the responsibility of the CONSULTANT. However, recommended controls shall be addressed during the final design to the extent that appropriate items, quantities, and an appropriate layout are developed for bidding purposes.
7. The design of the permanent erosion and sedimentation control and water-quality features. Permanent erosion and sedimentation control and water-quality features shall be shown at the Slope and Drain Plan - Roadway submission with design backup calculations complete. Conceptual erosion and sedimentation control and water quality plans shall be part of the Slope and Drain Plans - Roadway submission. The CONSULTANT shall furnish pre and post-development design calculations with Q2, Q10, Q25, and Q50 flows, and water quality volumes, as appropriate. Site locations for BMPs, estimated areas, and design elevations shall be proposed in sufficient detail to complete geotechnical investigations of each site.
8. The CONSULTANT shall also be responsible for the development of erosion control plans substantially conforming to (NHDES) PART Env-Wt 501.02 to include existing and finished grade contours at 2-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 information will also be included in the project Proposal for the Contractors' use during the bidding period.

The CONSULTANT'S plans shall include all commitments made in the environmental documents, to the extent practicable.

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

The scope of work proposed by this AGREEMENT includes:

1. The development of base plans drafted by the CONSULTANT using ground survey provided by the DEPARTMENT. The CONSULTANT shall develop plans at a scale of 1"= 20', unless otherwise noted. The CONSULTANT shall be responsible for the incorporation of

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

2. The CONSULTANT shall complete a boundary survey of NH Route 101A, Boston Post Road and Craftsman Lane, and intersecting municipal or State roads to a minimum distance of 500 ft beyond the anticipated limits of the proposed improvements and be completed in accordance with the minimum standards for an Urban Boundary Survey as detailed in the New Hampshire Code of Administrative Rules (Part Lan 503, Technical Standards), including but not limited to complete field survey locating all appropriate monumentation and development of Right of Way (ROW) alignments. The CONSULTANT, in conjunction with a certified NH Licensed Land Surveyor, shall prepare a right of way plan showing ROW alignments where existent, and metes and bounds with station and offset information for the existing roadway corridors. The CONSULTANT will develop the existing Boundary and controls through the following process:

   a) ROW Facilitation Meeting: An initial meeting with the DEPARTMENT for project overview, review of historic ROW information and turnover of DEPARTMENT project data and ROW;

   b) Records Research: The CONSULTANT shall research the town and city roads and property records, State highway and relevant archive records, court, registry and probate records, abutters' deeds and property plans within the project limits, and other research as needed to define the existing ROW limits;

   c) Boundary Survey: The Consultant shall complete the boundary survey as outlined:

      1. Field recovery of Right-of-Way and abutting boundary monuments.
      2. Establish geodetic control network on NH State Plane Coordinate System.
      3. Perform boundary survey of existing Right-of-Way.
      4. Process survey control data using least squares adjustment at 95% confidence level.
      5. Process side shot data on adjusted controls and verify.
      6. Develop Right-of-Way alignments and establish Right-of-Way limits based on survey and boundary control standards of practice and the current NHLSA Ethics and Standards.

   d). Existing ROW Plan Review: The CONSULTANT shall submit a preliminary ROW plans for DEPARTMENT review and attend a ROW facilitation meeting to discuss ROW Plan review comments;

   e) Development of Final Existing ROW Plan; The CONSULTANT shall address the comments from DEPARTMENT Preliminary Plan review through a written explanation

on how review items were addressed prior to recording existing ROW plan with the County Registry. The CONSULTANT shall provide the DEPARTMENT with the Exiting ROW Plans in DWG/DGN file format and PDF plan file. The CONSULTANT shall provide the DEPARTMENT with a plan showing the existing boundary monumentation and survey traverse in DWG/DGN file format and the geodetic control data in ASCII file format. The CONSULTANT shall be responsible to record the base plan.

3. The refinement of the alignment, grades and intersections of the proposed roadway(s) as shown on the preliminary conceptual designs prepared by the CONSULTANT under Part "A".

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, the Federal Highway Administration 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), guardrail, and drainage facilities (including Best Management Practices for permanent erosion- and sedimentation-control and water-quality features), temporary and permanent traffic signals (including phasing, conduit, signal coordination, foundations, and other signalization issues), landscaping plans and appurtenances in accordance with the policy and procedures of the DEPARTMENT and the provisions of this AGREEMENT.

5. The design and development of all permanent guide, warning and regulatory signing into the contract plans, including the sign text sheets and quantity summary sheets. Contract signing shall include site reviews and documentation of the existing signs (to be provided to the DEPARTMENT), including photographs. 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. The sign text layout details shall be formatted and submitted in a manner acceptable to the DEPARTMENT. All signing on the plans shall be closely coordinated with the location of guardrail installations, slopes, utility locations (including street lights and underground utilities) and drainage-system locations to avoid conflicts and to determine which support system will be required to install the signs. The CONSULTANT will be responsible to identify all conflicts and to make necessary adjustments to highway signing.

6. The DEPARTMENT shall provide the sign text layout, sign structure dimensions and estimated foundation sizes for overhead sign structures. This information, including estimated quantities, shall be incorporated into the contract plans by the CONSULTANT. The CONSULTANT will be responsible for the design of all necessary overhead sign structure foundations during the construction phase.
7. The incorporation into the contract plans (including the quantity summary sheets) of all temporary guide and regulatory signs, permanent construction signing, and temporary pavement markings required for use with detours or construction staging. These signs and locations, including identifying the location of overhead sign structures, shall be shown on the Traffic Control Plans.
8. 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.
9. The CONSULTANT will provide signal coordination designs for the opening year, peak-hour(s) volumes, as well as, developing plans and specification showing the method and means of interconnect between adjacent signals, as appropriate.

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 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 layout and property layout in the appropriate CAD/D format. The CONSULTANT shall incorporate the abstracting information into the base plans.

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

ARTICLE I

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 and Bridge 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.

Visits to the site shall be made during the design to detect changed field conditions, assess drainage features and, if required, additional surveys will be performed by the DEPARTMENT upon request. The DEPARTMENT will process additional survey requests to the extent necessary to ensure continuity between new and current detail model files. The 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 and include appropriate supporting calculations and materials (i.e. plan areas). The PS&E submission and contract plans shall have had complete final and "three-way" checking.

The CONSULTANT shall confirm 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.

ARTICLE I

The specific scope of work for this AGREEMENT shall be as described in Attachment A, *Part "B2": Preliminary and Final Design Services Scope of Work*, dated August 15, 2017, prepared by the CONSULTANT and accepted by the DEPARTMENT.

F. SCOPE OF WORK (UTILITIES)

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

G. MATERIAL FURNISHED BY THE DEPARTMENT OF TRANSPORTATION

The DEPARTMENT will furnish the following data to the CONSULTANT:

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

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

   c. Any additional surveys of adjacent parcels, mitigation sites, wetland boundaries or other pertinent items deemed necessary and processed by the DEPARTMENT. Incorporation of this information into the ground-terrain model and plans shall be the responsibility of the CONSULTANT.

   d. 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.

e. 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.

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 the 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.F.1.a. thru f. above, both existing and proposed, when available, for verification by the CONSULTANT.

2. Prints of the following information:

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

3. 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. Right-of-way data, property lines and parcel owners. The information provided by the DEPARTMENT shall be verified and confirmed by the CONSULTANT prior to the development of right-or-way registry plans.

5. Proposal for bidding and Standard Specifications for Road and Bridge Construction, Standard Plans for Road and Bridge Construction, plus supplemental specifications and special provisions that the DEPARTMENT currently has.

6. Geotechnical investigations and recommendations.

7. 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 the utilities' design.

8. 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.
9. Conceptual design and layout of ITS features, if deemed necessary. The CONSULTANT shall be responsible for incorporating the design, layout, details and estimates into the project documents and for recommending adjustments required to avoid conflicts.
10. Also, the DEPARTMENT will furnish a list of construction signs and warning devices and pavement markings reflecting the general construction. The CONSULTANT shall be responsible for the incorporation of these signs into the contract plan(s) (including the quantity summary sheets).
11. The DEPARTMENT shall provide the sign text layout, sign structure dimensions and estimated foundation sizes for overhead sign structures. The DEPARTMENT will be responsible for the design of all necessary overhead sign structure foundations during the construction phase.
12. 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.

H. WORK SCHEDULE AND PROGRESS REPORTS

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

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

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

ARTICLE I

I. 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 and cross-section sheets shall be submitted on quality paper prints. Construction and right-of-way plans shall be submitted on 22 in. x 34 in. sheets.

In addition to the final plans being furnished as noted herein, the CONSULTANT shall provide electronic file copies of all highway 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. 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) and other documents, as requested, shall be submitted in both electronic format (Microsoft Word-compatible) and hard copy. The CONSULTANT shall also be prepared to submit separate electronic files of all alignments, bound locations and other project features, as requested, in a format acceptable to the DEPARTMENT, throughout the design contract, in conformance with the DEPARTMENT'S CAD/D Procedures and Requirements. The CONSULTANT shall also provide a hard copy of all proposed alignments (25-foot minimum station interval and curve control points) with associated State plane coordinates (x, y, z).

ARTICLE I

1. Roadway Design Submissions

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

a. Pre-Preliminary Plans – Roadway – Not required

b. Preliminary Plans – Roadway

This submission will be based on the CONSULTANTS Preliminary Design work performed under Part "A". It will include a review of the proposed design criteria, predicted traffic, preliminary soil data, expected Best Management Practices for erosion- and sedimentation-control and water-quality issues, conceptual traffic control and topography of the project area. The CONSULTANT shall prepare and submit to the DEPARTMENT four 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, including local roads.

2) Preliminary level-of-service calculations and coordination analysis shall be performed at intersections. All roadway cross-sections (50-foot intervals, except at 25-foot intervals in ledge areas) and drive cross-sections which shall be plotted with the top line of the template of the proposed roadway cross-sections shown.

3) Proposed intersection plans, including proposed lane use, with traffic assignments and circulation plans, pavement layouts and major control elements.

4) Proposed treatment of local roadways affected by the project, along with significant construction appurtenances and other design features.

5) Conceptual Best Management Practices for erosion and sedimentation control and water-quality issues shall be shown with approximated flows. A narrative will be required to explain the concept for approval.

6) Preliminary typical sections with top-line template.

7) Proposed right-of-way layout with bounds.

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

1) Traffic Control Plan and construction phasing.

2) Erosion- and sedimentation-control measures (permanent and temporary).

3) Water-quality treatment.

4) Wetland impacts.

5) Earthwork balances and availability.

6) Potential closed drainage and underdrain outlets, and cover over drainage structures.

7) Right-of-way involvement.
8) Potential conflicts with major utilities.
9) Proposed present and future signal interconnect and coordination.
10) Separate construction contracts.

Estimates for this submission shall be reasonably itemized to cover roadways, structures, drainage and other construction items.

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. 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.

c. Slope and Drainage Plans - Roadway

The Slope and Drainage Plans submission shall consist of four sets of plans showing:

- The recommended horizontal and vertical alignment of all necessary roadway construction.
- All roadway cross sections at 50-foot intervals (except 25-foot intervals in ledge areas). The CONSULTANT shall recognize that if geotechnical information is not available at this time, then the cross sections may need to be re-cut and reordered for subsequent submissions when soils/ledge information is available.

Additionally, the submission shall include slope lines, drainage-system details and drainage features, and proposed right-of-way lines, including drainage, slope and/or construction easements. The plans shall include typical sections, plan views, profiles, guardrail locations, and cross-sections with complete template plotted and appropriate references on the plans relative to drainage design to assist with the review of the drainage design and the backup drainage calculations. The submission shall be supplemented with a list of utility conflicts that could not be avoided during the design. Complete Best Management Practices for permanent erosion and sedimentation control features and water-quality appurtenances shall be shown accompanied by backup calculations. The backup calculations shall also include a narrative, mapping and computations addressing pre-construction and post-construction (and post-development, if applicable) drainage conditions and applicable drainage-control features. Two bound drainage-computation books shall be submitted with all backup drainage calculations illustrated and referenced to each drainage appurtenance shown based on the drainage design.

At this time, a field inspection shall be held with the DEPARTMENT and indicated design changes or corrections shall be made and incorporated into the plans for the 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 showing temporary slopes, lane uses and widths, overhead-sign structures, temporary traffic signals, temporary guardrail and barrier locations, temporary drainage, temporary easements, profiles, temporary drives, detour cross-sections and superelevations, etc. with backup calculations. Construction phasing shall be shown with narratives for each phase.

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

Following incorporation of the DEPARTMENT'S comments on the Slope and Drainage Submission, the CONSULTANT shall submit Wetland Impact plans (and Erosion Control Plans) showing permanent and temporary impacts for each wetland for each phased construction contract for inclusion with the wetland permit applications. These areas shall be hatched according to the DEPARTMENT'S standards. Accompanying these plans, the CONSULTANT shall provide a tabulated impact summary showing wetland identification numbers, areas of fill or dredged volumes in the temporary and permanent conditions for each construction contract and the final build-out for this project.

d. Utility Plans

Following submission and review of the Slope and Drainage submission, the CONSULTANT shall incorporate DEPARTMENT comments into the design layout and assemble the plans into a cut-sheet format. The CONSULTANT shall then furnish 3 sets of cut-sheet plans (paper prints) of front sheet, plans, profiles and 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, sign structures, traffic signals, slope limits, guardrail, final template plotted on cross-sections, detours and detour cross-sections, traffic-control issues with construction phasing, underdrain, drive locations, sidewalks, clearing-and-grubbing limits, fencing requirements, building demolition and lighting and signal conduit. Also, the plans shall reflect all existing detail, existing drainage and existing utilities. The intent is to have incorporated all comments from the preliminary right-of-way submission and the Slope and Drainage submission along with design work that has progressed. All final-design notes may not be necessary, but the scope of construction shall be evident to the reviewing utilities. This plan set will not be reviewed and comments will not be given to the CONSULTANT for this submission by the DEPARTMENT. Copies of this plan set shall be forwarded to the Design Services Section to finalize the utility relocations, as required. The plans shall show the status of the design prior to preparation of the Preliminary PS&E submission.

e. Preliminary PS&E – Roadway

The Preliminary PS&E submission shall consist of four 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, all plan sheets, profile sheets, curb- and pavement-marking layout plans, traffic signal plans, complete traffic control plans, cross-section sheets and necessary detail sheets. Also, landscaping, seeding and grading plans shall be included, if required. Quantity Summary sheets shall be submitted. All item summary boxes for drainage, clearing-and-grubbing, earthwork, surfacing and select materials, curbing, guardrail, sidewalks, traffic signs, construction signs and warning devices, pavement markings, conduit and pull boxes, 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 for each construction contract. An electronic copy of the spreadsheet shall be submitted for each

estimate in a format furnished by the DEPARTMENT. Roadway items shall be kept separate from bridge items. Two bound copies of the quantity calculations shall be furnished with the estimate. The plans shall reflect all comments from the Slope and Drainage Plans submission and issues that appear during final design. One bound copy of the drainage computations book (as revised, based on Slope and Drainage comments) including temporary drainage computations for each contract shall be submitted with the Preliminary PS&E submission.

f. PS&E - Roadway

Upon approval in writing by the DEPARTMENT of the Preliminary PS&E submission, the CONSULTANT shall proceed to prepare and submit to the DEPARTMENT for approval the PS&E submission. The PS&E submission shall consist of four complete sets of paper prints of the construction plans, a bound copy of the quantities book, 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.

g. Contract Plans 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 PS&E review. The CONSULTANT shall be prepared to incorporate all comments, furnish drafting services for omissions found and generally assist the DEPARTMENT in finalizing the contract plans. If changes are requested to be made to the CONSULTANT'S plans by the DEPARTMENT, the CONSULTANT shall be prepared to update the corresponding electronic files and submit them to the DEPARTMENT. Final acceptance of the contract plans will be made in writing. The final contract plans submitted shall include four sets of paper prints. Also, all CONSULTANT backup documents shall be resubmitted to reflect the final PS&E 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) Plan and profile sheets.

(5) Detail sheets and/or special sheets required (including, but not limited to, standard symbols, sign text layout sheets, drainage notes, ITS sheets, BMP details).

(6) Cross-section sheets.

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

3. Bridge Design Submissions – Not required

4. Right-of-Way Submissions

a. Right-of-Way Layout Plans (Preliminary and Final)

The Consultant shall develop a separate set of plans for plans for the purpose of recording the required right-of-way for the project. The registry recordation plans shall be developed in two stages, consisting of Preliminary and Final submissions, based on the guidance of RSA 478:1-a and DEPARTMENT procedures.

Right-of-way plans shall be in English units. Where the proposed right-of-way lines have been firmly established, acquisition calculations shall be performed. Acquisition and easement calculations may be submitted in handwritten format. The purpose of the preliminary submission is to show anticipated areas of acquisition and easements, as well as the correct format of the registry plans.

The preliminary right-of-way submission (three sets of paper prints) shall be submitted concurrently with, or shortly after, the CONSULTANT'S submission of the contract specific Slope and Drainage plans. The preliminary right-of-way layout plans shall include all plan sheets as outlined in the Right-of-Way Layout Plan Checklist (Draft), date March 5, 2016. Acquisition and easement areas shall be calculated and summary boxes filled in. Handwritten format is acceptable.

The final right-of-way layout plans shall be submitted after the CONSULTANT has received and incorporated the DEPARTMENT'S Slope and Drainage, and preliminary right-of-way layout plan comments. The CONSULTANT shall be prepared to make corrections and/or revisions as required based on the DEPARTMENT'S negotiations with property owners. The final mylars of the registry plans shall be submitted with the paper prints of the Contract Plans submission.

In the event that the DEPARTMENT needs to acquire a particular parcel in advance of completing the right-of-way plan process, the CONSULTANT shall be prepared to submit a working (progress) print(s) containing the parcel(s) in question showing the impacts, easements, etc., with summary boxes illustrating impacts to the parcel(s). Upon completion

of the negotiation process, the CONSULTANT shall revise the ROW plans to allow for recordation at the registries.

The CONSULTANT'S Licensed Land Surveyor stamp for the State of New Hampshire shall appear on the registry plans that will be submitted to the DEPARTMENT. Stamps shall be those of the land surveyor who prepared them or under whose direct supervisory control they were prepared.

J. 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 and beyond the hours included in the original contract, will be viewed as additional services, subject to an adjustment in the fee.

2. Shop Drawings

The CONSULTANT shall:

a. Review, check and approve all working drawings prepared by others including the construction contractors or their subcontractors subject to the provisions of Section 105. Only that work designed by the DEPARTMENT will be excluded from this requirement.

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

3. Signal Coordination

The CONSULTANT shall be available to assist with inspecting traffic signal equipment, the timing and phase settings, and monitor the operation of the coordination system.

K. **DATE OF COMPLETION**

In accordance with the Governor and Council Resolution authorizing this AGREEMENT, the date of completion for the Part B2 professional design services rendered under this AGREEMENT is December 31, 2020.

ARTICLE II - COST PLUS FIXED FEE COMPENSATION OF CONSULTANT

A. GENERAL FEE

In consideration of the terms and obligations of this AGREEMENT, the STATE, through the DEPARTMENT, hereby agrees to pay and the CONSULTANT agrees to accept as full compensation for all services rendered to the satisfaction of the DEPARTMENT under this AGREEMENT (except as otherwise herein provided) an amount equal to the sum of the following costs:

1. Actual salaries* approved by the DEPARTMENT paid 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.. A list of those personnel working on the project with their classifications and current salary rates shall be submitted to the DEPARTMENT for approval. The rates of any additional personnel working on the project, if any, shall require written approval of the DEPARTMENT prior to working on the project. The CONSULTANT shall submit classifications and rates for any additional personnel a minimum of 14 days prior to using the additional personnel.

   *In accordance with DEPARTMENT policy, the maximum direct-labor rate allowed for all positions under this AGREEMENT shall be $60.00 per hour unless a waiver to the salary cap has been specifically approved for specialty services.
2. Costs which are directly applicable to the salaries, salary burden, and direct and indirect costs, including administration costs. These costs may be applied to only straight time salary extensions where overtime is employed. These amounts shall be based on actual costs to the CONSULTANT for such items during the period of the AGREEMENT and those allowable in accordance with the applicable cost principles contained in Federal Acquisition Regulations Subpart 31.2 and Subpart 31.105. Further, any overtime required for this project shall have the prior written approval of the DEPARTMENT.
3. A fixed fee amount as shown in Article II, Section B for profit and non-reimbursed costs.
4. Reimbursement for direct expenses, including work performed by other parties, such as borings, laboratory tests, field survey, special electronic computer services, services of other specialists, printing, photogrammetry, traffic counts, reproductions and travel not included in normal overhead expenses. The reimbursable costs for mileage and for per diem (lodging and meals) shall be that allowed by the CONSULTANT'S established policy but shall not exceed that allowed in the Federal Acquisition Regulations (Subpart 31.205-46) and in the Federal Travel Regulations. The General Services Administration (GSA), Regulation 41 CFR Part 301-4, specifies the FTR automobile mileage reimbursement. Mileage and per diem costs shall be subject to approval by the DEPARTMENT.

ARTICLE II

All costs as described in the foregoing paragraphs are to be determined by actual records kept during the term of the AGREEMENT which are subject to audit by the STATE and Federal Governments. The final payment and all partial payments made may be adjusted to conform to this final audit. In no case will any adjustments exceed the total amount to be paid shown in the following paragraph and in Article II, Section C.1. All Subconsultant costs may also be subject to audit by the STATE and Federal Governments.

The total amount to be paid under this AGREEMENT shall not exceed $461,469.18, the sum of the amounts shown in Article II, Section B (which amount is based on the CONSULTANT'S fee and manhour estimates of August 15, 2017), except by agreement of all parties made after supplemental negotiations. Should circumstances beyond the control of the CONSULTANT require extension of the time of completion more than one (1) year, the general fee may be renegotiated; however, the fixed fee (b) shall not change for reasons of work duration alone. The fixed fee (b) shall only change when there has been a significant increase or decrease in the scope of work outlined in this AGREEMENT.

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

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

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

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

The CONSULTANT shall maintain adequate cost records for all work performed under this AGREEMENT. All records and other evidence pertaining to cost incurred shall be made available at

all reasonable times during the contract period and for three (3) years from the date of final voucher payment for examination by the STATE and copies thereof shall be furnished if requested.

B. SUMMARY OF FEES

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

a. Actual CONSULTANT'S salaries*, costs applicable to actual salaries, salary burden (direct and indirect) and administrative costs attributable to overhead, the sum of which is estimated at $387,179.00. For billing purposes, salary burden and overhead costs are currently estimated at 160.40% of actual salaries.

b. A fixed fee to cover profit and non-reimbursed costs at $38,717.90.

c. Reimbursement for direct, out-of-pocket expenses estimated at $6,366.60.

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

- WSP USA (Survey Services) - $29,205.68

NOTE: See Article IV.G – SUBLETTING for subconsultant Professional Liability Insurance information.

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

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

C. LIMITATION OF COSTS

1. Costs incurred against this AGREEMENT shall not exceed $461,469.18 unless otherwise authorized. The CONSULTANT shall give the DEPARTMENT a ninety (90)-day written notice when it appears that this limit will be exceeded.
2. It is expected that the total cost to the STATE shall be the cost set forth under Article II, Section A, and the CONSULTANT agrees to use his best efforts to perform the work specified in the AGREEMENT and all obligations under this contract within such limiting amount.
3. The STATE shall not be obligated to reimburse the CONSULTANT for costs incurred in excess of the limiting amount set forth in Article II, Section A.
4. Change orders issued under this contract shall not be considered an authorization to the CONSULTANT to exceed the limiting amount set forth in the Summary in the absence of a statement in the change order, or other contract modifications, increasing the limiting amount.

D. PAYMENTS

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

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

ARTICLE III - GENERAL PROVISIONS

A. HEARINGS, ETC.

The DEPARTMENT will make all arrangements for and hold all necessary hearings in connection with the project, 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 - 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 288 South River Road, Building C, Bedford, NH.

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

C. EXTENT OF CONTRACT

1. Contingent Nature of AGREEMENT

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

2. Termination

   The DEPARTMENT shall have the right at any time, and for any cause, to terminate the work required of the CONSULTANT by this AGREEMENT by written notice of such termination provided to the CONSULTANT by the DEPARTMENT, and, in the event of such a termination of this AGREEMENT without fault on the part of the CONSULTANT, the CONSULTANT shall be entitled to compensation for all work theretofore satisfactorily performed, pursuant to this AGREEMENT, such compensation to be fixed, insofar as

possible, based upon the work performed prior to termination. If no contract or contracts for construction of the project contemplated by this AGREEMENT is (are) entered into within two (2) years after satisfactory completion of the services outlined in Article I, all of the services contemplated by this AGREEMENT shall be deemed to have been completed.

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

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

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

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

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

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

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

E. **ADDITIONAL SERVICES**

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

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

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

F. **OWNERSHIP OF PLANS**

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

G. SUBLETTING

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

All subcontracts shall be in writing and those exceeding $10,000 shall contain all provisions of this AGREEMENT, including "Certification of CONSULTANT/Subconsultant". For subconsultants working on design, hazardous materials, geotechnical services, etc., the minimum limits of their professional liability (errors and omissions) insurance coverage shall be not less than $2,000,000 in the aggregate, with a deductible of not more than $75,000. For subconsultant contracts with less risk, e.g., wetland evaluations, materials inspection and testing, structural steel fabrication inspection, underwater bridge inspection, research, bridge deck condition surveys, 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 $25,000. For subconsultant contracts with no risk, e.g., subsurface exploration, archaeology, cultural resources, data gathering, etc., professional liability insurance shall not be required. If coverage is claims made, the period to report claims shall extend for not less than three years from the date of substantial completion of the construction contract. A copy of each subcontract shall be submitted for the DEPARTMENT'S files.

H. GENERAL COMPLIANCE WITH LAWS, ETC.

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

I. BROKERAGE

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

ARTICLE IV

J. CONTRACTUAL RELATIONS

1. Independent Contractor

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

2. Claims and Indemnification

a. Non-Professional Liability Indemnification.

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

b. Professional Liability Indemnification

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

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

3. Insurance

a. Required Coverage

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

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

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

3. professional liability (errors and omissions) insurance coverage of not less than $2,000,000 in the aggregate. If coverage is claims made, the period to report claims

shall extend for not less than three years from the date of substantial completion of the construction contract. No retention (deductible) shall be more than $75,000; and

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

b. Proof of Insurance

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

4. No Third-Party Rights

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

5. Construction of AGREEMENT

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

K. AGREEMENT MODIFICATION

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

L. EXTENSION OF COMPLETION DATE(S)

If, during the course of the work, the CONSULTANT anticipates that one or more of the completion dates specified in this AGREEMENT cannot be met, it shall be the CONSULTANT'S responsibility to notify the DEPARTMENT in writing at least ninety (90) days prior to the

completion date(s) in question. The CONSULTANT shall state the reasons that a completion date(s) cannot be met and request a revised date(s) for consideration by the DEPARTMENT.

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

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

(1) Compliance with Regulations: The CONSULTANT shall comply with Title VI of the Civil Rights Act of 1964 regulations relative to nondiscrimination in federally-assisted programs of the DEPARTMENT, such regulations entitled Title 49 Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the REGULATIONS), and which are herein incorporated by reference and made a part of this AGREEMENT.

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

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

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

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

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

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

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

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

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

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

N. DISADVANTAGED BUSINESS ENTERPRISE POLICY REQUIREMENTS

1. Policy. It is the policy of the United States Department of Transportation (USDOT) to ensure nondiscriminatory opportunity for Disadvantaged Business Enterprises (DBE's), as defined in 49 Code of Federal Regulations (CFR) Part 26, to participate in the performance of agreements and any subagreements financed in whole or in part with Federal funds. Consequently, the DBE requirements of 49 CFR Part 26 apply to this AGREEMENT.

2. Disadvantaged Business Enterprise (DBE) Obligation. The STATE and its CONSULTANTS agree to ensure nondiscriminatory opportunity for disadvantaged business enterprises, as defined in 49 CFR Part 26, to participate in the performance of agreements and any subagreements financed in whole or in part with Federal funds. In this regard, the STATE and its CONSULTANTS shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the opportunity to compete for and perform work specified in the agreements. The STATE and its CONSULTANTS shall not discriminate on the basis of race, color, religion, age, sex, handicap, sexual orientation, or national origin in the award and performance of agreements financed in whole or in part with Federal funds.

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

O. DOCUMENTATION

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

P. CLEAN AIR AND WATER ACTS

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

ATTACHMENT A

MILFORD-NASHUA
10136 PART B2
SCOPE OF SERVICES
7/26/17 – REVISION 1 – 8/15/17

Stantec

STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

MILFORD-NASHUA
10136 PART B2
FOR MERRIMACK 10136D

ROADWAY RECONSTRUCTION
NH 101A and CRAFTSMAN LANE

PRELIMINARY AND FINAL DESIGN SERVICES
SCOPE OF WORK

A. LOCATION AND DESCRIPTION OF PROJECT

The intent of the project is to improve safety, increase capacity and address operational deficiencies at two locations through roadway widening and improving intersection geometry along NH 101A from Boston Post Road to Continental Boulevard, and realigning Craftsman Lane at its intersection with Boston Post Road.

B. SCOPE OF WORK (GENERAL)

Site Visit

Under the Preliminary Design, Stantec visited the site to confirm survey data and gain a better understanding of the project area. As part of the start-up of Final Design, Stantec will conduct another site visit to verify existing conditions haven't changed.

Review of Provided Information

Stantec has reviewed the information provided by the DEPARTMENT in preparation of the Engineering Study and Preliminary Plans. Information derived from current survey data, traffic records, and previous design and construction plans has been incorporated into the project to-date, and will serve as the basis for completion of Preliminary Design and start of Final Design.

Meetings

Stantec shall attend review and coordination meetings with the DEPARTMENT. Assume a total of 15 meetings will be required, as follows:

- Kick-off Meeting
- Public Officials Meeting
- Public Hearing
- Slope and Drain Review Meeting
- Preliminary ROW review meeting

- Utility Coordination Meeting
- PPS&E review meeting
- PS&E review meeting
- Pre-Advertisement Coordination Meeting
- 2 Natural Resource Coordination Meetings
- 1 Traffic Control Committee Meeting
- 3 Additional Coordination Meetings

Stantec shall prepare minutes for all meetings.

Project Management

Stantec shall provide the following throughout design:

- Develop and maintain a design schedule with monthly updates
- Monthly invoicing and progress reports
- Project schedule and project cost management

C. SCOPE OF WORK (PRELIMINARY DESIGN)

A draft Engineering Study and NEPA document was prepared in the spring of 2015. These documents will be reviewed, updated, and finalized prior to proceeding to Final Design. Tasks to complete this include:

1. Roadway Design

The Roadway design shall include the following:

a) Stantec will reevaluate the Preferred Alternative for any changes that may be required due to policy or regulatory updates since 2015 when the draft Engineering Study and NEPA document were developed and per comments provided by the DEPARTMENT.

b) Stantec will evaluate the geometry of the NH 101A Westbound approach to Continental Boulevard to determine the most reasonable bicycle accommodations through the intersection, as well as reevaluating the need of the exclusive right turn lane onto Continental Boulevard.

c) Stantec will update the Engineering Study and Preliminary Plans as necessary to reflect any change to the Preferred Alternative.

d) Environmental Coordination:

- Stantec will update the draft NEPA document that was originally created for the 10136C and 10136D contracts. The document will be written specifically for the 10136D contract. This entails updating the Preferred Alternative as necessary, as well as updating agency coordination, reviewing wetland delineations, and incorporating new regulations, such as for the northern long eared bat, limited re-use soils, and MS4 stormwater requirements. It

Stantec

is anticipated that this will be a programmatic Categorical Exclusion.

- A No Effects Memo was signed for the draft NEPA document. It is assumed that this will not require updating, and will be submitted without modification providing that the original scope of work has not changed.

e) Stantec will prepare all necessary presentation materials for the Public Hearing. Updated ROW information will be provided by the DEPARTMENT. The layout will be verified/confirmed by Stantec for use in the preparation of Hearing Plan ROW and registry plans. The DEPARTMENT will conduct the Public Hearing, with Stantec's support regarding specifics of design. A transcript of the Public Hearing will be completed by the DEPARTMENT.

f) Pre-Hearing drainage review is necessary to capture impacts for stormwater treatment per MS4 regulations. Stantec will develop conceptual level drainage design based on treating 100% of the impervious area within the project limits. Potential impacts, including the need for additional ROW to site new BMPs will be evaluated. A second conceptual level drainage design will also be developed as the least impacting alternative. These two concepts will be evaluated by the Department to determine the preferred drainage alternative to proceed to final design.

D. SCOPE OF WORK (FINAL DESIGN)

The design shall consist of the following:

1. Roadway Design

The Roadway design shall include the following:

a) The design will include proposed horizontal and vertical alignments related to the roadways, as well as intersection geometry improvements, as shown in the Engineering Study completed by FST (now Stantec) in March of 2015, and the updated Engineering Study to be completed as part of this contract. The proposed work includes the following:

- Roadway widening along NH 101A from Boston Post Road to Continental Boulevard to provide an additional eastbound travel lane.
- The possible addition of an exclusive right turn lane onto Continental Boulevard from NH 101A Westbound.
- The addition of a second right turn lane onto NH 101A Westbound from Continental Boulevard.
- The addition of bicycle accommodations through the NH 101A Westbound and Continental Boulevard intersection.
- Realignment of Craftsman Lane to form a perpendicular connection to Boston Post Road.

- Removal of the existing connector road between Craftsman Lane and Boston Post Road, which extends through a church parking lot.

The addition of a third eastbound through lane between Boston Post Road and Continental Boulevard will correct capacity deficiencies along the corridor, and will match the three westbound through lanes in this stretch of roadway. This additional eastbound travel lane is expected to be necessitated by future eastbound traffic demands occurring during the morning peak hour.

Traffic demands at the NH 101A intersection with Continental Boulevard exceed available capacity. The addition of right turn lanes onto and out of Continental Boulevard will accommodate peak and future traffic demands. The addition of a dedicated right turn lane to the NH 101A westbound approach to Continental Boulevard will provide additional capacity to the through movement.

The dead-ending of Craftsman Lane will discourage NH 101A Westbound through traffic from using Craftsman Lane to bypass the Boston Post Road traffic signal. In addition, relocating the connector road between Craftsman Lane and Boston Post Road away from the church parking lot will improve on-site traffic circulation and pedestrian safety at the church.

b) There is existing guardrail located along NH 101A Eastbound. The design will evaluate the need for replacement and/or additional guardrail based on changed conditions. Stantec will design guardrail, including grading, end treatments, and location.
c) Stantec will confirm/identify the location of any transit stops within the limits of work. Existing transit stops will be maintained/replaced. There are no new stops planned.
d) Stantec will provide the design of permanent pavement markings and traffic signs, including design of overhead sign structure foundations associated with the roadway widening, intersection improvements and realignment. Signing and pavement marking plans will be prepared by Stantec and will be supplemented by traffic Sign Text Layout sheets.
e) Stantec will prepare the necessary plans for the coordination of the traffic signals along the NH 101A corridor. Stantec will reintegrate the project signals into the existing coordinated system, and optimize offsets based on the new project timings. This does not involve upgrades to interconnect infrastructure or changes to the timings of adjacent signals beyond offsets.
f) The DEPARTMENT will provide guidance on the ROW process for the land swap between the church and City for the realignment of Craftsman Lane.

g) Stantec will provide the design of three permanent water quality Best Management Practices (BMPs) that will be sited along the NH 101A project corridor. It is anticipated that the three (3) BMPs will collectively treat the full impervious area within the project limits. The BMPs will be sized in accordance with design criteria noted in the Alteration of Terrain (AoT) administrative rules, as well as in the NH Stormwater Manual (Volume 2, December 2008). The intent of the proposed BMPs is to treat runoff associated with the water quality volume (WQV) from the maximum area of impervious roadway surfaces, to the extent practicable, within the constraints of the project site. It is anticipated that the BMP's may require additional Right-of-Way (ROW) in order to treat the full impervious area of the project. One or more of the BMPs may be underground systems due to ROW constraints. The DEPARTMENT will provide the necessary ROW, additional survey, and geotechnical information to support the proposed BMPs. Any additional ROW utilized for BMPs will be adjacent to the project corridor.

h) Stantec will evaluate site grading to determine if any excess limited reuse soils can be maintained on site.

i) Potentially Contaminated Soils:

- ***OneStop Review for Contaminated Sites*** — A review of the New Hampshire Department of Environmental Services (NHDES) OneStop database for contaminated sites within 1,000 feet of the Project locations will be completed along with an evaluation to determine whether contaminated sites identified during this process are likely to impact the Project. For the purposes of this authorization, we have presumed that point source impacts within the Project Limits will not be implicated. If the results of screening do indicate possible point source impacts, additional investigation and/or preparation of a site-specific soil and groundwater management plan (SGMP) may be required. Completion of investigation and/or preparation of a site-specific SGMP are not included in this scope of work.

- **Meetings, Communications, and Project Management** — NHDOT policies and documents related to Limited Reuse Soils (LRS) are continually evolving. Stantec personnel will work with the appropriate NHDOT staff to determine the current status of LRS discussions and obtain the most recent documents related to LRS (e.g., Generic Soil Management Plan [SMP], POW language, and special provisions, etc.). Additionally, Stantec will attend a meeting with NHDOT to discuss the project and associated documents. If

requested by NHDOT, the Stantec project manager for contamination issues will also attend the pre-advertisement meeting to provide a discussion related to LRS. This task will also include time for preparation of meeting summaries, project management, and overall communications with NHDOT on project direction and status during the design/pre-award period.

- ***Assistance with POW Development, Soil Management Plan, and LRS Guidance*** — Using the documents obtained during Task 2 above, Stantec will assist the NHDOT design team in updating the POW and associated contract documents related to contamination for the project.

j) Environmental Coordination:
   - It is assumed that both wetlands and shoreland permits will be required for this project. Stantec will delineate the wetlands. Stantec will coordinate with resource agencies, determine the extent of the impacts, prepare necessary plans; and complete the application, utilizing the current application forms available from NHDES at the time.

l) Development of a Construction Schedule in Microsoft Project.

E. **MATERIAL FURNISHED BY DEPARTMENT OF TRANSPORTATION**

The DEPARTMENT will furnish the data described in Article I of this contract to Stantec. In addition, the DEPARTMENT will furnish:

a) Geotechnical information related to determining the extent of any required ledge removal.
b) If deemed necessary, additional survey data will be provided, based either on limits of work or changed conditions in the field.
c) The DEPARTMENT will provide pavement recommendations.
d) The DEPARTMENT will initiate contact with the City of Nashua regarding the coordination of traffic signals along the NH 101A corridor with the proposed project. The DEPARTMENT will also provide existing conduit locations specific to signal coordination links.
e) Highway lighting changes necessitated by the roadway widening, intersection improvements and realignment will be completed by the DEPARTMENT and provided to Stantec. Relocated or new lights will be shown on the project plans and sections, along with details as provided by the DEPARTMENT.
f) Stantec will incorporate ITS elements as required by the DEPARTMENT. The DEPARTMENT will provide plans, details, and estimated quantities for any ITS elements required.

g) If overhead sign structures are required, the DEPARTMENT will provide preliminary geotechnical information for design and sizing of the foundations. Stantec will complete the preliminary design and sizing of the sign structures. Final Design of the foundation will be completed during the construction phase of the contract.

h) A construction signs and warning devices (CSWD) package will be prepared by the DEPARTMENT. Including quantities of permanent construction signs will be provided to Stantec by the DEPARTMENT.

i)

F. **WORK SCHEDULE AND PROGRESS REPORTS**

As described in Article I of this contract.

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

This contract includes updating the Engineering Study and NEPA document, as described above. The design presented on the updated Preliminary Plans will be advanced during Final Design. Electronic copies (PDF) of all submissions will be provided, including plans, narratives, special provisions, estimates, schedules, etc. The following submittals will be in accordance with the DEPARTMENT's Design Manual. Unless otherwise noted, submittals will include four sets of plans and 2 sets of the supporting documents (calculations, estimates, etc.).

1. Preliminary Submission: A preliminary submission will be made prior to the Public Hearing. The submission will reflect updated preliminary plans based on DEPARTMENT comments and changes noted in the scope above.
   - Plans
   - Design Calculations with a design narrative
   - Construction Cost Estimate with a quantity calculation book in Excel format
   - Construction Schedule

2. Slope and Drain Submission: Roadway Slope and Drain Plans will be developed to a 60% level to determine limits of work and impacts. Deliverables will include the following:
   - Plans
   - Traffic Control Plans as necessary to support a Traffic Control Committee meeting presentation.
   - Design Calculations with a design narrative and drainage book
   - Construction Cost Estimate with a quantity calculation book in Excel format
   - Construction Schedule

3. Right-of-Way Layout Submission: Preliminary and Final Right-of-Way layout plans will be developed to identify property impacts. Plans will be developed in accordance with the RIGHT-OF-WAY LAYOUT PLAN CHECKLIST (Draft dated 3/5/16) provided by the DEPARTMENT. Stantec will provide written responses to the DEPARTMENT's comments on the Preliminary Right-of-Way submission and incorporate these comments into the Final Right-of-Way plans. PDF electronic plans of both the Preliminary and Final Right-of-Way layout submissions will be submitted. Upon approval of the Final Right-of-Way layout plans; Stantec will prepare and submit registry plans and deed descriptions. These will be stamped by a New Hampshire licensed land surveyor and recorded at the registry.

4. Utility Coordination Submission: Based on the Slope and Drain plans, a separate utility coordination plan set will be submitted (3 copies), along with a potential utility conflicts listing. Deliverables will include the following:
   - Plans
   - Potential Utility Conflict List

5. PPS&E Submission: A meeting with the DEPARTMENT will be held to review and discuss the DEPARTMENT's comments on the Slope and Drain Plan Submission. Stantec will provide written responses to the DEPARTMENT's comments on the previous submissions, and incorporate these comments into the revised documents. The design plans will be developed to approximately 80% completion. Draft Specifications will be prepared as required, and unit pay items will be established. Deliverables will include the following:
   - Plans
   - Draft Prosecution of Work and Traffic Control Narratives
   - List of required Special Provisions
   - Design Calculations with a design narrative and drainage book
   - Construction Cost Estimate with a quantity calculation book in Excel format
   - Construction Schedule

6. PS&E Submission: A meeting with the DEPARTMENT will be held to review and discuss the DEPARTMENT's comments on the PPS&E Submission. Stantec will provide written responses to the DEPARTMENT's comments on the previous submissions, and incorporate these comments into the revised documents. The design plans will be developed to approximately 90% completion. Specifications will be updated as required, and unit pay items will be established. Deliverables will include the following:

- Plans
- Prosecution of Work and Traffic Control Narratives
- List of required Special Provisions
- Design Calculations with a design narrative and drainage book
- Construction Cost Estimate with a quantity calculation book in Excel format
- Construction Schedule

7. Final Submission: A meeting with the DEPARTMENT will be held to review and discuss the DEPARTMENT's comments on the PS&E Submission. Stantec will provide written responses to the DEPARTMENT's comments on the PS&E Submission and incorporate these comments into the revised Final documents. Final deliverables will include the following:
   - Plans stamped and signed by a Professional Engineer licensed in New Hampshire
   - Prosecution of Work and Traffic Control Narratives
   - List of required Special Provisions
   - Design Calculations with a design narrative and drainage book
   - Construction Cost Estimate with a quantity calculation book in Excel format
   - Construction Schedule
   - Electronic deliverables in accordance with the Consultant Contracts Electronic Deliverables Summary dated April 21, 2017 *(CADD, Drainage / Traffic models, etc.)*

8. Bid Phase: Stantec will review and respond to up to four RFI's during the bid phase of the project. The DEPARTMENT will prepare any formal addenda, incorporating Stantec's responses where appropriate.

9. Construction Phase: Stantec will undertake the following construction phase tasks:
   - Review up to 10 shop drawings, including overhead sign structure design.
   - Design footings for overhead sign structures, based on loads provided by the sign structure fabricator, and utilizing standard Department details.
   - Respond to up to 4 requests for information
   - Two field visits (one for traffic signal coordination review, one for miscellaneous tasks)
   - Attend two coordination meetings with DOT/Contractor

Stantec shall follow the latest NHDOT CAD/D requirements.

GENERAL PROJECT ASSUMPTIONS

These assumptions have been prepared based on a meeting with the DEPARTMENT to better define the scope of services. We have utilized these assumptions in deriving the fee proposal for this project. The assumptions are as follows:

Administration:

- Contract execution and Notice to Proceed is anticipated by mid-October 2017.
- The anticipated schedule is for the DEPARTMENT to advertise the project in June of 2020. Final plans will be submitted in May of 2020. The anticipated schedule is attached.
- The contract completion will occur within approximately 36 months following the Notice to Proceed.
- It is anticipated that work will involve ROW impacts. The DEPARTMENT will be responsible for the ROW process, including notification of potentially impacted abutters, title abstracting, appraisals, and negotiations. Stantec will develop the ROW plans for recording in accordance with DEPARTMENT, NHLSA, and registry standards.
- ROW layout plans will be prepared and recorded at the county registry by a Licensed Land Surveyor in New Hampshire.
- Assume that the DEPARTMENT will do all coordination with communities and property owners, with Stantec's support regarding specifics of design.
- Assume that the DEPARTMENT will conduct all public meetings as are necessary with Stantec's support regarding specifics of design.
- No topographic survey will be required for this project. It is assumed that design plans will be prepared using currently available topographic survey provided by the DEPARTMENT.
- Stantec will verify the approximate Right-of-Way provided by the DEPARTMENT, and modify as required. ROW verification will include:
    a. Conducting research at all necessary agencies for plans of record of roadways or abutting roadways and deed book and pages for abutting parcels for ROW determination.
    b. Conducting field reconnaissance to look for property markers, lines of occupation, etc for ROW determination.
- Registry plans will be created by Stantec and will be stamped by a licensed land surveyor in New Hampshire.
- The DEPARTMENT will manage utility coordination.
- It is anticipated that work on Contract Documents will be limited to Special Provisions, Prosecution of Work, and Traffic Control Narrative. The DEPARTMENT will provide the standard front end documents to be used for bidding the project.

- Assume that the DEPARTMENT shall supply all available special provisions, supplemental specifications, and special attentions and updates throughout the project.
- The DEPARTMENT will conduct the bidding of the project.
- The project will be developed in Imperial/English units.
- Stantec will conduct a limited field review of the site. It is assumed the work will be conducted without the use of police details. No expenses are carried within the scope of work for police details.
- Assume all meetings are held at the DEPARTMENT in Concord, except the Public Officials meeting and Public Hearing, which will be held in Merrimack.
- Assume that the DEPARTMENT will supply the final bid package including any addenda in an electronic format.
- It is assumed that the project will not require a Cultural Resource Meeting.

Technical:

- The updated preliminary plans will be the basis for Final Design. No major changes to that design or alternatives analysis is included. Per DEPARTMENT comment, consideration will be given to providing a bike lane/shoulder along NH 101A through the Continental Boulevard intersection.
- Assume that any significant change in pavement recommendation will require revisiting the scope of work.
- Assume that Stantec is responsible for the highway traffic control development, based on data and policy and/or guidance provided by the DEPARTMENT. If data is unavailable, the DEPARTMENT will either provide additional data or direct what constraints such as work hours, lane widths, etc. to use.

SCHEDULE

Stantec shall submit the Contract Plans on or before __May 15, 2020_____. A work schedule with individual task-by-task durations and deliverables is provided herein as Attachment A.

—END—

Attachments
Attachment A – Schedule

Attachment B – Fee Matrix
Attachment C – Anticipated Drawing List

ATTACHMENT A

SCHEDULE

ATTACHMENT B

FEE MATRIX

ATTACHMENT C

ANTICIPATED DRAWING LIST

- Front Sheet
- Index of Sheets and General Notes
- Standard Symbols
- Typical Sections (4)
- Summary of Quantities (6)
- Miscellaneous Roadway Details (4)
- Drainage Details (6)
- Sign Text Layout Sheets (1)
- General Plans (6)
- Drainage Notes (1)
- Profiles (4)
- Curbing and Pavement Layout Plans (6)
- Pavement Marking & Signing Plans (6)
- Traffic Signal Coordination Plans
- Traffic Control Details (2)
- Traffic Control Plans and Sequencing Notes (3)
- Cross Sections (38)

Right-of-Way Layout Plans

- Front Sheet
- Geometric Layout Sheets (3)
- ROW plans (6)

Utility Conflict Plans (Utility Submission only)

- Front Sheet
- General Plans (6)
- Profiles (4)
- Cross Sections (38)

Dredge and Fill Permit Application Plans

- Title Sheet
- Index of Sheets/Construction Sequencing Notes
- Standard Symbols

Stantec

- Standard Symbols
- Erosion Control Strategies
- Erosion Control Details
- Drainage Details
- Wetland Impact Plans (6)
- Erosion Control Plans (6)

Shoreland Permit Application Plans

- Title Sheet/Overview Plan
- Standard Symbols (2)
- Existing Conditions Plan (1)
- Post Construction/Shoreland Impact Plan (1)
- Erosion Control Details (1)
- Erosion Control Plans (1)

Attachment I

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

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

Stantec Consulting Services Inc.
(Company)

By: [illegible]

Sr. Principal
(Title)

Date: October 16, 2017

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

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

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

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

Attachment 2

CONSULTANT DISCLOSURE STATEMENT
FOR PREPARATION OF
ENVIRONMENTAL EVALUATIONS

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

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

October 16, 2017
(Date)

William R Moore
(Signature)

Attachment 3

CERTIFICATION OF CONSULTANT/SUBCONSULTANT

I hereby certify that I am the Senior Principal and duly authorized representative of the firm of Stantec Consulting Services Inc., and that neither I nor the above firm I here represent has:

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

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

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

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

except as here expressly stated (if any):

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

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

October 2, 2017
(Date)

(Signature)

Attachment 4

CERTIFICATION OF STATE DEPARTMENT OF TRANSPORTATION

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

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

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

except as here expressly stated (if any):

11/6/17
(Date)

(Signature)

Attachment 5

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

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

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

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

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

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

Attachment 9

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

Consultant

WITNESS TO THE CONSULTANT

By: [signature]

Associate

Dated: October 16, 2017

CONSULTANT

By: [signature]

Sr. Principal
(TITLE)

Dated: October 16, 2017

Department of Transportation

WITNESS TO THE STATE OF NEW HAMPSHIRE

By: Michelle Grous

Dated: 11/6/17

THE STATE OF NEW HAMPSHIRE

By: [signature]

Director of Project Development
for DOT COMMISSIONER

Dated: 11/6/17

Attorney General

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

Dated: 11/13/17

By: Allin B. Arnesen
~~Assistant~~ Attorney ~~General~~

Secretary of State

This is to certify that the GOVERNOR AND COUNCIL on DEC 06 2017 approved this AGREEMENT.

Dated: DEC 06 2017

Attest:

By: [signature]
Secretary of State

DEPUTY SECRETARY OF STATE

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

OFFICER'S CERTIFICATE
of
STANTEC CONSULTING SERVICES INC., A NEW YORK CORPORATION

I, the undersigned, do hereby certify that:

1. I am the duly elected and acting **Corporate Counsel** of **Stantec Consulting Services Inc.**, a **New York** corporation (the "**Corporation**").

2. On **June 15, 2017**, the following resolution was adopted by the Corporation's Board of Directors:

BE IT RESOLVED THAT:

1. the Corporation hereby adopts the Operating and Signing Authority Policies, as modified or amended from time to time, of Stantec Inc.;

2. execution of any documents for and on behalf of the Corporation shall be governed by the Operating and Signing Authority Policies, as modified or amended from time to time, of Stantec Inc.;

3. the Secretary or any of the Corporate Counsels of the Corporation be authorized, empowered and directed from time to time as required to facilitate the execution of contracts or submission of proposals; to sign, and to seal with the Corporate Seal, Certificates of the foregoing action evidencing the authority delegated in the Operating and Signing Authority Policies, as amended from time to time, of Stantec Inc.

3. **Bill Moore** is a **Senior Principal** of the Corporation, and in that capacity, is duly authorized to sign an *agreement* in accordance with the Corporation's Operating and Signing Authority Policies in connection with the following project:

State of New Hampshire
Department of Transportation
Merrimack 10136D – NH 101A and Craftsman Lane Reconstruction

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Corporation, this 16th day of October 2017.

William J. Edwards

William J. Edwards

Corporate Seal:

STANTEC CONSULTING SERVICES INC
Corporate Seal

Z:\0_Stantec Risk Management\0_Certificate of VOTE\Moore\State of NH\Merrimack 10136D_SCSI_Officers Certificate_.docm

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that STANTEC CONSULTING SERVICES INC. is a New York Profit Corporation registered to transact business in New Hampshire on May 09, 2006. 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: 557168

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 28th day of April A.D. 2017.

William M. Gardner
Secretary of State

ACORD

CERTIFICATE OF LIABILITY INSURANCE

5/1/2018

DATE (MM/DD/YYYY): 10/16/2017

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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

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

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Zurich American Insurance Company	16535
INSURER B: Travelers Property Casualty Co of America	25674
INSURER C: American Guarantee and Liab. Ins. Co.	26247
INSURER D:	
INSURER E:	
INSURER F:	

INSURED 1415077
STANTEC CONSULTING SERVICES INC.
8211 SOUTH 48TH STREET
PHOENIX AZ 85044

COVERAGES — CERTIFICATE NUMBER: 15002210 — REVISION NUMBER: XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X CONTRACTUAL/CROSS X XCU COVERED GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [X] LOC OTHER:	Y	N	GLO5415704	5/1/2017	5/1/2018	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 300,000 $ 25,000 $ 2,000,000 $ 4,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	N	N	TC2J-CAP-8E086819 TJ-BAP-8E086820 TC2J-CAP-8E087017	5/1/2017 5/1/2017 5/1/2017	5/1/2018 5/1/2018 5/1/2018	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
C	X UMBRELLA LIAB [X] OCCUR X EXCESS LIAB CLAIMS-MADE DED [X] RETENTION $ 10,000	N	N	AUC9184637	5/1/2017	5/1/2018	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $ XXXXXXX
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	TC2J-UB-8E08592 (AOS) TRJ-UD-8E08593 (MA, WI) EXCEPT FOR OH ND WA WY	5/1/2017 5/1/2017	5/1/2018 5/1/2018	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: 1953 – 582528 -10136 – MERRIMACK 10136D – NH 101A AND CRAFTSMAN LANE RECONSTRUCTION DEVELOPMENT OF PSE DOCUMENTS FOR PROJECT BIDDING. THE STATE OF NEW HAMPSHIRE IS AN ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY, AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER
15002210
NHDOT
JOHN O. MORTON BUILDING
7 HAZEN DRIVE, P.O. BOX 483
CONCORD NH 03302-0483

CANCELLATION: See Attachments

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: Joyce M Arnelle

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ACORD

CERTIFICATE OF LIABILITY INSURANCE

10/1/2018

DATE (MM/DD/YYYY) 10/16/2017

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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

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

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Lloyds of London	
INSURER B: AIG Specialty Insurance Company	26883
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
1414100 STANTEC CONSULTING SERVICES INC.
8211 SOUTH 48TH STREET
PHOENIX AZ 85044

COVERAGES CERTIFICATE NUMBER: 15002213 REVISION NUMBER: XXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ XXXXXXX
							MED EXP (Any one person)	$ XXXXXXX
							PERSONAL & ADV INJURY	$ XXXXXXX
							GENERAL AGGREGATE	$ XXXXXXX
							PRODUCTS - COMP/OP AGG	$ XXXXXXX
								$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident)	$ XXXXXXX
							BODILY INJURY (Per person)	$ XXXXXXX
							BODILY INJURY (Per accident)	$ XXXXXXX
							PROPERTY DAMAGE (Per accident)	$ XXXXXXX
								$ XXXXXXX
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			NOT APPLICABLE			EACH OCCURRENCE	$ XXXXXXX
							AGGREGATE	$ XXXXXXX
								$ XXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below			NOT APPLICABLE			PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$ XXXXXXX
							E.L. DISEASE - EA EMPLOYEE	$ XXXXXXX
							E.L. DISEASE - POLICY LIMIT	$ XXXXXXX
A	Professional Liab	N	N	GLOPR1701673 NO RETROACTIVE DATE	10/1/2017	10/1/2018	$3,000,000 PER CLAIM/AGG INCLUSIVE OF COSTS	
B	Contractors Pollution Liab			CPO8085428	10/1/2017	10/1/2019	$3,000,000 PER LOSS/AGG	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: 1953 – 582528 -10136 – MERRIMACK 10136D – NH 101A AND CRAFTSMAN LANE RECONSTRUCTION DEVELOPMENT OF PSE DOCUMENTS FOR PROJECT BIDDING. A $75,000 DEDUCTIBLE APPLIES TO PROFESSIONAL LIABILITY.

CERTIFICATE HOLDER
15002213
NHDOT
JOHN O. MORTON BUILDING
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AUTHORIZED REPRESENTATIVE
Joyce M. Ignelli

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