FEB01'23 PM 3:06 RCVD

New Hampshire DOT
Department of Transportation

William Cass, P.E.
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

49A

David Rodrigue, P.E.
Assistant Commissioner
Andre Briere, Colonel, USAF (RET)
Deputy Commissioner

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

Bureau of Highway Design
January 30, 2023

REQUESTED ACTION

1. Authorize the Department of Transportation to **retroactively** amend a **Sole Source** Contract #4010725 with Hoyle, Tanner & Associates, Inc., Manchester, NH, Vendor #154903, (project # 27712) for US 202 Bridge Replacement in the town of Peterborough, by extending the completion date from June 30, 2022 to December 31, 2024, effective upon Governor and Council approval. The original Agreement was approved by Governor and Council on January 8, 2020.

2. Further authorize the Department of Transportation to increase the fee by $182,914, from $569,948.72 to $752,862.72 effective upon Governor and Council approval. 100% Federal Funds

Funding is available in State Fiscal Year 2023 as follows:

	FY 2023
04-96-96-963515-3054	
Consolidated Federal Aid	
046-500463 Eng Consultants Non-Benefit	$ 182,914

EXPLANATION

This item is **retroactive** due to additional scope and fee for an on-line bridge replacement alternative and limited staffing resources which extended the time required to complete the contract adjustments. Hoyle, Tanner & Associates, Inc. (HTA) was originally selected for the preliminary design of the project and is intimately familiar with the project, having completed a substantial portion of the work prior to encountering the design conflict with the upstream dam. Continued design efforts with HTA are in the State's best interest given their understanding and substantial previous work on the project, and the Department therefore requests this **Sole Source** amendment.

On January 8, 2020, the Governor and Council authorized the subject agreement (Item # 13; copy of Resolution attached) in the amount of $569,948.72 for the preliminary design, public involvement process, and associated environmental & cultural services for the replacement or rehabilitation of the existing bridge carrying US 202 and NH 123 over the Contoocook River in the Town of Peterborough.

The purpose of this amendment is to allow the consultant sufficient time and funding for additional efforts associated with the new evaluation of an online bridge replacement option and additional general fee associated with the time extension of the contract. The work is approximately twenty-eight percent (28%) complete and of the original $569.948.72 amount for this contract, there is a balance of approximately $349,146.26 remaining (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 amend this Agreement for consulting services as outlined above.

Sincerely,

William Cass, P.E.
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

PETERBOROUGH
X-A003(595)
27712
Fee and Time Amendment
(Agreement Dated October 21, 2019,
Contract No. 4010725)

December 6, 2022

Matthew Low, P.E.
Senior Vice President
Hoyle, Tanner & Associates, Inc.
150 Dow Street
Manchester, NH 03101

Dear Mr. Low:

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

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

Original Completion Date	JUNE 30, 2022
Amended to	DECEMBER 31, 2024

Article II, Section A (General Fee) is being amended to increase the total amount payable under this Agreement by $182,914.00 as payment for additional services by Hoyle, Tanner & Associates, Inc. for additional effort associated with the new evaluation of an online bridge replacement option and additional general fee associated with the time extension of the contract.

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 $752,862.72, the sum of the amounts shown in Article II, Section A (which amount is based on the CONSULTANT'S fee and manhour estimates of 4,388 hours),..."

Furthermore, this fee increase revises the amounts in Article II, Section A (GENERAL FEE) as follows:

- Increases the estimated amount of (1) actual CONSULTANT'S salaries by $60,534.07, from $162,173.09 to $222,707.16.
- Revise Article II A,1 to read "* In accordance with DEPARTMENT policy, *all original contract hours expended on or before June 30, 2023 shall be subject to* the maximum direct-labor rate allowed for all positions under this AGREEMENT, including subconsultants, shall be $60.00 per hour unless a waiver to the salary cap has been specifically approved for specialty services. A waived rate shall remain fixed at that rate for the life of the AGREEMENT unless a subsequent waiver is requested and approved. *In accordance with DEPARTMENT policy adopted on March 22, 2022, all original contract hours expended after June 30, 2023 and all additional hours associated with new work shall not be subject to the maximum direct-labor rate.*"

- Increases the amount of (2) overhead costs applicable to the direct salary costs by $99,802.53, from $267,374.77 to $367,177.30.
- Increases the amount of (3) fixed fee to cover profit and non-reimbursed costs by $7,413.40, from $42,945.79 to $50,368.19.
- Increases the estimated amount of (4) reimbursement for direct, out-of-pocket expenses, by $145.00, from $4,114.50 to $4,259.50.
- Increases the amount of (5) reimbursement for actual cost of subconsultant Preservation Company by $15,019.00, from $0.00 to $15,019.00.

The above additional work revises the total amount payable under this Agreement, which increases by $182,914.00, from $569,948.72 to $752,862.72 by this amendment.

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

Sincerely,

Timothy D. Dunn, PE, CPM
Project Manager

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

We concur in the above Amendment.

HOYLE, TANNER & ASSOCIATES, INC.

By: _____

Title: Senior Vice President

TDD/kga

n:\projectinfo\consultant contracts\2.1.37b - fee & time amendment letter.docx

AGREEMENT AMENDMENT

PETERBOROUGH, A-X003(595), 27712

HOYLE, TANNER & ASSOCIATES, 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: _____

Sean T. James, PE Senior Vice President

Dated: December 7, 2022

CONSULTANT

By: _____

Matthew J. Low, PE, Senior Vice President
(Title)

Dated: December 7, 2022

Department of Transportation

WITNESS TO THE STATE OF NEW HAMPSHIRE

By: Natasha Lulo

Dated: 12/15/2022

THE STATE OF NEW HAMPSHIRE

By: _____

Director of Project Development

for DOT COMMISSIONER

Dated: 12/15/2022

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: Jan. 10, 2023

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

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 HOYLE, TANNER & ASSOCIATES, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on February 10, 1975. 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: **10883**

Certificate Number: **0005904960**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 6th day of December A.D. 2022.

David M. Scanlan

Secretary of State

HOYLE, TANNER & ASSOCIATES, INC.

Certificate of Vote

I, **Christopher R. Mulleavey, PE**, hereby certify that I am a duly elected **Assistant Secretary** of **Hoyle, Tanner & Associates, Inc.**

I hereby certify the following is a true copy of a vote taken by Directors of the Corporation on December 7, 2022.

Voted: That Hoyle, Tanner & Associates, Inc. enter into an Agreement with the State of New Hampshire, acting through its Department of Transportation, for the provision of engineering services for the following project:

PETERBOROUGH
X-A003(595)
27712
(Time and Fee Amendment)

Voted: To authorize Matthew J. Low, PE on behalf of Hoyle, Tanner & Associates, Inc., to enter into the said Agreement with The State of New Hampshire, acting through its Department of Transportation, and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto which, in his judgment, may be necessary, desirable or appropriate to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of December 7, 2022 and that **Matthew J. Low, PE** is a duly elected **Senior Vice President** of this corporation.

Attest:

Date: December 7, 2022

Assistant Secretary

(CORPORATE SEAL)

HOYLE, TANNER & ASSOCIATES, INC. INCORPORATED 1975 NEW HAMPSHIRE

STATE OF NEW HAMPSHIRE
HILLSBOROUGH, SS

The foregoing instrument was acknowledged before me this 7th day of December, 2022.

SUSAN J. WILSON MY COMMISSION EXPIRES JUNE 10, 2025 NOTARY PUBLIC NEW HAMPSHIRE

Susan Wilson, Notary Public
My commission expires: June 10, 2025

HOYLTAN-02 CJOHNSON

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/18/2022

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
Ames & Gough
859 Willard Street
Suite 320
Quincy, MA 02169

CONTACT NAME:
PHONE (A/C, No, Ext): (617) 328-6555 FAX (A/C, No): (617) 328-6888
E-MAIL ADDRESS: boston@amesgough.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Continental Casualty Company (CNA) A, XV	20443
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Hoyle, Tanner & Associates, Inc.
150 Dow Street
Manchester, NH 03101

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE / OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY / PRO-JECT / LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liab.			AEH006161277	6/1/2022	6/1/2023	Per Claim Limit	5,000,000
A				AEH006161277	6/1/2022	6/1/2023	Aggregate Limit	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
All Coverages are in accordance with the policy terms and conditions.

RE: Rehabilitation or Replacement of Bridge No. 108/116 US Route 202and NH 123 over the Contoocook River Project No. Peterborough X-A003(595) 27712.

Per Claim Deductible $75,000

CERTIFICATE HOLDER

State of New Hampshire
Department of Transportation
P.O. Box 486
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
Jared Maxwell

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/30/2022

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

PRODUCER
FIAI/Cross Insurance
1100 Elm Street
Manchester NH 03101

CONTACT NAME: Stacy Verdo
PHONE (A/C, No, Ext): (603) 669-3218 FAX (A/C, No): (603) 645-4331
E-MAIL ADDRESS: manch.certs@crossagency.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Massachusetts Bay Ins Co	22306
INSURER B:	Hanover Ins Co.	22292
INSURER C:	MEMIC Indemnity Company	11030
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
Hoyle, Tanner & Assoc., Inc.
150 Dow Street
Manchester NH 03101

COVERAGES CERTIFICATE NUMBER: 22-23 All - Manchester REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			ZDVH087921	10/01/2022	10/01/2023	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			ZDVH087921	10/01/2022	10/01/2023	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			UHVH057400	10/01/2022	10/01/2023	EACH OCCURRENCE	$ 10,000,000
							AGGREGATE	$ 10,000,000
								$
C	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	3102807127	05/01/2022	05/01/2023	[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
	WC (3a.) States: CT DE FL MA ME NH NY RI UT VA VT							

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

[Job #: Peterborough 27712 Job Type: Bridge No. 108/116 US Route 202 and NH 123]
Project: Peterborough X-A003(595) 27712, Rehabilitation or Replacement of Bridge No. 108/116 US Route 202 and NH 123 over the Contoocook River. The State of New Hampshire is included as additional insured with respects to the CGL as required by executed written contract with named insured. Notice of cancellation to certificate holder is 30-days, 10-days for non-payment with regards to GL, business auto & umbrella policies.

CERTIFICATE HOLDER

State of New Hampshire
Department of Transportation
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

Lisa Kiff

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New Hampshire DOT
Department of Transportation

Victoria F. Sheehan
Commissioner

THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION

G+C #13
Date 1/8/2020

William Cass, P.E.
Assistant Commissioner

Bureau of Bridge Design
October 23, 2019

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

REQUESTED ACTION

Authorize the Department of Transportation to enter into an Agreement with Hoyle, Tanner & Associates, Inc. (Vendor #154903), for a total amount not to exceed of $569,948.72, for the preliminary design, public involvement process, and associated environmental & cultural services for the replacement or rehabilitation of the existing bridge carrying US 202 and NH 123 over the Contoocook River in the Town of Peterborough, effective upon Governor and Council approval, through June 30, 2022. 100% Federal Funds.

Funding is available in State Fiscal Year 2020 and 2021 and is contingent upon availability and continued appropriation of funds for FY 2022 with the ability to adjust encumbrances through the Budget Office between State Fiscal Years if needed and justified:

Funding is available as follows:	FY 2020	FY 2021	FY 2022
04-96-96-963515-3054			
Consolidated Federal Aid			
046-500463 Eng Consultants Non-Benefit	$200,000.00	$250,000.00	$119,948.72

EXPLANATION

The Department requires professional engineering design and environmental consultant services to prepare preliminary design, public involvement process, and associated environmental & cultural services for rehabilitation or replacement of the existing bridge carrying US Route 202 and NH Route 123 over Contoocook River in the Town of Peterborough. Constructed in 1942 and rehabilitated in 1974, it is a two-span, 179 foot long, chorded steel plate girder bridge with a concrete deck. It has a total out-to-out width of 51.8 feet and a curb-to-curb width of 44.0 feet. This bridge is currently #16 on the Department's Red List of deficient structures and has a target advertising date in the 2021-2030 Draft Ten Year Plan in fiscal year 2025, with a Construction Total of $6,314,344.

The consultant selection process employed by the Department for this qualifications-based contract is in accordance with RSAs 21-I:22, 21-I:22-c and 21-I:22-d, all applicable Federal laws and the Department's "Consultant Selection and Service Agreement Procedures" dated December 1999. The Department's Consultant Selection Committee is a standing committee that meets regularly to administer the process and make determinations. The Committee is comprised of the Assistant Director of Project Development (chair), the Chief Project Manager, the Administrators of the Bureaus of Bridge Design, Environment, Highway Design, Materials and Research, and the Municipal Highways Engineer.

The consultant selection process for this qualifications-based contract was initiated by a solicitation for consultant services for preliminary engineering and associated environmental services for the Peterborough 27712 bridge project. The assignment was listed as a "Project Soliciting for Interest" on the Department's website on

September 17, 2018, 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 October 26, 2018 for consideration and approval by the Assistant Commissioner. Upon receipt of that approval, three shortlisted firms were notified on November 28, 2018 through a technical "Request For Proposal" (RFP). Committee members individually rated the firms on January 24, 2019 using a written ballot to score each firm on the basis of comprehension of the assignment, clarity of the proposal, capacity to perform in a timely manner, quality and experience of the project manager and the team, previous performance, and overall suitability for the assignment. (A compilation of the completed individual rating ballots and the ranking summary form is attached.) The individual rankings were then totaled to provide an overall ranking of the three firms, and the Committee's ranking was submitted to the Assistant Commissioner for consideration and approval. Upon receipt of that approval, the short listed firms were notified of the results and the highest-ranking firm was asked to submit a fee proposal for negotiations.

The long list of nineteen (19) consultant firms that were considered for this assignment, with the three short-listed firms shown in bold, is as follows:

Consultant Firm	***Office Location***
AECOM	Manchester, NH
Beta	Manchester, NH
CME	Nashua, NH
DuBois & King Inc.	Bedford, NH
Fuss & O'Neil	**Manchester, NH**
Gill Engineering	Needham, MA
GM2	Concord, NH
Greenman-Pederson, Inc.	Portsmouth, NH
Hardesty & Hanover, LLC	Bedford, NH
HNTB	Westbrook, ME
Hoyle, Tanner, & Associates	**Manchester, NH**
Jacobs	Manchester, NH
Kleinfelder	Manchester, NH
McFarland-Johnson	**Concord, NH**
Stantec	Auburn, NH
TEC Engineering Corp.	Hampton, NH
Thornton Tomasetti	Boston, MA
VHB	Bedford, NH
WSP	Manchester, NH

The firm of Hoyle, Tanner & Associates, Inc. has been recommended for this contract. This firm has performed great work for NHDOT and has demonstrated their capability to perform the necessary engineering and technical services for this assignment. Background information on this firm is attached.

Hoyle, Tanner & Associates, Inc. has agreed to furnish the required services for a total amount not to exceed of $569,948.72. This is a reasonable fee and is commensurate with the complexity of the project and the scope of engineering and technical services to be furnished.

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

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

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

Sincerely,

Victoria F. Sheehan
Commissioner

Attachments

V2

January 24, 2019

PROJECT: Peterborough 27712 (Part A)

DESCRIPTION: This Project includes preliminary design, public involvement process, final design, and associated environmental & cultural services for rehabilitation or replacement (anticipated to be a complete bridge replacement) of the existing bridge carrying US 202 and NH 123 over the Contoocook River in the Town of Peterborough. Constructed in 1942 and rehabilitated in 1974, it is a two-span, 179 foot long, chorded steel plate girder bridge with a concrete deck. A total out-to-out width of 51.8 feet and a curb-to-curb width of 44.0 feet. This bridge is on the Department's Red List of deficient structures and has a target advertising date in the Ten Year Plan of fiscal year 2025. Scope of work may include: Perform an in-depth inspection of bridge, including superstructure and substructure; Core and test the abutment and pier concrete, if necessary; Design a replacement or rehabilitation of the existing bridge that addresses the concerns associated with the bridge structure; Environmental investigations to prepare and complete all appropriate environmental documentation and all necessary permitting; Roadway Design associated with the bridge rehabilitation or replacement effort; Traffic Control evaluation and design; Provide final bridge load rating, including NHDOT Bridge Rating Form 4; Public Involvement support services; Construction support services. No change in lane capacity is anticipated with this effort. Environmental efforts are needed to prepare and complete all appropriate environmental documentation including cultural resource investigations and permitting to satisfy Federal and State requirements. The Consultant will also be required to assist the Department in the public involvement process that may also require a public hearing depending on the selected alternative.

Services Required: BRDG, STRC, RDWY, ENV, HYD, TEST, INSP, TRAF, HIST, HAZ, PINV

SUMMARY

Fuss & O'Neill	1	3	3	3	3	2	3	18
Hoyle Tanner & Associates, Inc.	2	1	1	1	1	1	2	9
McFarland-Johnson, Inc.	3	2	2	2	2	3	1	15

PETERBOROUGH
X-A003(595)
27712
(PART A)

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ATTACHMENTS

A. **SCOPE OF WORK** Prepared by (Consultant) dated September 11, 2019

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

PETERBOROUGH
X-A003(595)
27712
(PART A)

AGREEMENT
FOR PROFESSIONAL SERVICES

PREAMBLE

THIS AGREEMENT made this 21st day of October in the year 2019 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 Hoyle, Tanner & Associates, Inc., with principal place of business at 150 Dow Street, in the Town of Manchester State of New Hampshire,, hereinafter referred to as the CONSULTANT, witnesses that:

The Department of Transportation, State of New Hampshire, hereinafter referred to as the DEPARTMENT, proposes to rehabilitate or replace the Red List bridge (Br. No. 108/116) carrying US 202 and NH 123 over the Contoocook River in the Town of Peterborough.

The DEPARTMENT requires professional engineering consulting services for the preparation of environmental documents, bridge plans, roadway plans, and other project plans as needed to progress through the permitting and public hearing process for this project. These services are outlined in the CONSULTANT'S Scope of Work dated September 11, 2019 (included in this AGREEMENT as Attachment A) and Fee Proposal dated September 11, 2019, which is hereby adopted by reference and considered to be part of this AGREEMENT.

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

ARTICLE I - DESCRIPTION OF PROFESSIONAL SERVICES TO BE RENDERED

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

A. LOCATION AND DESCRIPTION OF PROJECT

This project involves rehabilitation or replacement of the Red List bridge (Br. No. 108/116) carrying US 202 and NH 123 over the Contoocook River in the Town of Peterborough.

Constructed in 1942 and rehabilitated in 1974, it is a two-span, 179 foot long, chorded steel plate girder bridge with a concrete deck. It carries two lanes of traffic and one 5-foot sidewalk with a total bridge width of 51.8 feet. The 2014 AADT is 6,900 vehicles with 7% truck traffic. The bridge is on the Department's Red List of deficient structures and has a target advertising date in the Ten Year Plan of fiscal year 2025. All plans, calculations, etc. shall be submitted using English Units.

B. SCOPE OF WORK (GENERAL)

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

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

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

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

- Perform a site visit to observe existing project conditions, take photographs, field-check the survey base plan, and collect measurements
- Design a replacement or rehabilitation of the existing bridge that addresses the concerns associated with the bridge structure
- Environmental investigations to prepare and complete all appropriate environmental documentation and all necessary permitting
- Roadway Design associated with the bridge rehabilitation or replacement effort
- Traffic Control evaluation and design
- Public Involvement support services

C. SCOPE OF WORK (PRELIMINARY ENGINEERING)

ARTICLE I

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

1. Engineering Criteria

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

2. Design Site Reviews

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

3. Technical Reports

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

4. Public Participation

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

D. MATERIAL FURNISHED BY THE DEPARTMENT OF TRANSPORTATION

The DEPARTMENT will furnish the following data to the CONSULTANT:

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

CONSULTANT:

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

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

c. Electronic preliminary horizontal and vertical alignments for the project limits as envisioned. This data will be in MX format and coordinate (x, y, z) data (ASCII) format, in accordance with the DEPARTMENT'S CAD/D Procedures and Requirements.

d. Any additional surveys of adjacent parcels, mitigation sites, wetland boundaries, bathymetric survey data necessary for hydraulic analysis, or other pertinent items deemed necessary and processed by the DEPARTMENT. Incorporation of this information into the ground terrain model and plans shall be the responsibility of the CONSULTANT.

e. Electronic drawings in MicroStation format of roadway typical cross-sections and other detail sheets shall be provided, when available from the DEPARTMENT'S CAD/D library, upon request by the CONSULTANT, in accordance with the current DEPARTMENT CAD/D Procedures and Requirements.

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

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

3. Prints of the following information, for incorporation into the plans by the CONSULTANT:

   a. Existing bridge and highway plans

   b. All survey data and field notes of all surveys requested by any party during the design process. The CONSULTANT shall be responsible for the incorporation of this data into the plans.

c. Any additional surveys of adjacent parcels, mitigation sites, wetland boundaries, or other pertinent items deemed necessary. Incorporation of this information into the plans will be the responsibility of the CONSULTANT.

d. Roadway typical sections and other detail sheets shall be provided upon request by the CONSULTANT.

4. Prints of the following information:

a. Any additional information (e.g., abstracting, utilities, etc.) for the CONSULTANT to incorporate into the plans in conformance with the current DEPARTMENT CAD/D Procedures and Requirements.

b. Available critical cross-sections within the current limits of ground data.

5. Prints and data-exchange files of existing conditions not previously provided to the CONSULTANT. Reduction and incorporation of this material shall be the responsibility of the CONSULTANT.

6. Right-of-way services including collection of data, property lines and parcel owners in CAD/D (abstracting completed by NHDOT electronically), and preparation of Right-of-way plans, and easement coordination efforts. Right-of-way data from NHDOT will be incorporated by the CONSULTANT into the plans prepared by the CONSULTANT, as necessary.

7. All required permits. The CONSULTANT shall be responsible for plans and computations for impacted areas. These plans shall provide all necessary data, area hatching (according to DEPARTMENT standards) and detail so that these plans can be forwarded to the respective regulatory agencies as appropriate attachments for the permit applications.

8. The location of all existing utilities through direct contact with the various utility companies. Following the determination by the CONSULTANT of all unavoidable conflicts between existing utilities and the proposed construction, the DEPARTMENT will coordinate the necessary relocation of the conflicting utilities. The CONSULTANT shall be prepared to furnish CAD/D files in the current DEPARTMENT format to the DEPARTMENT for use in assisting utilities' design.

9. The pavement marking description, layout, item numbers, item descriptions and quantities will be provided to the CONSULTANT for inclusion into the plan set(s).

10. Geotechnical information if required (currently being done by DEPARTMENT).

E. WORK SCHEDULE AND PROGRESS REPORTS

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

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

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

F. SUBMISSION OF REPORTS, PLANS AND DOCUMENTS

The submissions shall be as necessary in accordance with the study process and environmental analysis as outlined above. Each submission shall be supplemented with such electronic copies of MicroStation drawings, illustrations, and descriptive matter as are necessary to facilitate a comprehensive understanding and review of proposed concepts.

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

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

All files submitted must be fully compatible with the formats listed in this document without any conversion or editing by the DEPARTMENT. Any files requiring conversion and/or editing by the DEPARTMENT will not be accepted. All files shall be virus free. All files shall use the DEPARTMENT'S file naming convention.

Computer Aided Design/Drafting (CAD/D) files: All CAD/D files shall be in accordance with the Deliverable Requirements described in the DEPARTMENT'S CAD/D Procedures and Requirements in effect at the time this AGREEMENT was executed, or any later version. All files submitted must be fully compatible with the current version of MicroStation being used by the DEPARTMENT. (The DEPARTMENT'S CAD/D Procedures and Requirements document can be found on the CAD/D website by following the "Downloads" link at www.nh.gov/dot/cadd/.)

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

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

ARTICLE I

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

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

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

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

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

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

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

Website Information:

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

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

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

G. DATE OF COMPLETION

In accordance with the Governor and Council Resolution authorizing this AGREEMENT, the date of completion for the Part A professional services rendered under this AGREEMENT is **June 30, 2022**.

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.

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

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

   Direct salary costs are estimated at: $162,173.09

2) Overhead costs applicable to the direct salary costs. The audited indirect cost rate, as submitted to and approved by the DEPARTMENT, will be applied to the direct salary costs. The CONSULTANT'S audited indirect cost rate for fiscal year ending 2018, which expires June 30, 2020, 164.87%, shall be used for invoicing for the life of the AGREEMENT.

   Overhead costs are estimated at: $267,374.77

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

   The fixed fee is: $42,954.79

4) Reimbursement for direct expenses, including, but not limited to, subconsultants with a subcontract value of less than $200,000, printing, reproductions and travel not included in normal overhead expenses. The reimbursable costs for mileage

and for per diem (lodging and meals) shall be that allowed by the CONSULTANT'S established policy but shall not exceed that allowed in the Federal Acquisition Regulations (Subpart 31.205-46) and in the Federal Travel Regulation. Mileage and per diem costs shall be subject to approval by the DEPARTMENT. Subconsultants with a subcontract value of less than $200,000 shall be invoiced as direct expenses and do not require individual invoices, unless the subcontract is more than 25% of the contract total.

Direct expenses are estimated at:	$4,114.50

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

Stephens Associates Consulting Engineers	$64,700.00
Historic Document Company	$5,267.57
Stoney Ridge Environmental	$5,600.00
Independent Archaeological Consulting	$16,514.00
Traffic Count Services	$1,250.00
AGREEMENT NOT-TO-EXCEED TOTAL	**$569,948.72**

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

The total amount to be paid under this AGREEMENT shall not exceed **$569,948.72**, the sum of the amounts shown in Article II, Section A (which amount is based on the CONSULTANT'S fee and manhour estimates of 3,857 hours), except by agreement of all parties made after supplemental negotiations and documented by a formal amendment to the AGREEMENT. Should circumstances beyond the control of the CONSULTANT require extension of the time of completion more than one (1) year, the general fee may be renegotiated and documented by a formal amendment to the AGREEMENT; however, the fixed fee (b) shall not change for reasons of work duration alone. The fixed fee (b) shall only change when there has been a significant increase or decrease in the scope of work outlined in this AGREEMENT.

B: LIMITATION OF COSTS

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

3. The STATE shall not be obligated to reimburse the CONSULTANT for costs incurred in excess of the not-to-exceed amount specified in Article II, Section A.
4. Changes to the scope of work shall not be considered an authorization to the CONSULTANT to exceed the not-to-exceed amount specified in Article II, Section A.

C. PAYMENTS

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

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

D. ANNUAL INDIRECT COST RATE SUBMISSIONS

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

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

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

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

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

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

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

E. RECORDS, REPORTS, AND FINAL AUDIT

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

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

All costs as described in Article II Section A.1 through A.5 are to be determined by actual records kept during the term of the AGREEMENT, which are subject to Final Audit by the STATE and Federal Governments. The final payment, and all partial payments made, may be adjusted to conform to this Final Audit. In no case will any adjustments exceed the not-to-exceed amount specified in Article II, Section A. All Subconsultant costs may also be subject to Final Audit by the STATE and Federal Governments.

ARTICLE III - GENERAL PROVISIONS

A. HEARINGS, ETC.

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

B. CONTRACT PROPOSALS

(Not applicable to this AGREEMENT.)

ARTICLE IV - STANDARD PROVISIONS

A. STANDARD SPECIFICATIONS

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

B. REVIEW BY STATE AND FHWA - CONFERENCES - INSPECTIONS

It is mutually agreed that all portions of the work covered by this AGREEMENT shall be subject to the inspection by duly-authorized representatives of the STATE and Federal Highway Administration, United States Department of Transportation, at such time or times as the STATE or Federal Highway Administration deems appropriate.

The location of the office where the work will be available for inspection by STATE and Federal Highway Administration representatives is 150 Dow Street, Manchester, NH.

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

C. EXTENT OF CONTRACT

1. Contingent Nature of AGREEMENT

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

2. Termination

   The DEPARTMENT shall have the right at any time, and for any cause, to terminate the work required of the CONSULTANT by this AGREEMENT by written notice of such termination provided to the CONSULTANT by the DEPARTMENT, and, in the event of such a termination of this AGREEMENT without fault on the part of the CONSULTANT, the CONSULTANT shall be entitled to compensation for all work theretofore satisfactorily performed, pursuant to this AGREEMENT, such compensation to be fixed, insofar as possible, based upon the work performed prior to termination. If no contract or contracts for construction of the project contemplated by this AGREEMENT is (are) entered into within two (2) years after satisfactory

completion of the services outlined in Article I, all of the services contemplated by this AGREEMENT shall be deemed to have been completed.

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

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

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

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

1. If, after its written approval thereof, the DEPARTMENT shall require changes to the plans or documents that revise engineering or other factors specifically approved, thereby necessitating revisions of the contract plans or documents, or,
2. When applicable, if during the term of this AGREEMENT, a revision of the alignment is ordered by the DEPARTMENT to the extent that the revised alignment will lie completely or partially outside the limit of the survey data plotted by the CONSULTANT (this does not apply to those adjustments and refinements to the alignments anticipated under the scope of work), or,

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

E. **ADDITIONAL SERVICES**

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

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

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

F. **OWNERSHIP OF PLANS**

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

G. **SUBLETTING**

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

ARTICLE IV

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

H. GENERAL COMPLIANCE WITH LAWS, ETC.

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

I. BROKERAGE

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

J. CONTRACTUAL RELATIONS

1. Independent Contractor

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

2. Claims and Indemnification

   a. Non-Professional Liability Indemnification

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

   b. Professional Liability Indemnification

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

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

3. Insurance

   a. Required Coverage

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

      1. Commercial or comprehensive general liability insurance, including contractual coverage, for all claims of bodily injury, death, or property damage, in policy amounts of not less than $250,000 per occurrence and $2,000,000 in the aggregate (STATE to be named as an additional insured); and
      2. Comprehensive automobile liability insurance covering all motor vehicles, including owned, hired, borrowed, and non-owned vehicles, for all claims of bodily injury, death, or property damage, in policy amounts of not less than $500,000 combined single limit; and
      3. Professional liability (errors and omissions) insurance coverage of not less than $2,000,000 in the aggregate. If coverage is claims made, the period to report claims shall

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

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

b. Proof of Insurance

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

4. No Third-Party Rights

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

5. Construction of AGREEMENT.

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

K. AGREEMENT MODIFICATION

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

L. EXTENSION OF COMPLETION DATE(S)

If, during the course of the work, the CONSULTANT anticipates that 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

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).

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

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

Hoyle, Tanner & Associates, Inc.
(Company)

By: _____

Senior Vice President
(Title)

Date: October 21, 2019

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 21, 2019
(Date)

(Signature)

Attachment 3

CERTIFICATION OF CONSULTANT/SUBCONSULTANT

I hereby certify that I am the Senior Vice President and duly-authorized representative of the firm of Hoyle Tanner & Associates, 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 21, 2019
(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):

November 8, 2019
(Date)

(Signature)

Attachment 5

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

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

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

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

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

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

Attachment 9

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

Consultant

WITNESS TO THE CONSULTANT

By: _____

Executive Admin

Dated: 10/21/19

CONSULTANT

By: _____

Sr. Vice President

(TITLE)

Dated: 10/21/2019

Department of Transportation

WITNESS TO THE STATE OF NEW HAMPSHIRE

By: _____

Dated: November 8, 2019

THE STATE OF NEW HAMPSHIRE

By: _____

Director of Project Development

for DOT COMMISSIONER

Dated: November 8, 2019

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: Dec. 13, 2019

By: _____

Assistant Attorney General

Secretary of State

This is to certify that the GOVERNOR AND COUNCIL on JAN 08 2020 approved this AGREEMENT.

Dated: JAN 08 2020

Attest:

By: _____

Deputy Secretary of State

DEPUTY SECRETARY OF STATE

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HOYLE, TANNER & ASSOCIATES, INC.

Certificate of Vote

I, Michelle M. Carrozzella, hereby certify that I am a duly elected**Assistant Secretary** of **Hoyle, Tanner & Associates, Inc.**

I hereby certify the following is a true copy of a vote taken byDirectors of the Corporation on October 21, 2019.

Voted: That Hoyle, Tanner & Associates, Inc. enter into an Agreement with the State of New Hampshire, acting through its Department of Transportation, for the provision of engineering services for the following project:

PETERBOROUGH
X-A003(595)
27712
(PART A-PRELIMINARY DESIGN)

Voted: To authorize Matthew J. Low or Christopher R. Mulleavey on behalf of Hoyle, Tanner & Associates, Inc., to enter into the said Agreement with The State of New Hampshire, acting through its acting through its Department of Transportation, and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto which, in his judgment, may be necessary, desirable or appropriate to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of October 21, 2019 and that **Matthew J. Low** and **Christopher R. Mulleavey** are duly elected **senior vice president** and **president**, respectively, of this corporation.

Attest:

Date: October 21, 2019

Assistant Secretary

(CORPORATE SEAL)

STATE OF NEW HAMPSHIRE
HILLSBOROUGH, SS

The foregoing instrument was acknowledged before me this 21st day of October, 2019.

SUSAN J. WILSON, Notary Public
My Commission Expires July 22, 2020

Susan Wilson, Notary Public
My commission expires: July 22, 2020

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 HOYLE, TANNER & ASSOCIATES, INC. is a New Hampshire Profit Corporation registered to transact business in New Hampshire on February 10, 1975. 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: 10883
Certificate Number: 0004608043

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 21st day of October A.D. 2019.

William M. Gardner
Secretary of State

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/21/2019

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

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

PRODUCER
FIAI/Cross Insurance
1100 Elm Street
Manchester NH 03101

CONTACT NAME: Tara Dean, CIC
PHONE (A/C, No, Ext): (603) 669-3218 FAX (A/C, No): (603) 645-4331
E-MAIL ADDRESS: tdean@crossagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Massachusetts Bay Ins Co	22306
INSURER B: Hanover Ins Co.	22292
INSURER C: MEMIC Indemnity Company	11030
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Hoyle, Tanner & Assoc., Inc.
150 Dow Street
Manchester NH 03101

COVERAGES CERTIFICATE NUMBER: 19-20 All Manchester NH REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER			ZDVH057399	10/01/2019	10/01/2020	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
A	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			ZDVH057399	10/01/2019	10/01/2020	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			UHVDH057400	10/01/2019	10/01/2020	EACH OCCURRENCE	$ 10,000,000
							AGGREGATE	$ 10,000,000
								$
C	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		3102807127	05/01/2019	05/01/2020	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
	WC (3a.) States: CT DE FL MA ME NH NY RI VA VT							

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

Project: Peterborough X-A003(595) 27712, Rehabilitation or Replacement of Bridge No. 108/116 US Route 202 and NH 123 over the Contoocook River. The State of New Hampshire is included as additional insured with respects to the CGL as required by executed written contract with named insured. Notice of cancellation to certificate holder is 30-days, 10-days for non-payment with regards to GL, business auto & umbrella policies.

CERTIFICATE HOLDER

State of New Hampshire
Department of Transportation
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

Lisa Kiff

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HOYLTAN-02 CJOHNSON

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/17/2019

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

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

PRODUCER
Ames & Gough
859 Willard Street
Suite 320
Quincy, MA 02169

CONTACT NAME:
PHONE (A/C, No, Ext): (617) 328-6555 FAX (A/C, No): (617) 328-6888
E-MAIL ADDRESS: boston@amesgough.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Continental Casualty Company (CNA) A, XV	20443
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Hoyle, Tanner & Associates, Inc.
150 Dow Street
Manchester, NH 03101

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB / OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB / CLAIMS-MADE						AGGREGATE	$
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Prof. Liability			AEH006161277	6/1/2019	6/1/2020	Per Claim Limit	5,000,000
A				AEH006161277	6/1/2019	6/1/2020	Aggregate Limit	5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
All Coverages are in accordance with the policy terms and conditions.

RE: Rehabilitation or Replacement of Bridge No. 108/116 US Route 202and NH 123 over the Contoocook River Project No. Peterborough X-A003(595) 27712.

Per Claim Deductible $75,000

CERTIFICATE HOLDER

State of New Hampshire
Department of Transportation
P.O. Box 486
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

Jon A. Bay

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