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**THE STATE OF NEW HAMPSHIRE
DEPARTMENT OF TRANSPORTATION**



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*William Cass, P.E.
Commissioner*

*David Rodrigue, P.E.
Assistant Commissioner*

*Andre Briere, Colonel, USAF (RET)
Deputy Commissioner*

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

Bureau of Turnpikes
April 24, 2023

REQUESTED ACTION

Authorize the Department of Transportation to enter into an Agreement with HNTB Corporation, Concord, NH, Vendor #175663, for an amount not to exceed \$1,266,350, for soundwall and privacy fence design along I-95 in Portsmouth, NH, effective upon Governor and Council approval through June 30, 2025. Funding is 100% Turnpike Capital Funds.

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

	<u>FY 2023</u>	<u>FY 2024</u>
04-96-96-961017-7500 Turnpike Capital Funds		
046-500463 Gen Consultants Non-Benefit	\$500,000	\$766,350

EXPLANATION

The Department requires final design, environmental services, and public involvement efforts needed for the design of soundwalls and a privacy fence along I-95 in the City of Portsmouth. This project is included in the State's Ten-Year Transportation Improvement Plan (Portsmouth 43760).

The consultant selection process employed by the Department for this qualifications-based contract is in accordance with RSAs 21-I:22, 21-I:22-c, 21-I:22-d, 228:4 and 228:5-a, and all applicable Federal laws and the Department's "Policies and Procedures for Consultant Contract Procurement, Management, and Administration" dated August 25, 2017. The Department's Consultant Selection Committee is a standing committee that meets regularly to administer the process and make determinations. The Committee is comprised of the Assistant Director of Project Development (Chair), the Chief Project Manager, the Administrators of the Bureaus of Highway Design, Bridge Design, Environment, and Materials and Research, and the Municipal Highways Engineer.

The consultant selection process for this qualifications-based contract was initiated by a solicitation for consultant services for Portsmouth 43760, soundwall and privacy fence design along I-95. The assignment was listed as a "Project Soliciting for Interest" on the Department's website on March 17, 2022, 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 April 8, 2022, for consideration and approval by the Assistant Commissioner. Upon receipt of that approval, three (3) shortlisted firms were notified on April 8, 2022, through a technical "Request for Proposal" (RFP). Committee members individually rated the firms on May 5, 2022, 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 four (4) consultant firms that were considered for this assignment, with the three (3) short-listed firms shown in bold, is as follows:

<u>Consultant Firm</u>	<u>Office Location</u>
GM2 Associates, Inc.	Concord, NH
HNTB Corporation	Concord, NH
Vanasse Hangen Brustlin, Inc.	Bedford, NH
Jacobs Engineering Group, Inc.	Bedford, NH

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

HNTB Corporation has agreed to furnish the professional engineering services for an amount not to exceed \$1,266,350. This is a reasonable fee and is commensurate with the complexity of the project and the scope of the engineering and technical services to be furnished. This project funding has 0% Federal Funds and 100% Turnpike funding.

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,



William J. Cass, P.E.
Commissioner

Attachments

DESCRIPTION:
 Engineering services including final design, environmental services, and public involvement efforts needed for the design of soundwalls and a privacy fence along I-95 in the City of Portsmouth. The contract will involve soundwall design of the Area 3 (1-95 Panway Main - 2,500 ft) and Area 6 A (1-95 Buxington Avenue - 3,100 ft) soundwalls. A concrete privacy fence will also need to be designed along I-95 adjacent to the New Franklin School - 1,000 ft.

	1	2	3	4	5	6	7	8	9	10	11	12
GM2 Associates, Inc.												
HNTB Corporation Inc.	1	1	1	1	2	2	2	2	10			
Vanasse Hangen Brustlin, Inc.	2	2	2	2	1	1	1	1	11			

EVALUATION OF TECHNICAL PROPOSALS

Rating Considerations	Scoring of Firms			
	W E I G H T	GM2 Associates, Inc.	HNTB Corporation Inc.	Vanasse Hangen Brustlin, Inc.
Portsmouth 43760				
Comprehension of the Assignment	20%	15%	18%	17%
Clarity of the Proposal	20%	15%	18%	17%
Capacity to Perform in a Timely Manner	20%	16%	18%	15%
Quality & Experience of Project Manager/Team	20%	17%	17%	17%
Previous Performance	10%	8%	8%	8%
Overall Suitability for the Assignment	10%	8%	9%	8%
Total:	100%	79%	88%	82%

- Ranking of Firms: 1. HNTB Corporation Inc.
 2. Vanasse Hangen Brustlin, Inc.
 3. GM2 Associates, Inc.

EVALUATION OF TECHNICAL PROPOSALS

Rating Considerations	Scoring of Firms			
	W E I G H T	GM2 Associates, Inc.	HNTB Corporation Inc.	Vanasse Hangen Brustlin, Inc.
Portsmouth 43760				
Comprehension of the Assignment	20%	16%	18%	17%
Clarity of the Proposal	20%	16%	18%	16%
Capacity to Perform in a Timely Manner	20%	17%	18%	17%
Quality & Experience of Project Manager/Team	20%	16%	17%	18%
Previous Performance	10%	7%	8%	9%
Overall Suitability for the Assignment	10%	6%	7%	8%
Total:	100%	78%	86%	85%

- Ranking of Firms: 1. HNTB Corporation Inc.
 2. Vanasse Hangen Brustlin, Inc.
 3. GM2 Associates, Inc.

EVALUATION OF TECHNICAL PROPOSALS

Rating Considerations	Scoring of Firms			
	W E I G H T	GM2 Associates, Inc.	HNTB Corporation Inc.	Vanasse Hangen Brustlin, Inc.
Portsmouth 43760				
Comprehension of the Assignment	20%	17%	19%	20%
Clarity of the Proposal	20%	18%	19%	19%
Capacity to Perform in a Timely Manner	20%	18%	18%	17%
Quality & Experience of Project Manager/Team	20%	17%	18%	19%
Previous Performance	10%	7%	9%	10%
Overall Suitability for the Assignment	10%	8%	10%	7%
Total:	100%	85%	93%	92%

- Ranking of Firms: 1. HNTB Corporation Inc.
 2. Vanasse Hangen Brustlin, Inc.
 3. GM2 Associates, Inc.

EVALUATION OF TECHNICAL PROPOSALS

Rating Considerations	Scoring of Firms			
	W E I G H T	GM2 Associates, Inc.	HNTB Corporation Inc.	Vanasse Hangen Brustlin, Inc.
Portsmouth 43760				
Comprehension of the Assignment	20%	19%	18%	19%
Clarity of the Proposal	20%	16%	15%	17%
Capacity to Perform in a Timely Manner	20%	17%	19%	16%
Quality & Experience of Project Manager/Team	20%	18%	18%	17%
Previous Performance	10%	8%	9%	7%
Overall Suitability for the Assignment	10%	6%	9%	10%
Total:	100%	84%	88%	86%

- Ranking of Firms: 1. HNTB Corporation Inc.
 2. Vanasse Hangen Brustlin, Inc.
 3. GM2 Associates, Inc.

EVALUATION OF TECHNICAL PROPOSALS

Rating Considerations	Scoring of Firms			
	W E I G H T	GM2 Associates, Inc.	HNTB Corporation Inc.	Vanasse Hangen Brustlin, Inc.
Portsmouth 43760				
Comprehension of the Assignment	20%	17%	18%	18%
Clarity of the Proposal	20%	18%	17%	17%
Capacity to Perform in a Timely Manner	20%	17%	17%	17%
Quality & Experience of Project Manager/Team	20%	17%	18%	18%
Previous Performance	10%	7%	7%	8%
Overall Suitability for the Assignment	10%	7%	8%	8%
Total:	100%	83%	85%	86%

- Ranking of Firms: 1. Vanasse Hangen Brustlin, Inc.
 2. HNTB Corporation Inc.
 3. GM2 Associates, Inc.

EVALUATION OF TECHNICAL PROPOSALS

Rating Considerations	Scoring of Firms			
	W E I G H T	GM2 Associates, Inc.	HNTB Corporation Inc.	Vanasse Hangen Brustlin, Inc.
Plymouth 43760				
Comprehension of the Assignment	20%	17%	19%	20%
Clarity of the Proposal	20%	17%	19%	19%
Capacity to Perform in a Timely Manner	20%	18%	19%	18%
Quality & Experience of Project Manager/Team	20%	18%	19%	20%
Previous Performance	10%	9%	10%	10%
Overall Suitability for the Assignment	10%	9%	10%	10%
Total:	100%	88%	96%	97%

Ranking of Firms: 1. Vanasse Hangen Brustlin, Inc.
 2. HNTB Corporation Inc.
 3. GM2 Associates, Inc.

EVALUATION OF TECHNICAL PROPOSALS

Rating Considerations	Scoring of Firms			
	W E I G H T	GM2 Associates, Inc.	HNTB Corporation Inc.	Vanasse Hangen Brustlin, Inc.
Plymouth 43760				
Comprehension of the Assignment	20%	17%	18%	18%
Clarity of the Proposal	20%	17%	17%	16%
Capacity to Perform in a Timely Manner	20%	16%	16%	15%
Quality & Experience of Project Manager/Team	20%	12%	17%	19%
Previous Performance	10%	6%	7%	7%
Overall Suitability for the Assignment	10%	6%	7%	8%
Total:	100%	74%	82%	80%

Ranking of Firms: 1. Vanasse Hangen Brustlin, Inc.
 2. HNTB Corporation Inc.
 3. GM2 Associates, Inc.

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ATTACHMENT A – SPECIAL CONTRACT PROVISIONS FOR COVID-19

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7. CERTIFICATION OF GOOD STANDING
8. CERTIFICATION OF AUTHORITY / VOTE
9. CERTIFICATION OF INSURANCE

**AGREEMENT
FOR PROFESSIONAL SERVICES**

PREAMBLE

THIS AGREEMENT made this 7th day of April in the year 2023 by and between the STATE OF NEW HAMPSHIRE, hereinafter referred to as the STATE, acting by and through its COMMISSIONER OF THE DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the COMMISSIONER, acting under Chapter 228 of the Revised Statutes Annotated, and HNTB Corporation, with principal place of business at PO Box 419299, in the City of Kansas City, State of Missouri, and local office at 6 Loudon Rd, Suite 306 in the City of Concord, 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 perform final design to address noise abatement needs by means of new soundwall barriers on I-95 in the City of Portsmouth, located in the area of Pannaway Manor – 2,500 lf+/- and in the area of Rockingham Avenue – 3,140 lf+/- . A concrete privacy fence will also need to be designed in the area of the New Franklin School – 1,000 lf+/- .

The DEPARTMENT requires professional services for development of final design, contract plans, specifications, special provisions, and estimates of quantities and costs, as well as supporting environmental permitting and public involvement assistance. These services are outlined in this AGREEMENT and a scope and fee proposal from HNTB Corporation, dated November 29, 2022.

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

ARTICLE I

ARTICLE I - DESCRIPTION OF PROFESSIONAL SERVICES TO BE RENDERED

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

A. LOCATION AND DESCRIPTION OF PROJECT

This project involves construction of new noise barriers as determined under the preliminary design Traffic Noise Analysis project 16189B. The following concepts, developed by Vanasse Hangen and Brustlin, Inc. under 16189B will be included in this final design contract:

- Area #3 -Pannaway Manor. Approximately 2,500' of wall starting on the north side of I-95 approximately 500' south of Sherburne Road and continuing north approximately 2,000' north of Sherburne Road.
- Area #6 & 8 – Rockingham Avenue and Edmond Avenue. Approximately 3,140' of barrier along I-95 Southbound starting on the north side of the I-95 overpass of the Spaulding Turnpike and continuing north 3,140' over Woodbury Avenue and Maplewood Avenue and ending approximately 500' north of the Maplewood Avenue overpass. *[The soundwalls may or may not extend over the Woodbury Ave. and Maplewood Ave. bridges. This will be determined as part of the ongoing Preliminary Design efforts and finalized prior to the award of this contract].*
- Area #7 - Privacy Fence – New Franklin School. Approximately 1,000' of concrete privacy fence running along the frontage of the New Franklin School on the south side of I-95. Starting approximately 300' north of the Woodbury Avenue overpass and running north approximately 1,000' to the end of Myrtle Avenue.

Some of the existing highway features and conditions to be aware of include the following:

- There is an existing high pressure gas main that runs just within, and adjacent to, the LA ROW fence in the area of Soundwall #3. This gas main shall not be impacted by the construction work.
- There will be an ongoing ITS "Shoulder Running" project in place and operational along I-95 during non-winter months of this contract. This "Shoulder Running" project shall be maintained during the soundwall construction. Temporary shoulder closures will be allowed during non-shoulder running timeframes.
- The CONSULTANT shall be responsible for completing the Traffic Management Plan (TMP) and updates to the TMP as the project progresses.

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- The CONSULTANT shall be responsible to apply for all necessary environmental permits.
- The CONSULTANT shall be responsible to perform traffic designs including, sign design, and the Construction signs and warning device package (including tables). Traffic designs shall include any Special Provisions and Prosecution of Work narrative associated with the design.
- The CONSULTANT shall review existing geotechnical information performed by the DEPARTMENT and the CONSULTANT shall be responsible for any additional needed geotechnical investigations and geotechnical services including the sound barrier foundation designs.
- No ROW acquisitions (easements or property rights) are anticipated as part of this project.

B. SCOPE OF WORK (GENERAL)

1. Data Collection:

The CONSULTANT shall collect any new and pertinent information that may be available within the Project Limits. The CONSULTANT shall conduct a field review of the project area to identify key engineering controls, topographic features, natural and cultural constraints, and land uses that could have a bearing on the design.

2. Base Plan Preparation:

The CONSULTANT shall update the base plans for the project based upon existing base mapping, previously constructed corridor projects and ground surveys provided by the DEPARTMENT and from these, develop a digital surface model and topographic base plan. In addition, a detailed base plan shall be developed from which resources and transportation improvements can be studied. The base plan shall be appropriately enhanced for display purposes at technical and public meetings and in documents prepared for this study. Wetlands mapping (provided by the DEPARTMENT), and mapping for other applicable environmental resources (including, but not limited to historic properties and districts, floodplains/floodways, contaminated properties, surface waters, areas sensitive to air quality and noise impacts), as well as right-of-way and utility information, shall be superimposed on the base plan by the CONSULTANT, as directed by the DEPARTMENT.

3. The DEPARTMENT will provide the geotechnical borings and soil investigations for the project. The CONSULTANT shall provide plan updates and other information to facilitate development of the geotechnical reports to be generated by the CONSULTANT. The information provided by the CONSULTANT shall include:

- a. Provide paper and/or electronic copies of project plans and cross sections as needed to make geotechnical assessments and evaluations of design features.

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The DEPARTMENT will complete geotechnical investigations for the project. The CONSULTANT will be required to review the DEPARTMENT provided information and the CONSULTANT will be responsible for any additional geotechnical investigations and related operations for the project including borings, and test pits.

4. **Noise:** The CONSULTANT shall utilize the data provided by OTHERS to design the required noise abatement that is consistent with the DEPARTMENT'S Policy and Procedural Guidelines for the Assessment and Abatement of Highway Traffic Noise for Type I Highway Projects (the Noise Policy). The noise analysis conducted as part of the preliminary design and the associated FHWA Traffic Noise Model (TNM 2.5) which were prepared for this project identified the two barriers that are included in this contract. The CONSULTANT shall identify the need to modify the design of these preliminary barrier designs to accommodate for any changes during final design. The CONSULTANT shall advance the acoustic design of all noise barriers based on the final highway design and proposed grading to provide more detailed information on the noise barrier locations, lengths, and heights. The CONSULTANT shall verify that the noise reductions at each of the benefitted receptors identified in the preliminary design have been achieved by the CONSULTANT's final barrier designs. The results of this analysis shall be summarized in at least one final design barrier memorandum for submittal with the noise barrier design plans. A draft of the noise barrier design plans shall be submitted with the draft of the final design noise report. In conducting these tasks, the CONSULTANT shall demonstrate compliance with the FHWA Procedures for Abatement of Highway Traffic Noise and Construction Noise (23 CFR 772) and the DEPARTMENT's current version of the *Policy and Procedural Guidelines for the Assessment and Abatement of Highway Traffic Noise for Type I & II Highway Projects* (the Noise Policy).
5. **Per- and Polyfluoroalkyl Substances (PFAS):** The project area contains two sites, as defined in the ESAs as containing PFAS in both the soil and/or groundwater. The CONSULTANT shall quantify, in coordination with the DEPARTMENT, phasing and reuse of PFAS materials within the project corridor and shall incorporate this into the Plan set. The CONSULTANT will be responsible to estimate soil and groundwater quantities (excavation amounts above and below the groundwater table). It is intended that as much of the PFAS soil is reused on site as possible. This may require iterations of the design or creative solutions to reuse the materials on site. See Section K.1.a – Submission of Reports, Plans and Documents for additional detail on this task.
6. **Environmental:** The CONSULTANT shall be responsible for the following:

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- a. All applicable environmental permits and supporting documentation, including photographs. Anticipated permits include: NHDES Dredge and Fill, and conformance with NHDES Alteration of Terrain regulations and the NH Stormwater Management Manual.
 - b. The CONSULTANT'S plans shall include all commitments made in the environmental documents to the extent practicable.
 - c. Construction Impacts: The CONSULTANT shall perform, as necessary, tasks required to assess the potential construction impacts on the natural, cultural, and socio-economic resources present within the project area.
 - d. Agency Coordination: The CONSULTANT will attend one of the DEPARTMENT's monthly Natural Resource Agency meetings and coordinate a field meeting, if needed, with the agencies to review resource impacts. The CONSULTANT will also attend one of the DEPARTMENT's monthly Cultural Resource meetings with the NH Division of Historical Resources to discuss scope and findings. The CONSULTANT will be responsible for supplying support graphics, making presentations and preparing meeting minutes.
7. The CONSULTANT is responsible for preparing all meeting minutes for which they are in attendance.
 8. Right-of-Entry: The CONSULTANT shall send courtesy notifications prior to entering any private property outside the ROW consistent with DEPARTMENT practices.
 9. Survey Services: The NHDOT has collected survey information for the project. Supplemental survey information, if required, will be collected by the CONSULTANT. Supplemental survey documents, if required, shall be provided as part of the design documents and shall include:
 - i. A horizontal and vertical coordinate listing, monument description, and location description of all primary and secondary survey control points installed, marked, and referenced along with a listing of the existing control used to create the installed control points.
 - ii. Survey notes, plans, and calculations completed as the work progresses and all originals and two copies of each survey document.
 - iii. Original diary forms and related original survey record keeping; and
- a) Survey by NHDOT: If performing surveys for other adjoining projects, the DEPARTMENT may need to verify and check the CONSULTANT's survey work. The CONSULTANT shall coordinate with the developer of the adjoining project regarding

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planned construction activities. The CONSULTANT shall notify NHDOT within two business days if NHDOT stakes and marks are altered or disturbed.

- b) Electronic Deliverable: All collected survey data and the Digital Terrain Model (DTM) created shall be and submitted to the department in .dgn format only. The documents produced by the surveyor, or the surveyor's subcontractors, are the property of the DEPARTMENT, and release of any such document must be approved by the DEPARTMENT.
- c) Permanent Survey Control Network: The CONSULTANT shall notify the NHDOT Survey Section at 603-271-3222 in advance of the removal of any existing survey control.

C. SCOPE OF WORK (FINAL DESIGN)

The scope of work proposed by this AGREEMENT includes:

- 1) The CONSULTANT shall develop plans at the scale of 1" = 50' for the Contract.
- 2) During Final design the CONSULTANT will refine the construction alignment(s), grades and layouts of the proposed soundwalls and privacy fence. The CONSULTANT shall investigate potential modifications in alignment, grades, and layouts with the intent of reducing project impacts and costs.
 - a) The design and preparation of contract plans for construction of the roadway, structures, traffic control plans; construction phasing plans; noise barriers; drainage facilities (including best management practices for permanent and temporary erosion and sedimentation control), landscaping plans in accordance with the policy and procedures of the DEPARTMENT and the provisions of this AGREEMENT.
 - b) The preparation of any specifications for work not included in the current standard specifications of the DEPARTMENT.
 - c) The preparation of any computations, estimates, and documents for the required submissions to the DEPARTMENT, Federal Highway Administration, and/or any other STATE or Federal agency that are required.
 - d) Drainage Design: The CONSULTANT will be responsible to analyze the existing drainage system to verify adequate condition and capacity for the proposed flows and recommend modifications or replacement as appropriate to include in front of and behind the soundwalls or privacy fence. Given that there are no pavement impacts and/or increases, drainage structures, culverts and pipes will be evaluated for extensions and adjustments matching the existing infrastructure.
- 3) The CONSULTANT shall be responsible for the relocation of impacted existing signs only.
- 4) The CONSULTANT shall be responsible for the development of the permanent construction sign and warning device package. The signs and locations, including identifying the location of

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overhead sign structures, shall be shown on the Traffic Control Plans by phase.

- 5) All signing relocations identified on the plans shall be closely coordinated with the location of guardrail installations, steep slopes, aerial and underground utility locations (including streetlights) and drainage system locations to avoid conflicts and to determine which support system will be required to install the signs. The CONSULTANT will be responsible to identify all conflicts and to make necessary adjustments to highway signing. The design of new permanent signs is not part of this contract. No sign text layout sheets are included in this scope of work. No new overhead signs are part of the scope of this work.
- 6) The CONSULTANT shall be responsible for the design and incorporation of all pavement marking layouts, item numbers, item descriptions, and quantities.
- 7) The CONSULTANT shall include all necessary quantities and summary tables in the contract plans for items listed in above in this section.
 - a) Noise Barriers: The CONSULTANT shall use the NHDOT standard details and plans in conjunction with their noise model to develop and provide the appropriate noise barrier layout and height. This shall include providing design information on each barrier utilizing the NHDOT standard tables, a separate profile view of each barrier, and layout information on a separate plan view. The barriers shall also be shown on the roadway cross sections along I-95. The noise barrier plans shall also include the current NHDOT standard details for the new concrete soundwall in the Construction Plan set.
 - b) The CONSULTANT shall incorporate utility relocations by OTHERS. All utility data, existing and proposed, shall be reviewed by the CONSULTANT for constructability and to check for impacts to traffic control.
 - c) Construction cost estimates for each major submission (Slope & Drain, PPS&E, and PS&E) shall be submitted with a full explanation of all major cost changes from the previous submission.
- 8) Presentation Plans: The CONSULTANT shall prepare updated colored presentation plans at each formal submission as defined below. This is in addition to the informational meetings.
 - a) Technical Reports: The CONSULTANT shall prepare technical reports, as necessary, throughout the duration of the project to document and summarize relevant technical data. This includes but is not limited to: Design Report, stormwater reports, or Geotechnical Reports. The intent is to support the design through documentation of critical design decisions with technical reports and supporting material.
 - b) Design Report: The CONSULTANT shall update the Design Report using the NHDOT's

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- most recent form, at each submission to document the existing conditions within the project, and to summarize the design decisions and engineering details of the proposed action.
- c) Design Exceptions: Design exceptions, if required, will be completed by the CONSULTANT.
 - d) Over the Shoulder Meetings: It is expected that over the course of the project Over the Shoulder Meetings will be held through the duration of the design. These are informal meetings that will take place to discuss a variety of project issues that may include resource constraints, schedule, design issues, cost issues, and comment lists. These meetings will include the CONSULTANT and the DEPARTMENT. It is assumed one OTS meeting per design phase submission, per project, is included.
 - e) Project Management Meetings: It is expected that over the course of the project, Project Management Meetings will be held at least bi-monthly through the duration of the design. They will take place to discuss a variety of project management issues, such as outstanding issues, and design schedule. The CONSULTANT shall be responsible for meeting minutes.
- 9) The engineering design shall take into consideration factors affecting the cost of the construction, such as foundation problems, earthwork quantities, erosion and sediment control, water quality treatment issues, construction phasing and complexity, utilities affected, environmental, construction materials, etc. During all phases of design, the CONSULTANT shall make a continuous effort to identify and minimize impacts on existing and proposed utilities, environmental resources, and private property.
- i) The CONSULTANT shall, when requested by the DEPARTMENT, render such assistance as required, including the preparation and explanation of sketches and plans for, or at, any meetings or conferences held by the DEPARTMENT. Meeting notes and conference report memos shall be the responsibility of the CONSULTANT.
 - ii) The CONSULTANT shall submit for review, as requested, progress prints (black line) showing general design, grades, special details, and cross sections. Paper prints shall be submitted upon request for soils studies, evaluation of utility impacts, evaluation of hazardous materials, and other purposes.
 - iii) All horizontal alignment notes, including traverse line notes furnished by the DEPARTMENT, shall be computed by the CONSULTANT to include coordinates.
 - iv) Data from survey notes shall be transcribed and plotted on base plans, profiles and cross sections as required, if not furnished by the DEPARTMENT as described below.

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- v) Designs shall conform to the current standards, specifications, policies and guidelines enumerated in the Federal Aid Policy Guide, Subchapter G, Part 625, or to 23 Code of Federal Regulations, Part 625 and the DEPARTMENT's Design Manual, and Standard Plans for Road Construction (2010) or as updated on the Department's website, except as approved.
- vi) Multiple visits to the site shall be made during the design to visually observe and detect changed field conditions and additional surveys, using the Department's feature naming convention will be performed by the CONSULTANT upon agreement with the DEPARTMENT. The CONSULTANT shall be responsible for the incorporation of these files into the current detail base plans and digital terrain models (DTM). The incorporation of additional survey information shall include all drafting, labeling, and detailing. The CONSULTANT is responsible to field check the detail of all additional survey requests. Additional surveys may be required throughout the design process, and the CONSULTANT shall modify the design, as necessary, based on the updated survey information.
- vii) The CONSULTANT shall examine elements of design that may affect aerial and underground utilities. Elements may include horizontal and vertical alignments, typical sections, drainage pipes and structures, traffic control, earthwork utilization, along with soil suitability. Any conflict between design elements and utilities shall be identified and brought to the immediate attention of the DEPARTMENT. A special effort shall be made by the CONSULTANT to modify proposed drainage features or the design to avoid conflicts with underground utilities during all subsequent design phases.
- viii) All plotting, drafting and calculations performed by the CONSULTANT shall be independently checked by members of the CONSULTANT's staff other than those who performed the original work. The work of each stage submission (including quantity estimates) shall have been appropriately checked.
- ix) The CONSULTANT shall verify all computations and design calculations. When directed, the CONSULTANT will provide all study plans, work plans, alternate studies, and estimates indexed in accordance with DEPARTMENT procedures.
- x) The CONSULTANT's Licensed Professional Engineer stamp for the State of New Hampshire shall appear on the contract plans and reports prepared by the CONSULTANT that will be submitted to the DEPARTMENT. Stamps shall be those of the professional engineers who prepared the plans and reports or under whose direct supervisory control they were prepared.

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D. SCOPE OF WORK (UTILITIES)

The utility coordination for this project will be performed by the DEPARTMENT and will be provided to the CONSULTANT in either paper or digital format.

1. Utility Coordination Support: It is anticipated that documents provided will be in paper format and will require the CONSULTANT to draft them onto the contract plans and cross sections.

For all other utilities, the CONSULTANT shall incorporate onto the contract plans the existing utility locations and utility relocations, as designed by the individual utility owner. Participating and Non-participating utility relocation items shall be kept independent from each other and separate from the highway and/or bridge items in the estimates submitted. The DEPARTMENT will provide the unit item number(s) and unit price(s) to be used for the utility relocations.

E. MATERIAL FURNISHED BY THE DEPARTMENT OF TRANSPORTATION

The DEPARTMENT will furnish the following data to the CONSULTANT:

1. Electronic files in US Customary Units of the following information in accordance with the DEPARTMENT's CAD/D Procedures and Requirements for incorporation onto the plans by the CONSULTANT:
 - a. All existing survey and baseline data, field notes, and note reductions in the format outlined in the DEPARTMENT's CAD/D Procedures and Requirements in effect at the time of execution of this AGREEMENT. An electronic ground model shall be provided, along with all existing information that can be used to create a model in the format of ASCII point file, or SDR data files.
 - b. Electronic preliminary horizontal and vertical alignments for the project limits as envisioned. This data will be in MicroStation Connect and OpenRoads Designer format and coordinate (x, y, z) data (ASCII) format, in accordance with the DEPARTMENT's CAD/D Procedures and Requirements in effect at the time of execution of this AGREEMENT.
 - c. Any additional surveys of adjacent parcels, mitigation sites, wetland boundaries, or other pertinent information deemed necessary and processed by the DEPARTMENT. Incorporation of this information into the digital terrain model and plans shall be the responsibility of the CONSULTANT.
 - d. Upon request of the CONSULTANT electronic object cell files in MicroStation format of roadway typical cross sections features and standard detail sheets shall be provided, if available from the DEPARTMENT's CAD/D library in accordance with the

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DEPARTMENT's CAD/D Procedures and Requirements in effect at the time of execution of this AGREEMENT.

- e. Electronic drawings in MicroStation format of the existing underground utilities, if provided to the DEPARTMENT by the utility. The CONSULTANT shall be prepared to provide an electronic copy of preliminary base plans to the DEPARTMENT for use by the utilities. The CONSULTANT shall be responsible for the incorporation of this information provided onto the plans, in accordance with the DEPARTMENT's CAD/D Procedures and Requirements in effect at the time of execution of this AGREEMENT.
 - f. Available topographical mapping within the project area shall be provided along with any pertinent electronic supporting information, that may include survey field notes, ASCII point file, or SDR data files. Incorporation of this supplemental information into the digital terrain model and base plan shall be the responsibility of the CONSULTANT.
2. Paper copies of the following information:
- a. When available any existing and proposed information outlined in Article I.I.1.a. through f. above provided in electronic format for verification by the CONSULTANT.
 - b. Any additional information (e.g., utilities) when not available electronically for the CONSULTANT to incorporate onto the plans in accordance with the DEPARTMENT's CAD/D Procedures and Requirements.
3. Plans of prior highway and bridge construction projects within the project limits, when available. The CONSULTANT shall be responsible for incorporation of the pertinent data.
4. Existing geotechnical investigations and recommendations, when available. The DEPARTMENT is responsible to perform initial geotechnical investigations. The CONSULTANT shall be responsible to perform investigations of the supplemental geotechnical data, if required.
5. Necessary traffic counts and crash data, as previously collected by the DEPARTMENT, no new data will be collected.
6. Conceptual design and final layout of highway lighting, both temporary and permanent. The CONSULTANT shall be responsible for incorporating the design and layout into the project documents and for recommending adjustments required to avoid conflicts.

F. WORK SCHEDULE AND PROGRESS REPORTS

The CONSULTANT shall promptly begin performance of the services designated in the Contract upon receipt from the DEPARTMENT of a Notice to Proceed. The CONSULTANT shall complete these services without delay unless unable to do so for causes out of the CONSULTANT's control.

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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 to critical areas so that schedules and other STATE commitments, either present or future, can be met.

The CONSULTANT shall develop a design schedule in Microsoft Project format. This schedule shall indicate the status (remaining duration and percent complete) of all major design tasks for each Project and shall be submitted monthly as part of the invoicing procedures). If no invoice is prepared for the month, the design schedule is still required unless work has been halted on the project at the direction of the DEPARTMENT.

The CONSULTANT shall report progress to the DEPARTMENT in conjunction with the 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, or at least quarterly. For months with no progress, or less than \$10,000 cumulative work since the last invoice, the CONSULTANT shall submit a status report briefly describing the reasons for little or no progress.

G. SUBMISSION OF REPORTS, PLANS AND DOCUMENTS

During the prosecution of this AGREEMENT, the CONSULTANT shall prepare and submit to the DEPARTMENT separate submissions as described hereinafter. All work submitted by the CONSULTANT to the DEPARTMENT shall be in US Customary units.

With each submission the CONSULTANT shall submit an updated Design Report and a Design Report with a design narrative describing the design issues. The report shall include reference materials and version used, design criteria and controls, specific items and issues of interest, design calculations (e.g., superelevation, guardrail, etc.), drainage information (including back-up calculations, and a copy of the drainage software model), and an updated construction cost estimate. In addition, the report shall include anticipated or outstanding issues and the CONSULTANT's recommendations. All issues shall be noted as to whether the CONSULTANT believes the issue is within the scope of work as described in Article I. Meetings between the CONSULTANT and the DEPARTMENT, shall be held for submissions transmittals to discuss design issues and recommendations and to review comment resolutions after the submission is reviewed by the Department. These meetings are considered part of the process/advancement and will not be tasked out individually.

The CONSULTANT shall supplement each submission with such paper and electronic copies of MicroStation drawings, illustrations, and descriptive matter as are necessary to facilitate a comprehensive understanding and review of proposed concepts.

All plan drawings, including size of sheets, lettering, symbols and scale of said drawings, shall conform to the requirements and standards of the DEPARTMENT. Any and all CAD/D-related work

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completed during the course of this project shall be performed in conformance with the DEPARTMENT's CAD/D Procedures and Requirements in effect at the time of execution of this AGREEMENT. In addition, the CONSULTANT's final submission shall include hard copy of plans, reports, etc. as well as electronic CAD/D or GIS files. The CAD/D files shall consist of the base plans with enhancements in MicroStation format, using DEPARTMENT naming conventions, line styles and character styles. The CONSULTANT shall also furnish a coordinate summary of all survey control points with a corresponding plot of controls and alignments, including all curve data superimposed over the plan detail.

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

- a. PFAS Handling Determination - Roadway: Prior to beginning the Slope and Drain phase, the CONSULTANT will develop a conceptual plan to handle the excavation of soil material containing Per- and Polyfluoroalkyl substances (PFAS). This plan will consist of conceptual plans, spreadsheets, and a narrative delineating the dispensation of the material and where it is to be placed. All plans will be developed on 11" x 17" sheets. The intent is to provide a plan for the disposition of PFAS contaminated materials that will guide the preparation of the Slope and Drain plans. This effort is envisioned to be a coarse level analysis, but one that provides enough information to attempt to utilize all earthwork quantities within the project limits. The CONSULTANT will analyze and categorize the earthwork, according to the PFAS contamination level), as well as taking into account heavy metal contamination and LRS considerations. The CONSULTANT will analyze earthwork in approximately 100' increments

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in order to provide data on the availability of opportunities to minimize excavation or maximize embankment.

- b. Preliminary Plan Submission: The following issues, at a minimum, shall also be considered in the development of the above-mentioned plans:

- 1) Conceptual Traffic Control Plan and construction phasing.
- 2) New Hampshire Dredge and Fill Application
- 3) Conceptual design for mitigation areas and summary of wetland impacts.
- 4) Earthwork balances
- 5) Potential closed drainage/underdrain outlets, and cover over drainage structures.
- 6) Potential conflicts with major utilities and-ITS items:

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

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

- c. Slope and Drain Plans – Roadway: This submission shall consist of up to five sets of paper roll or cut sheet plans showing slope lines, drainage system details and drainage features. The Slope and Drain Plans shall include typical sections, roll plan views (as a minimum), profiles, guardrail locations, existing utilities and cross-sections with complete template plotted. Appropriate references will be shown on the plans relative to drainage design (e.g. inverts, pipe type / size) to assist with the review of the drainage design and the backup drainage calculations. All temporary drainage features shall have backup calculations submitted with each submission. The submission shall be supplemented with a list of utility conflicts that could not be avoided during the design. The backup calculations shall also include a narrative, mapping and computations addressing pre-construction and post-construction (and post-development, if applicable) drainage conditions and applicable drainage control features. Two bound copies of the drainage-computation and narrative book(s), including temporary drainage, shall be submitted with all backup drainage calculations illustrated and referenced to each drainage appurtenance shown on the drainage design.

At this time, a field inspection shall be held with the DEPARTMENT. Indicated design changes or corrections that will be incorporated into the plans for the Preliminary PS&E submission. Any indicated revisions to fit actual field conditions shall be made by the

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CONSULTANT.

Additionally, with the Slope and Drain submission, the CONSULTANT shall submit, at a minimum, roll plans of the Traffic Control Plans in near-final form showing temporary slopes, lane uses and widths, overhead sign structures, temporary guardrail and barrier locations, temporary drainage, temporary alignments and profiles as needed, Construction phasing shall be in near final format and shall be shown on the traffic control plans with narratives for each phase. The CONSULTANT shall also submit a conceptual construction schedule (in MS Project), showing the phased construction (with time frames) and utility relocation time frames (provided by the DEPARTMENT), for review and comment by the DEPARTMENT.

The CONSULTANT shall provide the design of the noise barrier plan with this submission and at the same time as the draft final design noise report.

The CONSULTANT shall develop the Traffic Management Plan (TMP) for the project and plans for the construction phasing, traffic control and temporary drainage.

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

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

- d. Wetland Impact Plans: Following incorporation of the DEPARTMENT's comments on the Slope and Drain Submission, the CONSULTANT shall update Wetland Impact plans (in cut sheet format) showing permanent and temporary impacts for inclusion within the amendments to the existing wetland permit. The level of effort for this task assumes the wetland impact plans prepared during the Part A design are provided by the DEPARTMENT for updating by the CONSULTANT. These areas shall be hatched or colored according to the DEPARTMENT's standards. Accompanying these plans, the CONSULTANT shall provide an updated tabulated impact summary showing wetland identification numbers, areas of fill or dredged volumes in the temporary and permanent conditions for the final build-out for this project.
- e. Utility Plans: Following review of the Slope and Drain submission, the CONSULTANT shall incorporate DEPARTMENT comments into the design layout and assemble the plans into a cut sheet format. The CONSULTANT shall then furnish up to ten sets of cut sheet plans (paper prints) of front sheet, plans, profiles, traffic control plans, and up to five sets of cross-sections,

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and updated construction schedule, and a list of revised utility conflicts by utility type for use by the Design Services Section. The CONSULTANT shall also submit separate electronic files of this information, in a format acceptable to the DEPARTMENT, in conformance with the DEPARTMENT's CAD/D Procedures and Requirements. This submission plan set is intended to facilitate the identification of the scope of work required by various utilities to comply with the planned construction. The plans are intended to reflect the near-final design of drainage systems with all appurtenances, erosion and sedimentation-control features, other structures, slope limits, guardrail, final template plotted on cross-sections, diversions and diversion cross-sections, traffic control issues with construction phasing, underdrain, clearing and grubbing limits, fencing requirements, lighting (provided by NHDOT) and ITS conduit. Also, the plans shall reflect all existing detail, existing drainage and existing utilities. All final design notes may not be necessary, but the scope of construction shall be evident to the reviewing utilities. Copies of this plan set will be forwarded to the Design Services Section for review. Comments will be returned to the CONSULTANT to finalize the plans prior to the formal submission for relocations. The plans shall show the status of the design prior to preparation of the Preliminary PS&E submission.

- f. Preliminary PS&E (PPS&E) – Roadway: Upon approval in writing by the DEPARTMENT of the Slope and Drain submission, the CONSULTANT shall proceed to prepare and submit to the DEPARTMENT for approval the PPS&E submission which shall consist of three sets of plans (paper prints) of preliminary contract drawings, draft special provisions for items for which current specifications are not available from the DEPARTMENT, and a Preliminary PS&E estimate of quantities and costs. The plans shall include title sheet, typical sections, all plan sheets (of all plan sets), profile sheets complete traffic control plans (with a conceptual construction schedule) including one set of roll plans, cross-section sheets and necessary detail sheets. Landscaping, if required, will be designed by the DEPARTMENT, and incorporated into the Plan set by the CONSULTANT. Quantity Summary sheets shall be submitted. All item summary boxes for drainage, clearing and grubbing, earthwork, guardrail, traffic signs, construction signs and warning devices, pavement markings, conduit and pull boxes, landscaping and slope protection, fencing and other items that are nearly complete shall be shown and note line-entries completed. Rounding and totals are not required. Item summary boxes of expected work, not listed above, shall be included and shown without line-entries completed. In developing the plans to the Preliminary PS&E stage, the DEPARTMENT will require an estimate of the quantities, expected unit costs, and total costs prepared in the form and manner prescribed by the DEPARTMENT for the Preliminary PS&E submission.

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Roadway items shall be kept separate from bridge items. Two bound copies of the quantity calculations shall be furnished with the estimate. The plans shall reflect all comments from the Slope and Drain submission and utility plans and issues that appear during final design. The plans shall incorporate proposed utility relocations or improvements. Plans incorporating proposed utility relocations shall be provided for review by the Department when requested during preparation of the submission. Two bound copies of the drainage computations book (as revised based on Slope and Drain comments), as well as temporary drainage computations shall be submitted.

CONSULTANT will also provide independent review of key construction phasing and traffic control items associated with the selected roadway effort along with a general independent review of high-risk constructability items for each contract.

- g. PS&E – Roadway: Upon approval in writing by the DEPARTMENT of the Preliminary PS&E submission, the CONSULTANT shall proceed to prepare and submit to the DEPARTMENT for approval the PS&E submission, which shall consist of three complete sets of paper prints of construction plans including one set of roll plans (for all plan sets including the traffic control plans), two bound copies of the revised quantities book, Design Report, proof of a three-way check, proof of an "Apples and Oranges" check, and a PS&E estimate. The PS&E submission shall have had complete final and "three-way" checks performed by the CONSULTANT. In addition, two bound copies of the design report, and two updated copies of the drainage report. Special Provisions shall be submitted in electronic format (Microsoft Word-compatible) for all items not in the Standard Specifications for Road and Bridge Construction of the STATE and for which a current special provision is not available (assume ten). This submission shall include any final edits necessary to make this a complete and final submission ready for contract plans and bidding.

Final contract plans and documents shall reflect all comments resulting from the PS&E review. The CONSULTANT shall be prepared to incorporate all comments, furnish drafting services for omissions found and generally assist the DEPARTMENT in finalizing the contract plans. If changes are requested to be made to the CONSULTANT's plans by the DEPARTMENT, the CONSULTANT shall be prepared to update the corresponding electronic files and submit them to the DEPARTMENT. The final contract plans submitted shall include up to three sets of paper prints. Also, all CONSULTANT backup documents shall be resubmitted, as necessary, to reflect the final PS&E and final contract plan conditions, including the conceptual construction schedule.

The final contract plans shall include:

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- 1) Front sheet.
- 2) Symbols sheets.
- 3) Typical sections of improvement.
- 4) Summary-of-quantities sheets.
- 5) Detail sheets, special sheets, and drainage note sheets as required.
- 6) Profile and Plan sheets.
- 7) Cross-section sheets.

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

H. DELIVERABLES

All work and supporting documents under this AGREEMENT shall be developed by the CONSULTANT and delivered to the DEPARTMENT

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

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

- b. Computer Aided Design/Drafting (CAD/D) files: All CAD/D files shall be in accordance with the Deliverable Requirements described in the DEPARTMENT's CAD/D Procedures and Requirements in effect at the time this AGREEMENT was executed, or any later version. All files submitted must be fully compatible with the current version of MicroStation being used by the DEPARTMENT. (The DEPARTMENT's CAD/D Procedures and Requirements document can be found on the CAD/D website by following the "Downloads" link at www.nh.gov/dot/cadd/.)
- c. Approved action deliverables: The CONSULTANT's final submission shall include hard copies of plans, as well as electronic CAD/D files. The CAD/D files shall consist of the base plans with enhancements in MicroStation format, using DEPARTMENT naming conventions, line styles and character styles. The CAD/D files shall also contain a proposed 3D top line model, complete out to the slope limits. The model shall include existing and proposed surfaces developed in OpenRoads Designer format for use by the construction contractor. At a minimum the model shall match the proposed design for:

- Slope work out to the match with existing ground with the exception of:

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- i. Complicated slopes associated with culverts that are detailed with other methods
 - ii. Simple driveway matches
- d. Word Processing, Spreadsheet, and Database Files: For each Phase, all relevant files shall be provided in a format fully compatible, as appropriate, with the following:
- Word Processing: Microsoft Word 2016 or NHDOT compatible version
 - Spreadsheets: Microsoft Excel 2016 or NHDOT compatible version
 - Databases: Microsoft Access 2016 or NHDOT compatible version

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

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

- USB Flash Drive: Files on flash drive(s) should be actual size, not compressed.
- File Transfer Sites: BlueBeam, SharePoint.

• Email: Files 20 MB or smaller may be transferred via e-mail. If compressed, the files should be self-extracting and encrypted based on content.

- f. Copies: The CONSULTANT shall provide hard copies 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.

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

- CAD/D File Information: See the Department's CAD/D Procedures and Requirements documentation for more (detailed) information relative to this element. CAD/D file

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data (both reference files and cut sheets for Highway and Bridge) shall include the following.

- 1) Include any files from sub-consultants (including retaining walls, ROW plans, noise barriers, etc.).
 - 2) Plotting references needed to re-produce project cut-sheets including sheet numbering (include final project .pcf file, pen-tables, etc.).
 - 3) Files used to number the project cut sheets (project .pcf file, pen tables, etc.).
 - 4) Final embellished presentation plan.
- Project Journal File: See the Department's CAD/D Procedures and Requirements documentation for more (detailed) information relative to this element.
 - 1) Care shall be taken to prepare a complete Project Journal File outlining all files and descriptions used on the project. In addition to the cut-sheet definitions, all cut sheet models need to be included so the sheets can be reproduced.
 - 2) Plotting needs to be included to provide any necessary guidance on how the sheets are to be plotted at the correct scale. Include any pen-tables used in the project.
 - 3) Complete index of all 3D model surfaces provided and what they are used for.
 - 4) Index of all alignments used on the project (with appropriate feature names) and descriptions.

I. SCOPE OF WORK (CONSTRUCTION SUPPORT SERVICES)

If a contract for construction of the project, or part of it, is entered into within two years after completion by the CONSULTANT of the services outlined in Articles I, III and IV, the CONSULTANT, at the CONSULTANT's sole expense, shall render services to the DEPARTMENT, including, but not restricted to, the following:

1. Construction

When required by the DEPARTMENT during the construction of the project, the CONSULTANT shall:

- a. Correct and resolve errors and/or omissions, due to the CONSULTANT's own negligence, within the contract plans and specifications found during construction.
- b. Render interpretations, as necessary, of the contract plans and specifications and submit recommendations for necessary modifications in either or both and, upon approval of recommendations by the DEPARTMENT, revise the contract plans and specifications to cover same and prepare other detailed drawings as may be needed to supplement the contract plans in order to permit the proper completion of the project. This work effort, if

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required, will be deemed additional services, subject to an adjustment in the fee.

J. DATE OF COMPLETION

In accordance with the Governor and Council Resolution authorizing this AGREEMENT, the date of completion for the professional services rendered under this AGREEMENT is June 30, 2025. The Final Design completion date shall coincide with the construction contract award of the project, currently estimated to be March 26, 2024. After this date only Construction services shall be permitted.

ARTICLE II

ARTICLE II - COST PLUS FIXED FEE COMPENSATION OF CONSULTANT

A. GENERAL FEE

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

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

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: \$304,995.20

- 2) Overhead costs applicable to the direct salary costs. The audited indirect cost rate, as submitted to and approved by the DEPARTMENT, will be applied to the direct salary costs. The CONSULTANT'S audited indirect cost rate for fiscal year ending December 31, 2021, which expires June 30, 2023, 138.38%, shall be used for invoicing for the life of the AGREEMENT.

Overhead costs are estimated at: \$422,052.35

- 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: \$72,704.76

- 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

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to approval by the DEPARTMENT. Subconsultants with a subcontract value of less than \$200,000 shall be invoiced as direct expenses and require individual invoices.

Direct expenses are estimated at: \$6,183.88

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

GZA GeoEnvironmental, Inc. \$228,246.08

Sanborn Head and Associates Inc. \$192,341.57

GM2, Inc. \$23,528.41

Doucet Survey \$16,297.75

AGREEMENT NOT-TO-EXCEED TOTAL \$1,266,350.00

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

The total amount to be paid under this AGREEMENT shall not exceed \$1,266,350.00 the sum of the amounts shown in Article II, Section A (which amount is based on the CONSULTANT'S fee and manhour estimates of November 29, 2022), except by agreement of all parties made after supplemental negotiations and documented by a formal amendment to the AGREEMENT. Should circumstances beyond the control of the CONSULTANT require extension of the time of completion more than one (1) year, the general fee may be renegotiated and documented by a formal amendment to the AGREEMENT; however, the fixed fee (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.

ARTICLE II

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.

ARTICLE II

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

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

E. RECORDS, REPORTS, AND FINAL AUDIT

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

The DEPARTMENT shall have the right, at the time of Final Audit, to review all items charged on this project. If, in the opinion of the DEPARTMENT, such payment is unreasonable, the CONSULTANT shall be required to justify such payment or payments before they will be approved as direct or indirect costs. All costs as described in Article II Section A.1 through A.5 are to be determined by actual records kept during the term of the AGREEMENT, which are subject to Final Audit by the STATE and Federal Governments. The final payment, and all partial payments made, may be adjusted to conform to this Final Audit. In no case will any adjustments exceed the not-to-exceed amount specified in Article II, Section A. All Subconsultant costs may also be subject to Final Audit by the STATE and Federal Governments.

ARTICLE III

ARTICLE III - GENERAL PROVISIONS

A. HEARINGS, ETC.

(Not applicable to this AGREEMENT)

B. CONTRACT PROPOSALS

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

ARTICLE IV

ARTICLE IV - STANDARD PROVISIONS

A. STANDARD SPECIFICATIONS

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

B. REVIEW BY STATE AND FHWA - CONFERENCES - INSPECTIONS

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

The location of the office where the work will be available for inspection by STATE and Federal Highway Administration representatives is 6 Loudon Road, Suite 306, in the City of Concord, State of New Hampshire.

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

ARTICLE IV

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. REVISIONS TO REPORTS, PLANS OR DOCUMENTS

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

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

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

ARTICLE IV

- outside the limit of the survey data plotted by the CONSULTANT (this does not apply to those adjustments and refinements to the alignments anticipated under the scope of work), or,
3. If, after approval by the DEPARTMENT of the final contract plans or documents, the CONSULTANT shall be ordered in writing by the DEPARTMENT to make revisions, or to perform services other than those necessary to adapt said plans, reports, or documents to conditions observed during field inspections and encountered during construction; the CONSULTANT shall be entitled to compensation therefor in accordance with Article II, Section A, such compensation to be in addition to the fee specified in Article II, Section A, for its original work on the plans, reports or documents.

E. ADDITIONAL SERVICES

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

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

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

F. OWNERSHIP OF PLANS

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

ARTICLE IV

G. SUBLETTING

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

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

H. GENERAL COMPLIANCE WITH LAWS, ETC.

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

I. BROKERAGE

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

ARTICLE IV

deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

J. CONTRACTUAL RELATIONS

1. Independent Contractor

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

2. Claims and Indemnification

a. Non-Professional Liability Indemnification

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

b. Professional Liability Indemnification

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

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

3. Insurance

a. Required Coverage

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

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

ARTICLE IV

3.. professional liability (errors and omissions) insurance coverage of not less than \$2,000,000 in the aggregate. If coverage is claims made, the period to report claims shall extend for not less than three years from the date of substantial completion of the construction contract. No retention (deductible) shall be more than \$75,000; and

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

b. Proof of Insurance

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

4. No Third-Party Rights

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

5. Construction of AGREEMENT

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

K. AGREEMENT MODIFICATION

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

L. EXTENSION OF COMPLETION DATE(S)

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

ARTICLE IV

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

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

COMPLIANCE

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

- (1) Compliance with Regulations: The CONSULTANT shall comply with Title VI of the Civil Rights Act of 1964 regulations relative to nondiscrimination in federally-assisted programs of the DEPARTMENT, such regulations entitled Title 49 Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the REGULATIONS), and which are herein incorporated by reference and made a part of this AGREEMENT.
- (2) Nondiscrimination: The CONSULTANT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, religion, age, sex, handicap, sexual orientation, or national origin in the selection and retention of subconsultants, including procurements of materials and leases of equipment specific to this project. The CONSULTANT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the AGREEMENT covers a program set forth in Appendix B of the REGULATIONS.
- (3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or leases of equipment specific to the project, each potential subconsultant or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this AGREEMENT and the REGULATIONS relative to nondiscrimination on the grounds of race, color, religion, age, sex, handicap, sexual orientation, or national origin.
- (4) Information and Reports: The CONSULTANT shall provide all information and reports required by the REGULATIONS or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the DEPARTMENT or the Federal Highway Administration to be pertinent to ascertain compliance with such REGULATIONS, orders and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the DEPARTMENT or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.

ARTICLE IV

- (5) Sanctions for Noncompliance: In the event of the CONSULTANT'S noncompliance with nondiscrimination provisions of this AGREEMENT, the DEPARTMENT shall impose sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
- (a) withholding of payments to the CONSULTANT under the AGREEMENT until the CONSULTANT complies; and/or
 - (b) cancellation, termination, or suspension of the AGREEMENT, in whole or in part.
- (6) The CONSULTANT shall take such action with respect to any subcontract or procurement as the DEPARTMENT or the Federal Highway Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event a CONSULTANT becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the CONSULTANT may request the DEPARTMENT to enter into such litigation to protect the interests of the STATE, and, in addition, the CONSULTANT may request the United States to enter into such litigation to protect the interests of the United States.
- (7) 23 CFR 710.405(b) and Executive Order 11246 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented in Department of Labor REGULATIONS (41 CFR Part.60), shall be applicable to this AGREEMENT, and any subagreements hereunder.
- (8) Incorporation of Provisions: The CONSULTANT shall include the provisions of paragraphs (1) through (7) in every subcontract, including procurements of materials and leases of equipment specific to the project, unless exempt by the REGULATIONS, or directives issued pursuant thereto.

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

N. DISADVANTAGED BUSINESS ENTERPRISE POLICY REQUIREMENTS

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

ARTICLE IV

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

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

O. DOCUMENTATION

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

P. CLEAN AIR AND WATER ACTS

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

ATTACHMENT A

Special Contract Provisions for COVID-19

The CONSULTANT acknowledges and agrees that this AGREEMENT was entered into following the coronavirus disease 2019 (COVID-19) outbreak. The CONSULTANT agrees that to the extent the COVID-19 outbreak, or any federal, state or local orders, regulations, rules, restrictions, or emergency declarations relating to COVID-19, disrupt, delay, or otherwise impact the Scope of Services to be performed by the CONSULTANT as set forth in Article I of this AGREEMENT, any such disruption, delay, or other impact was foreseeable at the time this AGREEMENT was entered into by the Parties and does not excuse the Contractor's performance under this AGREEMENT. The CONSULTANT agrees that any such impact, including any disruption to supply chains, workforce reductions, delays or interruptions in performance, or other effects on businesses, are not the fault of the STATE and the CONSULTANT may not seek damages against the STATE for any such impacts.

If the CONSULTANT experiences or anticipates any such COVID-19-related impacts to this AGREEMENT, the CONSULTANT shall immediately notify the DEPARTMENT'S Contract Manager. In the event of any COVID-19-related impact or anticipated impact to this AGREEMENT, the Contract Manager shall have the right to temporarily modify, substitute, or decrease the services, without the approval of the Governor and Executive Council, upon giving written notice to the CONSULTANT. The STATE'S right to modify includes, but is not limited to the right to modify service priorities, including how and when services are delivered, and expenditure requirements under this AGREEMENT so as to achieve compliance therewith, provided such modifications are within the Scope of Services and cost limitations of this AGREEMENT. By exercising any of the rights described within this subsection, the STATE does not waive any of its right under this AGREEMENT.

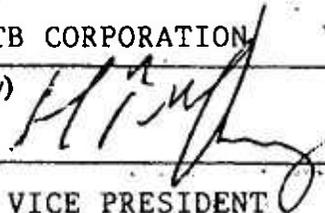
In the event that a modification by the STATE under this subsection would result in a permanent reduction of services that cannot be supplemented during the remaining term of this AGREEMENT with either replacement or substituted services of substantially similar value, the Parties shall submit a formal amendment to this AGREEMENT with a commensurate reduction in the price. This amendment will require the approval of the Governor and Executive Council. In order to facilitate reconciliation of services performed under this AGREEMENT, the CONSULTANT shall submit weekly reports detailing the following for any service not fully performed pursuant to the terms of the AGREEMENT:

- 1) The services required to be performed under the terms of this AGREEMENT as written;
- 2) The services actually performed;
- 3) Any replacement or substituted services performed with reference to the associated unperformed contracted services.

Attachment 1

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

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

HNTB CORPORATION
(Company) _____
By:  _____
VICE PRESIDENT
(Title)

Date: APRIL 4, 2023

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

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

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

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

Attachment 2

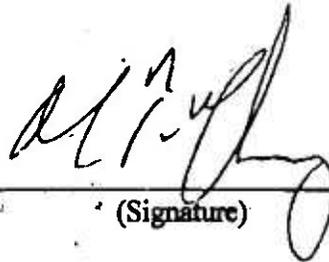
**CONSULTANT DISCLOSURE STATEMENT
FOR PREPARATION OF
ENVIRONMENTAL EVALUATIONS**

I hereby affirm that I have read and reviewed the Council on Environmental Quality (CEQ) regulation [40 CFR 1506.5(b)(4)] and related guidance issued by CEQ and that pursuant thereto this firm has no financial or other interest in the outcome of this project.

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

APRIL 4, 2023

(Date)

A handwritten signature in black ink, appearing to be 'A. J. [unclear]', written over a horizontal line.

(Signature)

Attachment 3

CERTIFICATION OF CONSULTANT/SUBCONSULTANT

I hereby certify that I am the VICE PRESIDENT and duly-authorized representative of the firm of HNTB CORPORATION and that neither I nor the above firm I here represent has:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above CONSULTANT) to solicit or secure this Contract,
- (b) agreed, as an express or implied condition for obtaining this Contract, to employ or retain the services of any firm or person in connection with carrying out the Contract, or
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above CONSULTANT) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the Contract:

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

except as here expressly stated (if any):

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

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

APRIL 4, 2023

(Date)



(Signature)

Attachment 4

CERTIFICATION OF STATE DEPARTMENT OF TRANSPORTATION

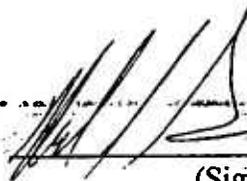
I hereby certify that I am the Director of Operations of the Department of Transportation of the State of New Hampshire, and the above consulting firm or its representatives has not been required, directly or indirectly, as an express or implied condition in connection with obtaining or carrying out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

4/17/2023

(Date)



(Signature)

Attachment 5

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

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

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

Attachment 6

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

Consultant

WITNESS TO THE CONSULTANT

By: Cheri Butler
SR. PROJECT ANALYST

Dated: APRIL 4, 2023

CONSULTANT

By: [Signature]
VICE PRESIDENT
(TITLE)

Dated: APRIL 4, 2023

Department of Transportation

WITNESS TO THE STATE OF NEW HAMPSHIRE

By: Natasha Tule

Dated: 4/7/23

THE STATE OF NEW HAMPSHIRE

By: [Signature]

for DOT COMMISSIONER
Dated: 4/7/23

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: 5/2/2023

By: Emily C. [Signature]
Assistant Attorney General

Secretary of State

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

Dated: _____

Attest:
By: _____
Secretary of State

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that HNTB CORPORATION is a Delaware Profit Corporation registered to transact business in New Hampshire on January 22, 1993. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 182502

Certificate Number: 0006196036



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 4th day of April A.D. 2023.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

CERTIFICATION OF AUTHORITY

State of Missouri)

County of Jackson)

I, Craig W. Denson, being first duly sworn according to law, depose and say that I am the Corporate Secretary of HNTB Corporation. The attached is a complete, true and correct copy of a Certificate of Authority certifying that Paul T. Godfrey, P.E. – Vice President, has been authorized by the Board of Directors of the Corporation to enter into agreements and contracts for usual and customary engineering and planning services with the New Hampshire Department of Transportation, in particular the referenced PORTSMOUTH #43760, and to incur ordinary and necessary obligations in connection therewith in the name of and on behalf of HNTB Corporation.

Craig W. Denson
Corporate Secretary

Date: April 4, 2023

Subscribed and sworn to and before me the 4th day of April, 2023.

Deborah S. Caponetto
Notary Public

DEBORAH S. CAPONETTO
NOTARY PUBLIC, NOTARY SEAL
STATE OF MISSOURI
JACKSON COUNTY
COMMISSION # 14394835
MY COMMISSION EXPIRES: 8/21/2028

My commission expires:



CERTIFICATE OF LIABILITY INSURANCE

5/1/2024

DATE (MM/DD/YYYY)
4/24/2023

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

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

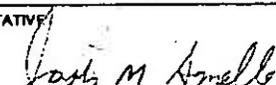
PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME: PHONE (AG, No, Ext): E-MAIL ADDRESS:	FAX (AG, No):
	INSURER(S) AFFORDING COVERAGE	
INSURED 1445095 IINTB CORPORATION 6 LOUDON ROAD SUITE 201 CONCORD NH 03301	INSURER A: Lloyd's of London	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 19412061 **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX DAMAGE TO RENTED PREMISES (Ea occurrence) \$ XXXXXXXX MED EXP (Any one person) \$ XXXXXXXX PERSONAL & ADV INJURY \$ XXXXXXXX GENERAL AGGREGATE \$ XXXXXXXX PRODUCTS - COMP/OP AGG \$ XXXXXXXX \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		NOT APPLICABLE			COMBINED SINGLE LIMIT (Ea accident) \$ XXXXXXXX BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$		NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		NOT APPLICABLE			PER STATUTE OTHER E.L. EACH ACCIDENT \$ XXXXXXXX E.L. DISEASE - EA EMPLOYEE \$ XXXXXXXX E.L. DISEASE - POLICY LIMIT \$ XXXXXXXX
A	PROFESSIONAL LIABILITY	N N	LDUSA2304553	5/1/2023	5/1/2024	\$2,000,000 PER CLAIM/ ANNUAL AGGREGATE

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: HNTB JOB #82373; SOUNDWALL BARRIERS ON I-95 IN THE CITY OF PORTSMOUTH; PORTSMOUTH - 43760.

CERTIFICATE HOLDER 19412061 82373-STATE OF NEW HAMPSHIRE- BUREAU OF BRIDGE DESIGN JOHN O. MORTON BUILDING 7 HAZEN DRIVE CONCORD NH 03302-0483	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	---



CERTIFICATE OF LIABILITY INSURANCE

1/1/2024

DATE (MM/DD/YYYY)
3/15/2023

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

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

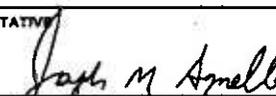
PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME: _____ PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Zurich American Insurance Company</td> <td>16535</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Zurich American Insurance Company	16535	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:
INSURER(S) AFFORDING COVERAGE	NAIC #													
INSURER A: Zurich American Insurance Company	16535													
INSURER B:														
INSURER C:														
INSURER D:														
INSURER E:														
INSURER F:														
INSURED 1489174 HNTB CORPORATION 6 LOUDON ROAD SUITE 201 CONCORD NH 03301														

COVERAGES **CERTIFICATE NUMBER:** 19412055 **REVISION NUMBER:** XXXXXXX

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

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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: HNTB JOB #82373; SOUNDWALL BARRIERS ON I-95 IN THE CITY OF PORTSMOUTH; PORTSMOUTH - 43760. STATE OF NEW HAMPSHIRE IS AN ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY AND AUTO LIABILITY, IF REQUIRED BY WRITTEN CONTRACT. DEDUCTIBLES: GL IS \$0.00; AL IS \$100K; WC IS \$250K.

CERTIFICATE HOLDER	CANCELLATION See Attachments
19412055 82373-STATE OF NEW HAMPSHIRE- BUREAU OF BRIDGE DESIGN JOHN O. MORTON BUILDING 7 HAZEN DRIVE CONCORD NH 03302-0483	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 

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POLICY NUMBER: GLO 0769451

Notification to Others of Cancellation

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

- Commercial General Liability Coverage Part
- Liquor Liability Coverage Part
- Products/Completed Operations Liability Coverage Part

A. If we cancel this Coverage Part(s) by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation:

1. To the name and address corresponding to each person or organization shown in the Schedule below; and
2. At least 10 days prior to the effective date of the cancellation, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.

B. If we cancel this Coverage Part by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.

C. If notice as described in Paragraphs A or B. of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE

Name and Address of Other Person(s) / Organization(s):	Name and Address of Other Person(s) / Organization(s):
ANY PERSON OR ORGANIZATION YOU ARE REQUIRED TO PROVIDE NOTICE OF CANCELLATION, NONRENEWAL OR REDUCTION OF INSURANCE, AS DEFINED ABOVE, IN A WRITTEN CONTRACT, WRITTEN AGREEMENT, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.	30

All other terms and conditions of this policy remain unchanged.

POLICY NUMBER: BAP 0769452

Notification to Others of Cancellation

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the:

Commercial Automobile Coverage Part

A. If we cancel this Coverage Part by written notice to the first Named Insured for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation:

1. To the name and address corresponding to each person or organization shown in the Schedule below; and
2. At least 10 days prior to the effective date of the cancellation, as advised in our notice to the first Named Insured, or the longer number of days notice if indicated in the Schedule below.

B. If we cancel this Coverage Part by written notice to the first Named Insured for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.

C. If notice as described in Paragraphs A. or B. of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE

Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
ANY PERSON OR ORGANIZATION YOU ARE REQUIRED TO PROVIDE NOTICE OF CANCELLATION, NONRENEWAL OR REDUCTION OF INSURANCE, AS DEFINED ABOVE, IN A WRITTEN CONTRACT, WRITTEN AGREEMENT, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.	30

All other terms and conditions of this policy remain unchanged.

U-CA-812-A CW (05/10)

POLICY NUMBER: WC 0769453

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WC 99 06 33

NOTIFICATION TO OTHERS OF CANCELLATION ENDORSEMENT

This endorsement is used to add the following to Part Six of the policy.

PART SIX CONDITIONS

A. If we cancel this policy by written notice to you for any reason other than nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below. Notification to such person or organization will be provided at least 10 days prior to the effective date of the cancellation, as advised in our notice to you, or the longer number of days notice if indicated in the Schedule below.

B. If we cancel this policy by written notice to you for nonpayment of premium, we will mail or deliver a copy of such written notice of cancellation to the name and address corresponding to each person or organization shown in the Schedule below at least 10 days prior to the effective date of such cancellation.

C. If notice as described in Paragraphs A. or B. of this endorsement is mailed, proof of mailing will be sufficient proof of such notice.

SCHEDULE

Name and Address of Other Person(s) / Organization(s):	Number of Days Notice:
ANY PERSON OR ORGANIZATION YOU ARE REQUIRED TO PROVIDE NOTICE OF CANCELLATION, NONRENEWAL OR REDUCTION OF INSURANCE, AS DEFINED ABOVE, IN A WRITTEN CONTRACT, WRITTEN AGREEMENT, EXCEPT WHERE SUCH CONTRACT OR AGREEMENT IS PROHIBITED BY LAW.	30

All other terms and conditions of this policy remain unchanged.